Hearing Date: January 22, 2015
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ITEM 4

TEST CLAIM

PROPOSED DECISION

Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301; as added or amended by Statutes 2013, Chapter 489[1] (AB 484); Statutes 2014, Chapter 32 (SB 858); Statutes 2014, Chapter 327 (AB 1599)

California Code of Regulations, Title 5, Sections 850-864 as added or amended by Register 2014, Nos. 30 and 35

California Assessment of Student Performance and Progress (CAASPP)

14-TC-01

Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

AND

California Code of Regulations, Title 5, Sections 850-864 as added or amended by Register 2014, No. 6

California Assessment of Student Performance and Progress (CAASPP)

14-TC-04

Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, and Santa Ana Unified School District, Claimants

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[1] This statute was pled as "Statutes 2013-2014, Chapter 489 (AB 484)" in the test claim. However, it was chaptered by the Secretary of State and is later referred to by the Legislature, in the state budget as "Statutes 2013, chapter 489." Therefore, this analysis will refer to it as "Statutes 2013, chapter 489."

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Exhibit A

STATE OF CALIFORNIA
EDMUND G. BROWN JR., Governor

COMMISSION ON STATE MANDATES
980 NINTH STREET, SUITE 300
SACRAMENTO, CA 95814
PHONE: (916) 323-3562
FAX: (916) 445-0278
E-mail: csminfo@csm.ca.gov

March 27, 2015

Mr. Arthur Palkowitz
Stutz Artiano Shinoff & Holtz
2488 Historic Decatur Road, Suite 200
San Diego, CA 92106

And Parties, Interested Parties, and Interested Persons (See Mailing List)

Re: **Notice of Complete Test Claim Amendment Filing and Schedule for Comments**
California Assessment of Student Performance and Progress (CAASPP), 14-TC-01
Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858); Statutes 2014, Chapter 327 (AB 1599)
California Code of Regulations, Title 5, Section 850 through 864, inclusive; (Register 2014, No. 30; Effective Date: July 23, 2014); Certificate of Compliance (Register 2014, No. 35; Effective Date: August 27, 28, 2014)

Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

Dear Mr. Palkowitz:

On March 17, 2015, the Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District (claimants) filed a test claim amendment on the above-named matter with the Commission on State Mandates (Commission). Upon review, Commission staff found the test claim amendment filing to be complete.

Specifically, as requested, the amendment consists of test claim forms and declarations which have replaced the test claim forms and declarations submitted in the original test claim filed on December 23, 2014. The amendment also adds Education Code section 60602.5 and California Code of Regulations, Title 5, Section 850 through 864, inclusive; Certificate of Compliance (Register 2014, No.35; Effective Date August 27, 28, 2014).

The Commission is now requesting parties, interested parties, and interested persons to comment on the test claim amendment as specified below.

This matter is now tentatively scheduled for hearing on **July 24, 2015**.

Review of Test Claim Amendment

Parties, interested parties, and interested persons receiving this letter are requested to analyze the merits of the test claim amendment and to file written comments on or before **April 27, 2015** in accordance with sections 1183.2 and 1181.3 of the Commission's regulations (California Code

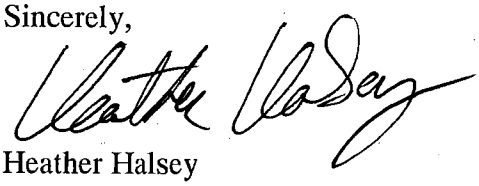
of Regulations, Title 2). Requests for extensions of time to file comments may be filed in accordance with section 1187.9 of the Commission's regulations.

Claimant's Rebuttal

Written rebuttals to written comments concerning this test claim amendment may be filed and served in accordance with section 1181.3 of the Commission's regulations within 30 days of service of the written comments. (Cal. Code. Regs., tit. 2 § 1183.3)

You are advised that if written materials are filed in hard copy, the filing must simultaneously be served on everyone on the mailing list, and be accompanied by a proof of service. However, this requirement may also be satisfied by electronically filing your documents on the Commission's website. For instructions on electronic filing, please see the Commission's website at http://www.csm.ca.gov/dropbox_procedures.shtml. The comments will be posted on the Commission's website and the mailing list will be notified by electronic mail of the posting and the comment period. This procedure will satisfy all the service requirements under California Code of Regulations, title 2, section 1181.3.

Sincerely,



Heather Halsey
Executive Director

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1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress-Amendment

2. CLAIMANT INFORMATION

Plumas County Office of Education
Name of Local Agency or School District

Micheline G. Miglis
Claimant Contact

Superintendent of Schools
Title

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Fax Number

mmiglis@pcoe.k12.ca.us
E-Mail Address

3. CLAIMANT REPRESENTATIVE INFORMATION

Claimant designates the following person to act as its sole representative in this test claim. All correspondence and communications regarding this claim shall be forwarded to this representative. Any change in representation must be authorized by the claimant in writing, and sent to the Commission on State Mandates.

Arthur M. Palkowitz
Claimant Representative Name

Attorney
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Stutz Artiano Shinoff & Holtz, APC
Organization

2488 Historic Decatur Rd., Suite 200
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For CSM Use Only

Filing Date:
Test Claim Filed December 23, 2014
Amendment

RECEIVED
March 17, 2015
Commission on State Mandates

Test Claim #: **14-TC-01**

4. TEST CLAIM STATUTES OR EXECUTIVE ORDERS CITED

Please identify all code sections (include statutes, chapters, and bill numbers) (e.g., Penal Code Section 2045, Statutes 2004, Chapter 54 [AB 290]), regulations (include register number and effective date), and executive orders (include effective date) that impose the alleged mandate .

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Statutes of 2014-Chapter 327 (A.B. No. 1599); Effective September 15, 2014:

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REGULATIONS

Title 5 California Code of Regulations § 850-864 inclusive. (Register no. 2014; No. 30; Effective date July 23, 2014; Certificate of Compliance August 27, 28, 2014.)

☐ *Copies of all statutes and executive orders cited are attached.*

Sections 5, 6, and 7 are attached as follows:

5. Written Narrative: pages _____ to _____.
6. Declarations: pages 1 to 21.
7. Documentation: pages 22 to 79.

(Revised 6/2013)

1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress-Amendment

2. CLAIMANT INFORMATION

Plumas Unified School District
Name of Local Agency or School District

Micheline G. Miglis
Claimant Contact

Superintendent
Title

1446 E. Main
Street Address

Quincy, CA 95971
City, State, Zip

(530)283-6500
Telephone Number

(530)283-6509
Fax Number

mmiglis@pcoe.k12.ca.us
E-Mail Address

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(Revised 6/2013)

1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress-Amendment

2. CLAIMANT INFORMATION

Porterville Unified School District
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John Snavely
Claimant Contact

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3. CLAIMANT REPRESENTATIVE INFORMATION

Claimant designates the following person to act as its sole representative in this test claim. All correspondence and communications regarding this claim shall be forwarded to this representative. Any change in representation must be authorized by the claimant in writing, and sent to the Commission on State Mandates.

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(Revised 6/2013)

1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress-Amendment

2. CLAIMANT INFORMATION

Santa Ana Unified School District
Name of Local Agency or School District

Richard L. Miller
Claimant Contact

Superintendent
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Fax Number

rick.miller@sausd.us
E-Mail Address

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Claimant Representative Name

Attorney
Title

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(Revised 6/2013)

1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress-Amendment

2. CLAIMANT INFORMATION

Vallejo City Unified School District
Name of Local Agency or School District

Ramona Bishop
Claimant Contact

Superintendent
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655 Walnut Avenue
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Vallejo, CA 94592
City, State, Zip

707.556.8921
Telephone Number

Fax Number

RBishop@vallejo.k12.ca.us
E-Mail Address

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Attorney
Title

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(Revised 6/2013)

BEFORE THE

COMMISSION ON STATE MANDATES

STATE OF CALIFORNIA

Test Claim of:	)	No. CSM _____
	)	
Santa Ana Unified School District,	)	Statutes 2013-2014 Chapter 489, A.B. No 484;
Porterville Unified School District,	)	Statutes 2014 Chapter 327 A.B. No. 1599;
Plumas Unified School District,	)	Statutes 2014 Chapter 32, S.B. No. 858;
Plumas County Office of Education,	)	Education Code: Sections 60602, 60603, 60604,
	)	60607, 60610, 60611, 60612, 60640, 60641,
Claimants.	)	60642.6, 60643, 60643.6, 60648, 60648.5,
	)	60649, 60810, 99300, and 99301; Title 5 of the
	)	California Code of Regulations, Section 850
	)	through 864, inclusive.
	)	
	)	California Assessment of Student Performance and Progress (CAASPP)

STATEMENT OF THE CLAIM

This test claim alleges reimbursable costs mandated by the State for school districts to administer statewide academic skill assessments to pupils ("California Assessment of Student Performance and Progress") pursuant to the requirements in Statutes 2013-2014 Chapter 489 (A.B. No. 484); Statutes 2014 Chapter 327 (A.B. No. 1599); Statutes 2014 Chapter 32 (S.B. No. 858) and in Title 5 of the California Code of Regulations, Section 850 through 864.

"It is the intent of the Legislature that the state's system of public school accountability be more closely aligned with both the public's expectations for public education and the workforce needs of the state's economy. It is therefore necessary that the accountability system evolve beyond its narrow focus on pupil test scores to encompass other valuable information about school performance, including, but not limited to, pupil preparedness for college and career, as well as the high school graduation rates already required by law." (Statutes 2013-2014, Ch. 489

(A.B. 484) Testing is to be performed using computer based tests administered using electronic computing device.

Claimants allege that the test claim statutes and regulation impose a reimbursable state mandated program for school districts under article XIII B, section 6 and Government Code section 17514. It was the intent of the Legislature in enacting the test claim statutes and regulations to provide a mandatory system of individual assessment of pupils that has the purpose of assisting teachers, administrators, and pupils and their parents to improve teaching and learning. In order to accomplish these goals, the Legislature declared that California must adopt a coordinated and consolidated testing and assessment program.

AUTHORITY FOR THE CLAIM

The Commission on State Mandates has the authority pursuant to Government Code section 17551, subdivision (a) to hear and decide upon a claim by a local agency or school district that the local agency or school district is entitled to be reimbursed by the State for costs mandated by the State as required by Section 6 of Article XIII B of the California Constitution. (*Kinlaw v. State of California* (1991) 54 Cal.3d 326, 331-334; Government Code sections 17551 and 17552.) The determination whether a statute or executive order imposes a reimbursable state-mandated program is a question of law. (*County of San Diego v. State of California,* (1997) 15 Cal.4th 68,109.)

Santa Ana Unified School District, Porterville Unified School District, Plumas Unified School District and Plumas County Office of Education ("Claimants") are school districts as defined in Government Code Section 17519. This test claim is filed pursuant to title 2, California Code of Regulations section 1183.1.

A. California Constitution Requires the State to Reimburse Schools

Article XIII B, Section 6 of the California Constitution states:

> Whenever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service.

The purpose of Article XIII B, Section 6 is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (*County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.) Thus the subvention requirement of section 6 is "directed to state-mandated increases in the services provided by [local government]..." (*County of Los Angeles v. State of California (*1987) 43 Cal.3d 46, 56.) Reimbursement under Article XIII B, Section 6 is required when the following elements are met:

1. A state statute or executive order requires or "mandates" local agencies or school districts to perform and activity. (*San Diego Unified School Dist. v. Commission on State Mandates,* (2004) 33 Cal.4th 859, 874.)

2. The mandated activity either:

a. Carries out the governmental function of providing a service to the public; or

b. Imposes unique requirements on local agencies or school districts and does not apply generally to all residents and entities in the state. (*San Diego Unified School Dist., supra 33 Cal.4th at 874-875 (*reaffirming the test set out in *County of Los Angeles v. State of California (1987) 43 Cal.3d 46, 56.*)

3. The mandated activity is new when compared with the legal requirements in effect immediately before the enactment of the test claim statute or executive order and it increases the level of service provided to the public. (*San Diego Unified School Dist.,* supra 33 Cal.4th 859, 874-875, 878; *Lucia Mar Unified School District v. Honig* (1988) 44 Cal 3d 830, 835.)

B. <u>The New Program Is Mandated When The Schools Incur Increased Costs.</u>

Government Code section 17514 provides that "'[c]osts mandated by the state' means any increased costs which a local agency or school district is required to incur after July 1, 1980, as a result of any statute enacted on or after January 1, 1975, or any executive order implementing any statute enacted on or after January 1, 1975, which mandates a new program or

higher level of service of an existing program within the meaning of Section 6 of Article XIII B of the California Constitution."

Government Code section 17564 provides that "[n]o claim shall be made pursuant to Sections 17551, 17561, or 17573, nor shall any payment be made on claims submitted pursuant to Sections 17551, or 17561, or pursuant to a legislative determination under Section 17573, unless these claims exceed one thousand dollars."

Claimants alleges increased costs mandated by the state in the amount of $15,000,000.00 for schools in the districts impacted by the test claim statutes, which exceeds the $1000 minimum claim amount articulated in Government Code section 17564(a). Government Code section 17556(e) states that there are no costs mandated by the state if additional revenue specifically intended to fund the costs of the mandated activities, in an amount sufficient to fund the cost of the state-mandated activities, has been appropriated in a Budget Act or other bill.

There is no evidence that additional on-going revenue has been appropriated specifically to fund the costs of the mandated activities in this claim. Thus, Government Code section 17556(e) does not apply to deny this claim. Accordingly, the evidence in the record supports the finding that the claimant has incurred increased costs mandated by the state pursuant to Government Code section 17514. However, to the extent a district receives any funding or grant funding and applies those funds to the mandated activities, those funds are required to be identified as offsetting revenue and deducted from the costs claimed by the district.

Identify the specific sections of statutes or executive orders alleged to contain a mandate. Include a statement that actual and/or estimated costs resulting from the alleged mandate exceeds one thousand dollars ($1,000), and include all of the following elements for each statute or executive order alleged:

1. Statutes 2013-2014 Chapter 489 (A.B. No. 484); Sections 3, 5, 9, 12, 15, 16, 28, 28.5.
2. Statutes 2014 Chapter 32 (S.B. No. 858); Sections 49.
3. Statutes 2014 Chapter 327 (A.B. No. 1599); Sections 17, 18, 19, 22, 24, 26.
4. Title 5, California Code of Regulations Sections 850-864.

Statutes 2013-2014 Chapter 489 (A.B. No. 484)

The CAASPP assessment system replaces the Standardized Testing and Reporting (STAR) Program. The primary purpose of the CAASPP assessment system is to assist teachers, administrators, pupils and their parents by promoting high-quality teaching and learning through the use of a variety of assessment approaches and item types. Testing is to be performed using computer based tests administered using electronic computing device.

AB 484 requires the transition to a system of assessments and assessment tools that cover the full breadth and depth of the curriculum and promote the teaching of the full curriculum. This transition will take several years to complete.

AB 484 amended (SEC. 3.) Section 60602 of the Education Code is amended to read:

(a) It is the intent of the Legislature in enacting this chapter to provide a system of individual assessment of pupils that has the primary purpose of assisting teachers, administrators, and pupils and their parents to improve teaching and learning. In order to accomplish these goals, the Legislature finds and declares that California should adopt a coordinated and consolidated testing program to do all of the following:

(1) First and foremost, provide information on the academic status and progress of individual pupils to those pupils, their parents, and their teachers. This information should be designed to assist in the improvement of teaching and learning in California public classrooms. The Legislature recognizes that, in addition to statewide assessments that will occur as specified in this chapter, school districts will conduct additional ongoing pupil diagnostic assessment and provide information regarding pupil performance based on those assessments on a regular basis to parents or guardians and schools. The Legislature further recognizes that local diagnostic

assessment is a primary mechanism through which academic strengths and weaknesses are identified.

(2) Develop and adopt a set of statewide academically rigorous content standards and performance standards in all major subject areas to serve as the basis for assessing the academic achievement of individual pupils, as well as for schools, school districts, and for the California education system as a whole. The performance standards shall be designed to lead to specific grade level benchmarks of academic achievement for each subject area tested within each grade level, and shall be based on the knowledge and skills that pupils will need in order to succeed in the information-based, global economy of the 21st century.

(3) Ensure that all assessment procedures, items, instruments, and scoring systems are independently reviewed to ensure that they meet high standards of statistical reliability and validity, and that they do not use procedures, items, instruments, or scoring practices that are racially, culturally, or gender biased.

(4) Provide information to pupils, parents or guardians, teachers, schools, and school districts on a timely basis so that the information can be used to further the development of the pupil and to improve the educational program.

(5) Develop assessments that are comparable to the National Assessment of Educational Progress and other national and international assessment efforts, so that California's local and state test results are reported in a manner that corresponds to the national test results. Test results should be reported in terms describing a pupil's academic performance in relation to the statewide academically rigorous content and performance standards adopted by the state board

and in terms of employment skills possessed by the pupil, in addition to being reported as numerical or percentile scores.

(6) Assess pupils for a broad range of academic skills and knowledge including both basic academic skills and the ability of pupils to apply those skills.

(7) Include an appropriate balance of types of assessment instruments, including, but not limited to, multiple choice questions, short answer questions, and assessments of applied academic skills.

(8) Minimize the amount of instructional time devoted to assessments administered pursuant to this chapter.

(b) It is the intent of the Legislature, pursuant to this article, to begin a planning and implementation process to enable the Superintendent to accomplish the goals set forth in this section as soon as feasible.

(c) It is the intent of the Legislature that parents, classroom teachers, other educators, governing board members of school districts, and the public be involved, in an active and ongoing basis, in the design and implementation of the statewide pupil assessment program and the development of assessment instruments.

(d) It is the intent of the Legislature, insofar as is practically feasible and following the completion of annual testing, that the content, test structure, and test items in the assessments that are part of the Standardized Testing and Reporting Program become open and transparent to teachers, parents, and pupils, to assist all the stakeholders in working together to demonstrate improvement in pupil academic achievement. A planned change in annual test content, format, or

design should be made available to educators and the public well before the beginning of the school year in which the change will be implemented.

(e) It is the intent of the Legislature that the results of the California Standards Tests be available for use, after appropriate validation, academic credit, or placement and admissions processes, or both, at postsecondary educational institutions.

(f) This section shall become inoperative on July 1, 2014, and, as of January 1, 2015, is repealed, unless a later enacted statute, that becomes operative on or before January 1, 2015, deletes or extends the dates on which it becomes inoperative and is repealed.

SEC. 5. Section 60603 of the Education Code is amended to read:

As used in this chapter:

(a) "Achievement level descriptors" means a narrative description of the knowledge, skills, and processes expected of pupils at different grade levels and at different performance levels on achievement tests.

(b) "Achievement test" means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(c) "Census administration" means a test administration in which all pupils take comparable assessments of the same content and where results of individual performance are appropriate and meaningful to parents, pupils, and teachers.

(d) "Computer-adaptive assessment" means a computer-based test that utilizes a computer program to adjust the difficulty of test items throughout a testing session based on a test taker's responses to previous test items during that testing session.

(e) "Computer-based assessment" means a test administered using an electronic computing device.

(f) "Consortium" means a multistate collaborative organized to develop a comprehensive system of assessments or formative tools such as described in Section 60605.7.

(g) "Constructed-response questions" means a type of assessment item that requires pupils to construct their own answers.

(h) "Content standards" means the specific academic knowledge, skills, and abilities that all public schools in this state are expected to teach, and all pupils are expected to learn, in reading, writing, mathematics, history-social science, foreign languages, visual and performing arts, and science, at each grade level tested.

(i) "Diagnostic assessment" means an assessment of particular knowledge or skills a pupil has or has not yet achieved for the purpose of informing instruction and making placement decisions.

(j) "End of course exam" means a comprehensive and challenging assessment of pupil achievement in a particular subject area or discipline.

(k) "Field test" means an assessment or assessment items administered to a representative sample of a population to ensure that the test or item produces results that are valid, reliable, and fair.

(l) "Formative assessment tools" means assessment tools and processes that are embedded in instruction and used by teachers and pupils to provide timely feedback for purposes of adjusting instruction to improve learning.

(m) "High-quality assessment" means an assessment designed to measure a pupil's knowledge of, understanding of, and ability to apply, critical concepts through the use of a variety of item types and formats, including, but not necessarily limited to, items that allow for constructed responses and items that require the completion of performance tasks. A high-quality assessment should have the following characteristics:

(1) Enable measurement of pupil achievement and pupil growth to the extent feasible.

(2) Be of high technical quality by being valid, reliable, fair, and aligned to standards.

(3) Incorporate technology where appropriate.

(4) Include the assessment of pupils with disabilities and English learners.

(5) Use, to the extent feasible, universal design principles, as defined in Section 3 of the federal Assistive Technology Act of 1998 (29 U.S.C. Sec. 3002) in its development and administration.

(n) "Interim assessment" means an assessment that is designed to be given at regular intervals throughout the school year to evaluate a pupil's knowledge and skills relative to a specific set of academic standards, and produces results that can be aggregated by course, grade level, school, or local educational agency in order to inform teachers and administrators at the pupil, classroom, school, and local educational agency levels.

(o) "Local educational agency" means a county office of education, school district, state special school, or direct-funded charter school as described in Section 47651.

(p) "Matrix sampling" means administering different portions of a single assessment to different groups of pupils for the purpose of sampling a broader representation of content and reducing testing time.

(q) "Measurement of Academic Performance and Progress ("MAPP") means the comprehensive assessment system, inclusive of consortium-developed assessments, that has the primary purpose of modeling and promoting high-quality teaching and instruction using a variety of assessment approaches and item types.

(r) "Performance standards" are standards that define various levels of competence at each grade level in each of the curriculum areas for which content standards are established. Performance standards gauge the degree to which a pupil has met the content standards and the degree to which a school or school district has met the content standards.

(s) "Performance tasks" are a collection of questions or activities that relate to a single scenario that include pupil interaction with stimulus. Performance tasks are a means to assess more complex skills such as writing, research, and analysis.

(t) "Personally identifiable information" includes a pupil's name and other direct personal identifiers, such as the pupil's identification number. Personally identifiable information also includes indirect identifiers, such as the pupil's address and personal characteristics, or other information that would make the pupil's identity easily traceable through the use of a single or multiple data sources, including publicly available information.

(u) "Population sampling" means administering assessments to a representative sample of pupils instead of the entire pupil population. The sample of pupils shall be representative in terms of various pupil subgroups, including, but not necessarily limited to, English learners and pupils with disabilities.

(v) "Recently arrived English learner" means a pupil designated as an English learner who is in his or her first 12 months of attending a school in the United States.

(w) "State-determined assessment calendar" means the scheduling of assessments, exclusive of those subject area assessments listed in subdivision (b) of Section 60640, over several years on a predetermined schedule. Content areas and grades shall only be assessed after being publicly announced at least two school years in advance of the assessment.

(x) "Summative assessment" means an assessment designed to be given near the end of the school year to evaluate a pupil's knowledge and skills relative to a specific set of academic standards.

SEC. 9. Section 60607 of the Education Code is amended to read:

(a) Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams taken, and the vocational education certification exams he or she chose to take.

(b) It is the intent of the Legislature that local educational agencies and schools use the results of the academic achievement tests administered annually as part of the MAPP to provide support to pupils and parents or guardians in order to assist pupils in strengthening their development as learners, and thereby to improve their academic achievement and performance in subsequent assessments.

(c) (1) Except for research provided for in Section 49079.6, a pupil's results or a record of accomplishment shall be private, and may not be released to any person, other than the pupil's parent or guardian and a teacher, counselor, or administrator directly involved with the pupil,

without the express written consent of either the parent or guardian of the pupil if the pupil is a minor, or the pupil if the pupil has reached the age of majority or is emancipated.

(2) (A) Notwithstanding paragraph (1), a pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission.

(B) Notwithstanding paragraph (1), the results of an individual pupil on the MAPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission.

SEC. 12. Section 60612 of the Education Code is amended to read:

Upon adoption or approval of assessments pursuant to this chapter, the Superintendent shall prepare, and make available to parents, teachers, pupils, administrators, school board members, and the public, easily understood materials, in accordance with subdivisions (c) and (d) of Section 60604, describing the nature and purposes of the assessments, the systems of scoring, and the valid uses to which the assessments will be put. The Superintendent shall produce the materials for parents in languages other than English in accordance with Section 48985.

SEC. 15. Section 60640 of the Education Code is amended to read:

(a) There is hereby established the Measurement of Academic Performance and Progress, to be known as the MAPP.

(b) Commencing with the 2013-14 school year, the MAPP shall be composed of all of the following:

(1) (A) A consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11 that measures content standards adopted by the state board.

(B) In the 2013-14 school year, the consortium summative assessment in English language arts and mathematics shall be a field test only, to enable the consortium to gauge the validity and reliability of these assessments and to conduct all necessary psychometric procedures and studies, including, but not necessarily limited to, achievement standard setting, and to allow the department to conduct studies regarding full implementation of the assessment system. These field tests and results shall not be used for any other purpose, including the calculation of any accountability measure.

(2) (A) Science grade level assessments in grades 5, 8, and 10 that measure content standards pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B).

(3) The California Alternate Performance Assessment in grades 2 to 11, inclusive, in English language arts and mathematics and science in grades 5, 8, and 10, which measures content standards adopted pursuant to Section 60605 until a successor assessment is implemented. The successor assessment shall be limited to the grades and subject areas assessed pursuant to paragraph (1) and subparagraph (B) of paragraph (2).

(4) The Early Assessment Program established by Chapter 6 (commencing with Section 99300) of Part 65 of Division 14 of Title 3.

(5) (A) The department shall make available to local educational agencies a primary language assessment aligned to the English language arts standards adopted pursuant to Section

60605, as it read on January 1, 2013, for assessing pupils who are enrolled in a dual language immersion program that includes the primary language of the assessment and who are either non limited English proficient or re-designated fluent English proficient. The cost for the assessment shall be the same for all local educational agencies, and shall not exceed the marginal cost of the assessment, including any cost the department incurs to implement this section.

(B) A local educational agency may administer a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605, as it read on January 1, 2013, at its own expense, and shall enter into an agreement for that purpose with the testing contractor. If the local educational agency chooses to administer a primary language assessment pursuant to this paragraph, the department shall reimburse the local educational agency for its costs, including a per pupil apportionment to administer the assessment pursuant to subdivision (l). The department shall determine the procedures for reimbursement.

(d) For the 2013-14 and 2014-15 school years, the department shall make available to local educational agencies Standardized Testing and Reporting Program test forms no longer required by the MAPP. The cost of implementing this subdivision, including, but not necessarily limited to, shipping, printing, scoring, and reporting per pupil shall be the same for all local educational agencies, and shall not exceed the marginal cost of the assessment, including any cost the department incurs to implement this section. A local educational agency that chooses to administer an assessment pursuant to this section shall do so at its own expense, and shall enter into an agreement for that purpose with a contractor, subject to the approval of the department.

(e) The Superintendent shall make available a paper and pencil version of any computer-based MAPP assessment for use by pupils who are unable to access the computer-based version of the assessment for a maximum of three years after a new operational test is first administered.

(f) (1) From the funds available for that purpose, each local educational agency shall administer assessments to each of its pupils pursuant to subdivision (b). As allowable by federal statute, recently arrived English learner pupils are exempted from taking the assessment in English language arts.

(2) For the 2013-14 school year, each local educational agency shall administer the field tests in a manner described by the department in consultation with the president or executive director of the state board. Additional participants in the field test beyond the representative sample may be approved by the department, and the department shall use existing contract savings to fund district participation in one or more tests per participant. Funds for this purpose shall be utilized to allow for maximum participation in the field test across the state. To the extent savings in the current contract are not available to fully fund this participation, the department shall prorate available funds by test. Local educational agencies shall bear any additional costs to administer these assessments that are in excess of the contracted amount.

(g) From the funds available for that purpose, each local educational agency shall administer assessments as determined by the state board pursuant to paragraph (5) of subdivision (c).

(h) As feasible, the MAPP field tests shall be conducted in a manner that will minimize the testing burden on individual schools. The MAPP field tests shall not produce individual pupil scores unless it is determined that these scores are valid and reliable.

(i) The governing board of a school district may administer achievement tests in grades other than those required by this section as it deems appropriate.

(j) The governing board of a school district may administer a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605 to a pupil identified as limited English proficient enrolled in any of grades 2 to 11, inclusive, who either receives instruction in his or her primary language or has been enrolled in a school in the United States for less than 12 months until a subsequent primary language assessment aligned to the common core standards in English language arts adopted pursuant to Section 60605.8 is developed pursuant to paragraph (5) of subdivision (b). If the governing board of a school district chooses to administer this assessment, it shall notify the department in a manner determined by the department.

(k) Pursuant to Section 1412(a)(16) of Title 20 of the United States Code, individuals with exceptional needs, as defined in Section 56026, shall be included in the testing requirement of subdivision (b) with appropriate accommodations in administration, where necessary, and those individuals with exceptional needs who are unable to participate in the testing, even with accommodations, shall be given an alternate assessment.

(n) As a condition to receiving an apportionment pursuant to subdivision (l), a local educational agency shall report to the Superintendent all of the following:

(1) The pupils enrolled in the local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c).

(2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency.

(3) The pupils in paragraph (1) who were exempted from the test pursuant to this section.

(o) The Superintendent and the state board are authorized and encouraged to assist postsecondary educational institutions to use the assessment results of the MAPP, including, but not necessarily limited to, the grade 11 consortium summative assessments in English language arts and mathematics, for academic credit, placement, or admissions processes.

SEC. 16. Section 60641 of the Education Code is amended to read:

(1) The achievement tests provided for in Section 60640 are scheduled to be administered to all pupils, inclusive of pupils enrolled in charter schools and exclusive of pupils exempted pursuant to Section 60640, during the period prescribed in subdivision (b) of Section 60640.

(2) For assessments that produce valid individual pupil results, the individual results of each pupil tested pursuant to Section 60640 shall be reported, in writing, to the parent or guardian of the pupil. The report shall include a clear explanation of the purpose of the test, the score of the pupil, and the intended use by the local educational agency of the test score. This subdivision does not require teachers or other local educational agency personnel to prepare individualized explanations of the test score of each pupil. It is the intent of the Legislature that nothing in this section shall preclude a school or school district from meeting the reporting requirement by the use of electronic media formats that secure the confidentiality of the pupil and the pupil's results. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the Measurement of Academic Performance and Progress (MAPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards.

(3) (A) For assessments that produce valid individual pupil results, the individual results of each pupil tested pursuant to Section 60640 also shall be reported to the school and teachers of a pupil. The local educational agency shall include the test results of a pupil in his or her pupil records. However, except as provided in this section and Section 60607, personally identifiable pupil test results only may be released with the permission of either the pupil's parent or guardian if the pupil is a minor, or the pupil if the pupil has reached the age of majority or is emancipated.

(B) Notwithstanding subparagraph (A) and pursuant to subdivision (c) of Section 60607, a pupil or his or her parent or guardian may authorize the release of individual pupil results to a postsecondary educational institution for the purpose of credit, placement, determination of readiness for college-level coursework, or admission.

(4) The districtwide, school-level, and grade-level results of the MAPP in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting.

(b) The state board shall adopt regulations that outline a calendar for delivery and receipt of summative assessment results at the pupil, school, grade, district, county, and state levels. The calendar shall include delivery dates to the department and to local educational agencies. The calendar for delivery shall provide for the timely return of assessment results, and consider the amount of paper-and-pencil administered assessments and number of items requiring hand

scoring. The calendar shall also ensure that individual assessment results are reported to local educational agencies within eight weeks of receipt by the contractor for scoring.

(c) Aggregated, disaggregated, or group scores or reports that include the results of the MAPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results.

(e) The department shall ensure that pupils in grade 11, or parents or legal guardians of those pupils, may request results from grade 11 assessments administered as part of the MAPP for the purpose of determining credit, placement, or readiness for college-level coursework be released to a postsecondary educational institution.

SEC. 28. Section 99301 of the Education Code is amended to read:

(C) Provide access to the individual assessment results, as referenced in Section 60641, to participating community college districts.

SEC. 28.5. Section 99301 of the Education Code is amended to read:

(b) (1) As authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, the individual assessment results, as referenced in Section 60641, or a standards-aligned successor assessment, shall be provided to the office of the Chancellor of the California Community Colleges.

(C) Provide access to the individual assessment results, as referenced in Section 60641, or a standards-aligned successor assessment, to participating community college districts.

Statutes 2014 Chapter 32 (S.B. No. 858); Sections 49.

SEC. 49. Section 60640 of the Education Code is amended to read:

(a)There is hereby established the California Assessment of Student Performance and Progress, to be known as the CAASPP.

(b) Commencing with the 2013–14 school year, the CAASPP shall be composed of all of the following:

(1)(A) A consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11 that measures content standards adopted by the state board.(B) In the 2013–14 school year, the consortium summative assessment in English language arts and mathematics shall be a field test only, to enable the consortium to gauge the validity and reliability of these assessments and to conduct all necessary psychometric procedures and studies, including, but not necessarily limited to, achievement standard setting, and to allow the department to conduct studies regarding full implementation of the assessment system. These field tests and results shall not be used for any other purpose, including the calculation of any accountability measure.

(2)(A) Science grade level assessments in grades 5, 8, and 10 that measure content standards adopted pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B).

(B) For science assessments, the Superintendent shall make a recommendation to the state board as soon as is feasible after the adoption of science content standards pursuant to Section 60605.85 regarding the assessment of the newly adopted standards. Before making recommendations, the Superintendent shall consult with stakeholders, including, but not necessarily limited to, California science teachers, individuals with expertise in assessing English

learners and pupils with disabilities, parents, and measurement experts, regarding the grade level and type of assessment. The recommendations shall include cost estimates and a plan for implementation of at least one assessment in each of the following grade spans:

(i) Grades 3 to 5, inclusive.

(ii) Grades 6 to 9, inclusive.

(iii) Grades 10 to 12, inclusive.

(3) The California Alternate Performance Assessment in grades 2 to 11, inclusive, in English language arts and mathematics and science in grades 5, 8, and 10, which measures content standards adopted pursuant to Section 60605 until a successor assessment is implemented.

The successor assessment shall be limited to the grades and subject areas assessed pursuant to paragraph (1) and subparagraph (B) of paragraph (2).(4) The Early Assessment Program established by Chapter 6 (commencing with Section 99300) of Part 65 of Division 14 of Title 3.

(5)(A) A local educational agency may administer a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605, as it read on January 1, 2013, to pupils who are identified as limited English proficient and enrolled in any of grades 2 to 11, inclusive, until a subsequent primary language assessment aligned to the common core standards in English language arts adopted pursuant to Section 60605.8 is developed pursuant to subparagraph (E).

(B) If a local educational agency chooses to administer a primary language assessment to pupils identified as limited English proficient and enrolled in any of grades 2 to 11, inclusive,

pursuant to subparagraph (A), it shall notify the department in a manner to be determined by the department and the costs shall be paid by the state and included as part of the testing contract, and the department shall provide the local educational agency a per pupil apportionment for administering the assessment pursuant to subdivision (l).

(C) The Superintendent shall consult with stakeholders, including assessment and English learner experts, to determine the content and purpose of a stand-alone language arts summative assessment in primary languages other than English that aligns with the English language arts content standards. The Superintendent shall consider the appropriate purpose for this assessment, including, but not necessarily limited to, support for the State Seal of Bi-literacy and accountability. It is the intent of the Legislature that an assessment developed pursuant to this section be included in the state accountability system.

(D) The Superintendent shall report and make recommendations to the state board at a regularly scheduled public meeting no sooner than one year after the first full administration of the consortium computer-adaptive assessments in English language arts and mathematics summative assessments in grades 3 to 8, inclusive, and grade 11, regarding an implementation timeline and estimated costs of a stand-alone language arts summative assessment in primary languages other than English.

(E) The Superintendent shall develop, and the state board shall adopt, a primary language assessment. The Superintendent shall administer this assessment no later than the 2016–17 school year.

(F) This paragraph shall be operative only to the extent that funding is provided in the annual Budget Act or another statute for the purpose of this section.

(c) No later than March 1, 2016, the Superintendent shall submit to the state board recommendations on expanding the CAASPP to include additional assessments, for consideration at a regularly scheduled public meeting. The Superintendent shall also submit these recommendations to the appropriate policy and fiscal committees of the Legislature and to the Director of Finance in accordance with all of the following:

(1) In consultation with stakeholders, including, but not necessarily limited to, California teachers, individuals with expertise in assessing English learners and pupils with disabilities, parents, and measurement experts, the Superintendent shall make recommendations regarding assessments including the grade level, content, and type of assessment. These recommendations shall take into consideration the assessments already administered or planned pursuant to subdivision (b). The Superintendent shall consider the use of consortium-developed assessments, various item types, computer-based testing, and a timeline for implementation.

(2) The recommendations shall consider assessments in subjects, including, but not necessarily limited to, history-social science, technology, visual and performing arts, and other subjects as appropriate, as well as English language arts, mathematics, and science assessments to augment the assessments required under subdivision (b), and the use of various assessment options, including, but not necessarily limited to, computer-based tests, locally scored performance tasks, and portfolios.

(3) The recommendations shall include the use of an assessment calendar that would schedule the assessments identified pursuant to paragraph (2) over several years, the use of matrix sampling, if appropriate, and the use of population sampling.

(4) The recommendations shall include a timeline for test development, and shall include cost estimates for subject areas, as appropriate.

(5) Upon approval by the state board and the appropriation of funding for this purpose, the Superintendent shall develop and administer approved assessments. The state board shall approve test blueprints, achievement level descriptors, testing periods, performance standards, and a reporting plan for each approved assessment.

(d) For the 2013–14 and 2014–15 school years, the department shall make available to local educational agencies Standardized Testing and Reporting Program test forms no longer required by the CAASPP. The cost of implementing this subdivision, including, but not necessarily limited to, shipping, printing, scoring, and reporting per pupil shall be the same for all local educational agencies, and shall not exceed the marginal cost of the assessment, including any cost the department incurs to implement this section. A local educational agency that chooses to administer an assessment pursuant to this subdivision shall do so at its own expense, and shall enter into an agreement for that purpose with a contractor, subject to the approval of the department.

(e) The Superintendent shall make available a paper and pencil version of any computer-based CAASPP assessment for use by pupils who are unable to access the computer-based version of the assessment for a maximum of three years after a new operational test is first administered.

(f)(1) From the funds available for that purpose, each local educational agency shall administer assessments to each of its pupils pursuant to subdivision (b). As allowable by federal statute, recently arrived English learner pupils are exempted from taking the assessment in

English language arts. The state board shall establish a testing period to provide that all schools administer these tests to pupils at approximately the same time during the instructional year. The testing period established by the state board shall take into consideration the need of local educational agencies to provide makeup days for pupils who were absent during testing, as well as the need to schedule testing on electronic computing devices.

(2) For the 2013–14 school year, each local educational agency shall administer the field tests in a manner described by the department in consultation with the president or executive director of the state board. Additional participants in the field test beyond the representative sample may be approved by the department, and the department shall use existing contract savings to fund local educational agency participation in one or more tests per participant. Funds for this purpose shall be used to allow for maximum participation in the field tests across the state. To the extent savings in the current contract are not available to fully fund this participation, the department shall prorate available funds by test. Local educational agencies shall bear any additional costs to administer these assessments that are in excess of the contracted amount. With approval of the state board and the Director of Finance, the department shall amend the existing assessment contract to accommodate field testing beyond the representative sample, and to allow for special studies using information collected from the field tests.

(g) From the funds available for that purpose, each local educational agency shall administer assessments as determined by the state board pursuant to paragraph (5) of subdivision (c).

(h) As feasible, the CAASPP field tests shall be conducted in a manner that will minimize the testing burden on individual schools. The CAASPP field tests shall not produce individual pupil scores unless it is determined that these scores are valid and reliable.

(i) The governing board of a school district may administer achievement tests in grades other than those required by this section as it deems appropriate.

(j) Subject to the approval of the state board, the department may make available to local educational agencies a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605, as it read on January 1, 2013, for assessing pupils who are enrolled in a dual language immersion program that includes the primary language of the assessment and who are either non limited English proficient or re-designated fluent English proficient until a subsequent primary language assessment aligned to the common core standards in English language arts adopted pursuant to Section 60605.8 is developed pursuant to paragraph (5) of subdivision (b).

The cost for the assessment shall be the same for all local educational agencies and shall not exceed the marginal cost of the assessment, including any cost the department incurs to implement this section. A local educational agency that elects to administer a primary language assessment pursuant to this subdivision shall do so at its own expense and shall enter into an agreement for that purpose with the state testing contractor, subject to the approval of the department.

(k) Pursuant to Section 1412(a)(16) of Title 20 of the United States Code, individuals with exceptional needs, as defined in Section 56026, shall be included in the testing requirement of subdivision (b) with appropriate accommodations in administration, where necessary, and the

individuals with exceptional needs who are unable to participate in the testing, even with accommodations, shall be given an alternate assessment.

(l)(1) The Superintendent shall apportion funds appropriated for these purposes to local educational agencies to enable them to meet the requirements of subdivisions (b) and (c).

(A) For the CAASPP field tests administered in the 2013–14 school year or later school years, the Superintendent shall apportion funds to local educational agencies if funds are specifically provided for this purpose in the annual Budget Act.

(B) The Superintendent shall apportion funds to local educational agencies to enable them to administer assessments used to satisfy the voluntary Early Assessment Program in the 2013–14 school year pursuant to paragraph (4) of subdivision (b).

(2) The state board annually shall establish the amount of funding to be apportioned to local educational agencies for each test administered and annually shall establish the amount that each contractor shall be paid for each test administered under the contracts required pursuant to Section 60643. The amounts to be paid to the contractors shall be determined by considering the cost estimates submitted by each contractor each September and the amount included in the annual Budget Act, and by making allowance for the estimated costs to local educational agencies for compliance with the requirements of subdivisions (b) and (c). The state board shall take into account changes to local educational agency test administration activities under the CAASPP, including, but not limited to, the number and type of tests administered and changes in computerized test registration and administration procedures, when establishing the amount of funding to be apportioned to local educational agencies for each test administered.

(3) An adjustment to the amount of funding to be apportioned per test shall not be valid without the approval of the Director of Finance. A request for approval of an adjustment to the amount of funding to be apportioned per test shall be submitted in writing to the Director of Finance and the chairpersons of the fiscal committees of both houses of the Legislature with accompanying material justifying the proposed adjustment. The Director of Finance is authorized to approve only those adjustments related to activities required by statute. The Director of Finance shall approve or disapprove the amount within 30 days of receipt of the request and shall notify the chairpersons of the fiscal committees of both houses of the Legislature of the decision.

(m) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation for the apportionments made pursuant to paragraph (1) of subdivision (l), and the payments made to the contractors under the contracts required pursuant to Section 60643 or subparagraph (C) of paragraph (1) of subdivision (a) of Section 60605 between the department and the contractor, are "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the applicable fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for that fiscal year.

(n) As a condition to receiving an apportionment pursuant to subdivision (l), a local educational agency shall report to the Superintendent all of the following:(1) The pupils enrolled in the local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c).

(2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency.

(3) The pupils in paragraph (1) who were exempted from the test pursuant to this section.

(o) The Superintendent and the state board are authorized and encouraged to assist postsecondary educational institutions to use the assessment results of the CAASPP, including, but not necessarily limited to, the grade 11 consortium summative assessments in English language arts and mathematics, for academic credit, placement, or admissions processes.

(p) Subject to the availability of funds in the annual Budget Act for this purpose, and exclusive of the consortium assessments, the Superintendent, with the approval of the state board, annually shall release to the public test items from the achievement tests pursuant to Section 60642.5 administered in previous years. Where feasible and practicable, the minimum number of test items released per year shall be equal to 25 percent of the total number of test items on the test administered in the previous year.

(q) On or before July 1, 2014, Sections 850 to 868, inclusive, of Title 5 of the California Code of Regulations shall be revised by the state board to conform to the changes made to this section in the first year of the 2013–14 Regular Session. The state board shall adopt initial regulations as emergency regulations to immediately implement the CAASPP assessments, including, but not necessarily limited to, the administration, scoring, and reporting of the tests, as the adoption of emergency regulations is necessary for the immediate preservation of the public peace, health, safety, or general welfare within the meaning of Section 11346.1 of the Government Code.

Statutes of 2014, Ch. 327 (A.B. 1599)

SEC. 17. Section 60603 of the Education Code is amended to read:

(c) "California Assessment of Student Performance and Progress (CAASPP)" means the comprehensive assessment system, inclusive of consortium-developed assessments, that has the primary purpose of modeling and promoting high-quality teaching and instruction using a variety of assessment approaches and item types.

(k) "End of course examination" means a comprehensive and challenging assessment of pupil achievement in a particular subject area or discipline.

SEC. 18. Section 60604 of the Education Code is amended to read:

(1) Exclusive of the consortium assessments, a plan for producing or adopting valid, fair, and reliable achievement tests as recommended by the Superintendent and adopted by the state board pursuant to the * * * California Assessment of Student Performance and Progress (CAASPP) established by Article 4 (commencing with Section 60640).

(7) A plan for ensuring the security and integrity of the CAASPP assessments.

(b) The Superintendent shall develop and annually update for the Legislature a five-year cost projection, implementation plan for the CAASPP, and a timetable for implementing the system described in Section 60640. The annual update shall be submitted on or before March 1 of each year to the Department of Finance, the state board, and the respective chairpersons of the appropriate fiscal subcommittees considering budget appropriations and the appropriate policy committees in each house. The update shall explain any significant variations from the five-year cost projection for the current year budget and the proposed budget.

(c) The Superintendent shall make resources available that are designed to assist with the interpretation and use of the CAASPP results to promote the use of the results for purposes of

improving pupil learning and educational programs across the full curriculum. The Superintendent shall consider information already provided by assessment consortia to which California belongs or assessment contractors when fulfilling this requirement.

(d) The Superintendent shall make information and resources available to parents, teachers, pupils, administrators, school board members, and the public regarding the CAASPP, including, but not necessarily limited to, system goals, purposes, scoring systems, results, valid uses of assessments, and information on the relationship between performance on the previous state assessments and the CAASPP.

SEC. 19. Section 60607 of the Education Code is amended to read:

Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the California Assessment of Student Performance and Progress (CAASPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course examinations he or she has taken, and the vocational education certification examinations he or she chose to take. (Education Code 60607)

A pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission and the results of an individual pupil on the CAASPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission. (Education Code 60607)

SEC. 22. Section 60641 of the Education Code is amended to read:

State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the California Assessment of Student Performance and Progress (CAASPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards. The districtwide, school-level, and grade-level results of the CAASPP in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting. Aggregated, disaggregated, or group scores or reports that include the results of the CAASPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results.

SEC. 26. Section 60810 of the Education Code is amended to read:

The test or series of tests developed or acquired pursuant to subdivision (a) shall have sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills. Pupils in kindergarten and grade 1 shall be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. The early literacy assessment shall be administered for a period of four years beginning after the initial administration of the assessment or until July 1, 2017, whichever occurs last.

Title 5 of the California Code of Regulations

§ 850. Definitions.

For the purposes of these regulations, the Measurement of Academic Performance and Progress assessment system (as established in Education Code section 60640 and known as "MAPP") shall be designated the California Assessment of Student Performance and Progress (CAASPP), and the following terms shall have the following meanings:

(a) "Accommodations" means resources documented in a pupil's individualized education program (IEP) or Section 504 Plan which the pupil regularly uses in the classroom for instruction and/or assessments(s) and that are either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment. Accommodations cannot fundamentally alter the comparability of scores.

(b) "Achievement tests" means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(c) "Adaptive engine" refers to the mechanism utilized in a computer-adaptive assessment that adjusts the difficulty of grade-level test questions throughout an assessment based on student responses.

(d) "Alternate assessment" means an assessment as provided in Education Code section 60640(k) and its test materials developed to measure the level of performance for a pupil with disabilities who is unable to take the consortium summative assessment in English language arts and mathematics pursuant to Education Code section 60640(b)(1) or are unable to take an assessment of science pursuant to Education Code section 60640(b)(2), even with resources.

(e) "Assessment delivery system" means a set of web applications that manage the registration of pupils for tests, the delivery of those tests to the pupils, scoring of test items,

integration of item scores into an overall test score, and delivery of scores to the Data Warehouse.

(f) "Assessment technology platform" means the electronic systems used to display items, accept item responses, store, deliver, score the tests and restrict access to outside sources, as well as report and manage assessment results. Assessment technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.

(g) "California Alternate Performance Assessment (CAPA)" is the alternate assessment and its test materials as provided in Education Code section 60640(k) for pupils with significant cognitive disabilities.

(h) "California Modified Assessment (CMA)" is the alternate assessment and its test materials for science based on modified achievement standards.

(i) "California Standards Tests (CSTs)" is the assessment and its test materials that measure the degree to which pupils are achieving the state content standards pursuant to Education Code section 60605.

(j) "Data Warehouse" means a comprehensive storehouse of all Smarter Balanced test registrations and results and a system to generate reports on, or extracts of, that data.

(k) "Designated supports" are resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan.

(l) "Eligible pupil," with the exception of subdivisions (1) through (3) below, is any pupil taking an assessment pursuant to Education Code section 60640, who is not exempt from participation in assessments pursuant to Education Code section 60615 or who is not a recently arrived English learner pupil exempt from participating in the English Language Arts assessment pursuant to Education Code section 60640(f)(1).

(1) For the primary language test, an eligible pupil is an English learner with a primary language for which a test is optional pursuant to Education Code section 60640.

(2) For CAPA, an eligible pupil is any pupil in grades 2 through 11, inclusive, who has an IEP that designates the use of the alternate assessment.

(3) For the CMA, an eligible pupil is any pupil in grades 5, 8, or 10, who has an IEP that designates the use of the modified assessment in science.

(m) "Embedded" means a resource, whether a universal tool, designated support, or accommodation, that is part of the assessment technology platform for the computer-based CAASPP tests.

(n) "Grade" means the grade in which the pupil is enrolled at the time of testing, as determined by the local educational agency.

(o) "Individualized aid" means a type of resource that a pupil regularly uses in a classroom for instruction and/or assessment that has not been previously identified as a universal tool, designated support or accommodation. Because an individualized aid has not been previously identified as a universal tool, designated support or accommodation, it may or may not invalidate the measurement of the test(s).

(p) "Local educational agency (LEA)" means a county office of education, school district, state special school, or direct-funded charter school as described in Education Code section 47651. LEA superintendent, for purposes of these regulations, includes an administrator of a direct-funded charter school.

(q) "Non-embedded" means a resource, whether a universal tool, designated support, or accommodation, that may be provided by the LEA and is not part of the assessment technology platform for the computer-based CAASPP tests.

(r) "Nonpublic schools (NPS)" are nonpublic, nonsectarian schools as set forth in Education Code section 56034.

(s) "Primary language test" means a test as provided in Education Code sections 60640(b) and (c) and its test materials in each primary language for which a test is available for English learners. The primary language test is the Standards-based Tests in Spanish (STS).

(t) "Pupil" refers to a student enrolled in a California public school.

(u) "Recently arrived English learner" means a pupil designated as an English learner who is in his or her first 12 months of attending a school in the United States as specified in Education Code section 60603(v).

(v) "Registration system" means the mechanism that provides administrators with the tools to manage users and pupils participating in CAASPP computer-based assessments. The engine uses a role-specific design to restrict access to certain tasks based on the user's designated role as well as manage pupils' default test settings, designated supports, and accommodations.

(w) "Resource(s)" refers to a universal tool, designated support, accommodation, and/or an individualized aid.

(x) "Scribe" is an employee of the LEA or a person assigned by an NPS to implement a pupil's IEP who has signed a CAASPP Test Security Affidavit and has received training to transcribe a pupil's responses to the format required by the test. A pupil's parent or guardian is not eligible to be the pupil's scribe.

(y) A "significant medical emergency" is a significant accident, trauma, or illness (mental or physical) that precludes a pupil from taking the achievement tests. An accident, trauma, or illness is significant if the pupil has been determined by a licensed physician to be unable to participate in the tests.

(z) "Smarter-Balanced Assessment Consortium (Smarter Balanced)" is the multi-state consortium responsible for the development of the English language arts and mathematics summative assessments administered pursuant to Education Code section 60640(b)(1) and the interim assessments and formative assessment tools administered pursuant to Education Code section 60642.6.

(aa) "Standards-based Tests in Spanish (STS)" are the achievement tests and the test materials that are administered at the option of the LEA as the primary language test as provided in Education Code sections 60640(b) and (c) for pupils whose primary language is Spanish or to pupils enrolled in a dual immersion program that includes Spanish.

(ab) "Streamlining" means an accommodation on a computer-based assessment that provides an alternate display of an item, stacked into instructions, stimuli, and response choices.

(ac) "Test examiner" is an employee or contractor of an LEA or an NPS who has signed a CAASPP Test Security Affidavit and has received training to administer the tests. For an

alternate assessment, the test examiner must be a certificated or licensed school, district, or county staff member.

(ad) "Test materials" include, but are not limited to, administration manuals, administrative materials, test booklets, assessment technology platform, practice tests, scratch paper, and test answer documents.

(ae) "Test proctor" is an employee of an LEA, or a person assigned by an NPS to implement a pupil's IEP or Section 504 Plan, who has signed a CAASPP Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests.

(af) "Translator" is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to sections 853.5 and 853.7, who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the assessments pursuant to Education Code section 60640. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:

(1) an employee of an LEA;

(2) an employee of the NPS; or

(3) a person supervised by an employee of an LEA or an employee of the NPS.

(ag) "Universal tools" are resources of the CAASPP tests that are available to all pupils.

§ 851. Pupil Testing.

(a) LEAs shall administer the achievement tests and may administer the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in an LEA on the date testing begins in the pupil's school or LEA.

(b) No later than start of the 2014-2015 school year, for the purposes of the CAASPP assessment system, a charter school which is not an LEA as defined in Education Code section 60603(o) shall test with, dependent on, the LEA that granted the charter or was designated the oversight agency by the State Board of Education (SBE).

(c) LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

(d) No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit.

§ 852. Pupil Exemptions.

(a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.

(b) The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children.

§ 853. Administration.

(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5 and 853.7. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

(b) The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine.

(c) If available, an LEA may utilize a paper-pencil version of any computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code

section 60640(e), and if the LEA identifies the pupils that are unable to access the CBA version of the test.

(d) Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment is the responsibility of the LEA.

§ 853.5. Use of Universal Tools, Designated Supports, and Accommodations.

(a) All pupils shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;

(2) calculator for specific mathematic items;

(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);

(5) English glossary for reading, writing, listening, and mathematics;

(6) expandable passages for reading, writing, listening, and mathematics;

(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);

(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;

(10) mark for review for reading, writing, listening, and mathematics;

(11) math tools for specific mathematics items;

(12) spell check for specific writing items;

(13) strikethrough for reading, writing, listening, and mathematics;

(14) writing tools for specific pupil generated responses; or

(15) zoom for reading, writing, listening, and mathematics.

(b) All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) breaks;

(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;

(3) scratch paper;

(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;

(5) color overlay for science and primary language test;

(6) math tools (i.e., ruler, protractor) for specific mathematics items;

(7) simplify or clarify test administration directions (does not apply to test questions); or

(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

(c) All pupils shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section

504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;

(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;

(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;

(6) translations (stacked) for mathematics; or

(7) turn off any universal tool for reading, writing, listening, and mathematics.

(d) All pupils shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting;

(10) translations (glossary) for mathematics; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;

(13) translations (glossary) for science and primary language test; or

(14) administration of the test at the most beneficial time of day for the pupil.

(e) The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:

(1) American Sign Language for listening and mathematics;

(2) braille for reading, writing, listening, and mathematics;

(3) closed captioning for listening;

(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or

(5) streamlining for reading, writing, listening, and mathematics.

(f) The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:

(1) read aloud for primary language test;

(2) American Sign Language for listening, mathematics, and science;

(3) braille for paper-pencil tests;

(4) abacus for mathematics and science;

(5) alternate response options for reading, writing, listening, and mathematics;

(6) calculator for specific mathematics items;

(7) multiplication table for mathematics beginning in grade 4;

(8) print on demand for reading, writing, listening, and mathematics;.

(9) read aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate braille skills;

(10) scribe for writing, science, and primary language test;

(11) speech-to-text; or

(12) large-print version of a paper-pencil test.

(g) An LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:

(1) LEA name and CDS code;

(2) school/test site and school code;

(3) school/test site address, city, and zip code;

(4) LEA CAASPP coordinator name, phone number, and email address;

(5) CAASPP test site coordinator name, phone number, and email address;

(6) school/test site testing window dates;

(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;

(8) CAASPP test and grade; and

(9) the individualized aid being requested.

(h) Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:

(1) English dictionary for reading, listening, mathematics, science, and primary language;

(2) thesaurus for reading, listening, mathematics, science and primary language;

(3) translated test directions for reading, writing, or listening;

(4) bilingual dictionary for reading, listening, mathematics, science and primary language;

(5) translations (glossary) for reading, writing, and listening;

(6) read aloud for reading passages in grades 3, 4, and 5;

(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;

(8) calculator for non-specified mathematics items or science;

(9) math tools (i.e., ruler, protractor) for non-specified mathematics items; and

(10) multiplication table for mathematics in grade 3.

(i) If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use.

§ 853.7. Use of Designated Supports for English Learners.

(a) An English learner (EL) shall be permitted the following embedded designated supports, when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;

(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics and reading items, but not passages;

(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;

(6) translations (stacked) for mathematics; or

(7) turn off any universal tool for reading, writing, listening, and mathematics.

(b) An EL shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting;

(10) translations (glossary) for mathematics (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (a));

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;

(13) translations (glossary) for science and primary language test; or

(14) administration of the test at the most beneficial time of day for the pupil.

§ 855. Testing Period.

(a)(1) For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

(2) For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. If an LEA elects to administer the primary language test, it shall do so during this same testing window.

(b) Beginning in the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) shall be administered to each pupil during the following testing windows:

(1) Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing.

(2) For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

(3) The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days

that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window.

(c) The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded.

§ 857. LEA CAASPP Coordinator.

(a) On or before September 30 of each school year, the superintendent of each LEA shall:

(1) designate from among the employees of the LEA an LEA CAASPP coordinator;

(2) identify school(s) with pupils unable to access the CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBA version of a CAASPP test.

(b) The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system.

(c) The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

§ 858. CAASPP Test Site Coordinator.

(a) At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.

(b) The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests.

(c) The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes.

(d) The CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are correctly entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations.

§ 859. CAASPP Test Security Agreement and Test Security Affidavit.

(a) All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, set forth in subdivision (b), before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(b) The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having

access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For an alternate assessment (CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.

Signed: _____

Print Name: _____

Title: _____

LEA: _____

Date: _____

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.

(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.

(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.

(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.

(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.

(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.

(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.

(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.

(10) If I will administer and/or observe the administration of an alternate assessment (CAPA or its successor alternate assessment), which means that I am a certificated or a licensed LEA employee and a trained examiner, I will keep all the alternate assessment (CAPA or its

successor alternate assessment) materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.

(11) I will actively supervise pupils throughout the paper-pencil testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (non-embedded universal tools, designated supports, accommodations, or individualized aids) needed for the test being administered.

(12) I will actively supervise pupils throughout the testing session and verify that pupils have selected the appropriate assessment for the testing session and have completed any necessary preceeding test sections and/or classroom activities.

(13) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.

(14) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____

Print Name: _____

Position: _____

School: _____

LEA: _____

Date: _____

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

§ 861. Data Elements for Test Registration and State and Federal Reporting.

(a) In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS).

(b) In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:

(1) if an eligible pupil is not tested due to a significant medical emergency;

(2) if a pupil used a designated support;

(3) if a pupil used an individualized aid;

(4) if a pupil used an accommodation(s);

(5) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);

(6) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and

(7) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.

(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting.

§ 862. Apportionment Information Report.

(a) Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:

(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.

(2) The number of pupils in each school and in the LEA tested with the alternate assessment.

(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.

(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.

(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.

(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).

(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.

(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:

(1) The LEA has returned all secure test materials, and

(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either;

(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or

(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began.

§ 862.5. Apportionment to LEAs.

(a) The amount of funding to be apportioned to the LEA shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:

(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.

(2) All expenses incurred at the LEA and school/test site(s) related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.

(4) All costs associated with transmitting the pupil report(s) to parents/guardians.

(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.

(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils.

§ 863. CAASPP Pupil Reports and Cumulative Record Labels.

(a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.

(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.

(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities.

§ 864. LEA Compliance with Contractor Requirements.

(a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.

(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:

(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and

(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

The estimated costs from implementing the additions/amendments of Statutes 2013-2014 Chapter 489 (A.B. No. 484); Statutes 2014 Chapter 327 (A.B. No. 1599); Statutes 2014 Chapter 32 (S.B. No. 858); Title Five California Code of Regulations Sections 850-864 will greatly exceed $1,000.00.

A. <u>A detailed description of the new activities and costs that arise from the mandate.</u>

Statutes 2013-2014 Chapter 489 (A.B. No. 484); Statutes 2014 Chapter 327 (A.B. No. 1599); Statutes 2014 Chapter 32 (S.B. No. 858); and Title Five California Code of Regulations Sections 850-864 result in school districts incurring costs mandated by the state, as defined in Government Code section, 17514, by creating new state-mandated duties related to the uniquely governmental function of providing public education to children. The Statutes and regulations apply only to schools and do not apply generally to all residents and entities in the state.

School districts have incurred or will incur costs implementing the following activities:

(a) To review the requirements in Statutes 2013-2014 Chapter 489 (A.B. No. 484); Statutes 2014 Chapter 327 (A.B. No. 1599); Statutes 2014 Chapter 32 (S.B. No. 858); Title Five California Code of Regulations Sections 850-864.

(b) To train and hire administrators, teachers and other school district personnel on the requirements in Statutes 2013-2014 Chapter 489 (A.B. No. 484); Statutes 2014 Chapter 327 (A.B. No. 1599); Statutes 2014 Chapter 32 (S.B. No. 858); Title Five California Code of Regulations Sections 850-864 and administration instructions relating to the California Assessment of Student Performance and Progress (CAASPP) program including, without limitation, test administration and reporting requirements, training associated with installation and operation of new devices.

(c) To administer the tests for the CAASPP program including, without limitation, determining school district and test site test and test materials needs; purchasing testing materials; collecting CAASPP Test Security Agreements from every person who has access to

tests and other test materials; maintaining security over test material and test data; submitting pupil demographic information; staff time of teachers, classroom aides, exam proctors and other school district personnel in administering the tests to pupils;

(d) To maintain individual records of the tests in pupil records.

(e) To report the individual results of the CAASPP Program tests to the pupils' parents or guardians, to the pupils' schools, and the pupils' teachers, including preparation and mailing of reports.

(f) To report the results of the CAASSP Program tests and the tests to the school district governing board on a districtwide and school-by school basis.

(g) To submit to the DOE the information on the CAASSP Program.

(h) To process requests for exemption from testing filed by parents and guardians.

(i) To review the IEPs of children with disabilities to determine if the IEPs contain an express exemption from testing.

(j) To determine the appropriate grade level test for special education pupils and to provide appropriate testing adaptations and accommodations for these pupils.

(1) To develop and implement procedures for items (a) through (j) above.

(k) Purchase student devices, including, but not limited to, Smarter Balance Assessment Consortium compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks; software (and subsequent updates) Computer and tablet peripherals such as ear buds, mice keyboards that are necessary for students to complete the assessment, Bandwidth improvements/infrastructure; asset tags, packing supplies, testing furniture.

(l) Purchase and implement Smarter Balance Assessment Consortium requirements, including, but not limited to technical technology manuals and other formative and summative assessments administered pursuant to Education Code section 60640(b)(1) and Education Code section 60642.6.

Other Activities

Developing and implementation of internal policies, training, procedures and forms relating to the administration of the CAASPP Program. (One-time)

B. A detailed description of existing activities and costs that are modified by the mandate.

School districts have incurred or will incur costs implementing the following activities that are modified:

(a) To train certificated, classified and other personnel to administer the tests for the CAASPP program including, without limitation, determining school district and test site test and test materials needs; purchasing testing materials; collecting CAASPP Test Security Agreements from every person who has access to tests and other test materials; maintaining security over test material and test data; submitting pupil demographic information; staff time of teachers, classroom aides, exam proctors and other school district or contracted personnel in administering the tests to pupils;

(b) To report the individual results of the CAASPP Program tests to the pupils' parents or guardians, to the pupils' schools, and the pupils' teachers, including preparation and mailing of reports.

(c) To report the results of the CAASSP Program tests and the tests to the school district governing board on a districtwide and school-by school basis.

(d) To review the IEPs of children with disabilities to determine if the IEPs contain an express exemption from testing.

(e) To determine the appropriate grade level test for special education pupils and to provide appropriate testing adaptations and accommodations for these pupils.

(f) Claimants incorporate all activities stated in Section A. (A detailed description of the new activities and costs that arise from the mandate.)

C. The actual increased costs incurred by the claimant during the fiscal year for which the claim was filed to implement the alleged mandate.

Required Costs (2013-14)	**Santa Ana Unified School District**	**Porterville Unified School District**	**Plumas Unified School District**	**Plumas County Office of Education**
Devices	$2,551,64.55	$3,412,197.96	$2,724.71	$45,416.24
Bandwidth improvements/infrastructure	$334,140.96	$306,213.25	$25,000.00	$69,829.35
Accessories	$230,834.44	$7,237.98	$7,788.14	$1,501.47
Miscellaneous	$2,656.75	Included with Accessories.	$272,243.00	$24,207.12
Training/Personnel	TBD	Included with Staff Time.	$272,243.00	$214,756.82
Staff Time/Extra Duty	$98,599.00	$106,275.60	$72,648.69	1,072.08
TOTAL	$3,217,495.70	$3,831,924.79	$509,533.07	$356,783.08

D. The actual or estimated annual costs that will be incurred by the claimant to implement the alleged mandate during the fiscal year immediately following the fiscal year for which the claim was filed.

Required Costs (Estimated 2014-15)	Santa Ana Unified School District	Porterville Unified School District	Plumas Unified School District	Plumas Unified County Officer of Education
Devices	$5,557,947.20	$2,627,416.09	$600,000.00	$10,000
Bandwidth improvements/ infrastructure	$3,005,852.03	$395,231.45	$1,025,881.79	$119, 829.35
Accessories	$22,334.40	$102,326.44	$50,000.00	$3,804.00
Miscellaneous	$333.60	Included with Accessories.	$7,497.12	$16,456.18
Training	TBD	Included with Staff Time.	$81,865.75	$1,500.00
Staff Time/Extra Duty	$23,387.00	$215,866.69	$169,499.74	$228,472.11
TOTAL	$8,609,854.23	$3,340,840.67	$1,934,744.40	$380,061.64

E. A statewide cost estimate of increased costs that all local agencies or school districts will incur to implement the alleged mandate during the fiscal year immediately following the fiscal year for which the claim was filed.

$1,000,000,000.00

F. Identification of all of the following funding sources available for this program:

(i) Dedicated state funds[1]

Claimant is unaware at this time of any other dedicated state funds available for this program.

[1] Whenever the Legislature or any state agency mandates a new program or higher level of service on any local government, the State shall provide a subvention of funds to reimburse that local government for the costs of the program or increased level of service. (Cal. Const. art. 13B, § 6)

(ii) Dedicated federal funds

Claimant is unaware at this time of any other dedicated state funds available for this program.

(iii) Other nonlocal agency funds

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(iv) The local agency's general purpose funds

Claimant is unaware at this time of any other dedicated state funds available for this program.

(v) Fee authority to offset costs.

Claimant is unaware at this time of any other dedicated state funds available for this program.

G. Identification of prior mandate determinations made by the Board of Control or the Commission on State Mandates that may be related to the alleged mandate.

1.) Standardized Testing and Reporting (STAR) 97-TC-23.
2.) Reconsideration of Test Claim 04-RL-9723-01, Statement of Decision (issued July 28, 2005)

H. Identification of a legislatively determined mandate pursuant to Government Code section 17573 that is on the same statute or executive order.

Claimant is unaware at this time of any other dedicated state funds available for this program.

SECTION NUMBER: 6
Heading: AMENDED DECLARATION

I, Micheline Miglis, Superintendent for the Plumas County Office of Education, declare as follows:

Section A. The actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate.

It is estimated the increased costs that will be incurred by the claimant to implement the alleged mandate is approximately:

	2013-2014 Actual Costs	2014-2015 Actual/Est. Costs
Devices:		
This includes all student devices purchased (laptops).	$45,416.24	
This includes all student devices needed for full implementation of testing (SEAC compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks).		$10,000.00
Estimate of current and future needs for full implementation.		
Bandwidth improvements/infrastructure:		
This includes cost of consultant to implement fiber needed to facilitate the pilot and ultimately full implementation, plus cost of internet access.	$69,829.35	
This includes cost of consultant to implement fiber needed to facilitate the pilot and ultimately full implementation, plus cost of internet access.		
Year to date:		$69,829.35
Estimate of current and future needs for full implementation.		$50,000.00

Accessories: Computer and tablet peripherals such as headphones, headsets, monitors, etc. that are necessary for students to complete the assessment. Computer and tablet peripherals such as headphones, docking stations, headsets, mice, keyboards, etc. that are necessary for students to complete the assessment. Year to date: *Estimate of current and future needs for full implementation.*	$1,501.47	$804.00 $3,000.00
Personnel: Administrative and support staff to assist in the preparation and implementation of testing. Administrative and support staff to assist in the preparation and implementation of testing. (actual plus estimated)	$214,756.82	$228,472.11
Miscellaneous: Projectors, laptops/desktops, software etc. for each classroom for teachers to practice and model for the state assessment. Intervention, software, delivery of necessary equipment; asset tags, student furniture, other as yet un-indentified needs to fully implement mandate. Year to date: *Estimate of current and future needs for full implementation.*	$24,207.12	$15,456.18 $1,000.00
Training: Professional development for teachers re: State Standards; formative and interim assessment; accessing sample test questions and professional Learning Communities; and preparing for annual test.	$1,072.08	

Ongoing professional development for teachers. *Estimate of current and future needs for full implementation.*		$1500.00
Total:	$356,783.08	$380,061.64

Section B. Identify all local, state, or federal funds, and fee authority that may be used to offset the increased costs that will be incurred by the claimant to implement the alleged mandate, including direct and indirect costs:

Common Core Implementation Block Grant

Section C. Describe new activities performed to implement specified provisions of the new statute or executive order alleged to impose a reimbursable state-mandated program (specific references shall be made to chapters, articles, sections or page numbers alleged to impose a reimbursable state mandated program):

1. Statutes 2013-2014 Chapter 489 (A.B. No. 484); Sections 3, 5, 9, 12, 15, 16, 28, 28.5.
2. Statutes 2014 Chapter 32 (S.B. No. 858); Sections 49.
3. Statutes 2014 Chapter 327 (A.B. No. 1599); Sections 17, 18, 19, 22, 24, 26.
4. Title 5, California Code of Regulations Sections 850-864.
5. Title 5, California Code of Regulations Sections 850-864. (Certificate of Compliance Effective August 27, 2014)

New Activities

1. Administration of the achievement tests (Smarter Balanced Field Tests, California Standard Test (CST), CMA, CAPA, California Measurement of Academic Performance and Progress for the 21st Century (CalMAPP21), primary language tests, California Assessment of Student Performance and Progress (CAASPP), a consortium summative assessment in English language arts and mathematics to all pupils in grades 3 through 8, inclusive. For grades 9 and 10 students selected for the scientific sample are/were expected to participate. In grade 11 all students selected for the scientific sample are expected to participate. (Ed. Code, §§ 60640, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851(a).)

2. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code § 60640(f)(2). (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(1).)

3. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(2).)

4. Science grade level assessments in grades 5, 8, and 10 that measure content standards adopted pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B). (Cal. Educ. Code § 60640)

5. In the 2014-15 school year, the CAASPP tests pursuant to Education Code section 60640(b) shall be administered to each pupil during the following testing windows: Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(1).)

6. For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(2).)

7. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window. (Ed. Code, §§ 60640, Cal. Code Regs., tit. 5, §§ 855, subd. (b)(3).)

8. The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded. (Cal. Code Regs., tit. 5, §§ 855, subd. (c).)

9. Administration of the assessments in English language arts and mathematics shall occur in 2014-15 school year. (Ed. Code, §§ 60648.5, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851 and 855.)

10. LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit. (Cal. Code Regs. tit. 5, § 851(c)(d).)

11. Administration of an additional test to pupils of limited English proficiency who are enrolled in grades 2 through 11, if the pupil was initially enrolled in any school district less than 12 months before the date that the English language test was given. (Ed. Code, § 60640, subd. (g).)

12. Exemption of pupils from the CAASSP Program tests upon request of their parent or guardian. (Ed. Code, §§ 60615, 60640, subd. (j); Cal. Code Regs., tit. 5, § 852, subd. (a).)

13. Exemption from testing for pupils if the pupil's individualized education program has an exemption provision. (Ed. Code, § 60640, subds. (e), (j); Cal. Code Regs., tit. 5, § 852, subd. (b).)

14. Determination of the appropriate grade level test for each pupil in a special education program. (Cal. Code Regs., tit. 5, § 852, subd. (b).)

15. (a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.
(b)The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children. (Cal. Code Regs., tit. 5, § 852, subd. (a)(b)(c))

16.(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5 and 853.7. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.
(b) The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine.
(c) If available, an LEA may utilize a paper-pencil version of any computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code section 60640(e), and if the LEA identifies the pupils that are unable to access the CBA version of the test.
(d) Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment is the responsibility of the LEA. (Cal. Code Regs., tit. 5, § 853, subd. (a)(b)(c)(d))

17. All pupils shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;
(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics. (Cal. Code Regs., tit. 5, § 853.5 (a)(1-15).)

18. All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting). (Cal. Code Regs., tit. 5, § 853.5 (b)(1-8).)

19. All pupils shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (c)(1-7).)

20. All pupils shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Cal. Code Regs., tit. 5, § 853.5 (d)(1-14).)

21. The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:
(1) American Sign Language for listening and mathematics;
(2) Braille for reading, writing, listening, and mathematics;
(3) closed captioning for listening;
(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or
(5) streamlining for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (e)(1-5).)

22. The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:
(1) read aloud for primary language test;
(2) American Sign Language for listening, mathematics, and science;
(3) Braille for paper-pencil tests;
(4) Abacus for mathematics and science;
(5) Alternate Response Options for reading, writing, listening, and mathematics;
(6) Calculator for specific mathematics items;
(7) Multiplication Table for mathematics beginning in grade 4;
(8) Print on Demand for reading, writing, listening, and mathematics;.
(9) Read Aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate Braille skills;
(10) Scribe for writing, science, and primary language test;
(11) Speech-to-Text; or
(12) Large-Print version of a paper-pencil test.
(Cal. Code Regs., tit. 5, § 853.5 (f)(1-12).)

23. A LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:
(1) LEA name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) LEA CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.
(Cal. Code Regs., tit. 5, § 853.5 (g)(1-9).)

24. Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports

with their actual score. The following non-embedded individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:
(1) English dictionary for reading, listening, mathematics, science, and primary language;
(2) Thesaurus for reading, listening, mathematics, science and primary language;
(3) Translated Test Directions for reading, writing, or listening;
(4) Bilingual Dictionary for reading, listening, mathematics, science and primary language;
(5) Translations (glossary) for reading, writing, and listening;
(6) Read aloud for reading passages in grades 3, 4, and 5;
(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;
(8) Calculator for non-specified mathematics items or science;
(9) Math tools (i.e., ruler, protractor) for non-specified mathematics items; and
(10) Multiplication Table for mathematics in grade 3.
(Cal. Code Regs., tit. 5, § 853.5 (h)(1-10).)

25. If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use. (Cal. Code Regs., tit. 5, § 853.5 (i).)

26. (a) An English learner (EL) shall be permitted the following embedded designated supports, when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics and reading items, but not passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(b) An EL shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (a));
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Education Code Sections 60605 and 60640; (Cal. Code Regs., tit. 5, §§ 853.7)

27. Designation of a CAASPP district coordinator. (Cal. Code Regs., tit. 5, §§ 857-859.)

28. On or before September 30 of each school year, the superintendent of each LEA shall:
(1) designate from among the employees of the LEA an LEA CAASPP coordinator;
(2) identify school(s) with pupils unable to access the CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBA version of a CAASPP test.
(Cal. Code Regs. tit. 5, § 857 (a)(1,2,3).)

29. The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system. (Cal. Code Regs. tit. 5, § 857 (b).)

30. The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. The LEA

CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. (Cal. Code Regs. tit. 5, § 857 (c)(d)(e).)

31. Designation of a CAASPP test site coordinator at each test site. (Cal. Code Regs., tit. 5, §§ 857-859.)

32. At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. (Cal. Code Regs. tit. 5, § 858 (a).)

33. The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. (Cal. Code Regs. tit. 5, § 858 (b).)

34. The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes. The CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are correctly entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations. (Cal. Code Regs. tit. 5, § 858 (c)(d).)

35. All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, before receiving any of the test materials or tests administered pursuant to Education Code section 60640 and perform all the tasks included in the agreement. (Cal. Code Regs. tit. 5, § 859 (a).)

The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.
(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.
(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.
(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.
(6) For an alternate assessment (CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.
Signed: _____
Print Name: Micheline G. Miglis
Title: County Superintendent
LEA: Plumas County Office of Education
Date: 16 March 2015

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:
CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.
(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.
(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.
(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.
(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.
(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.
(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.

(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of an alternate assessment (CAPA or its successor alternate assessment), which means that I am a certificated or a licensed LEA employee and a trained examiner, I will keep all the alternate assessment (CAPA or its successor alternate assessment) materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the paper-pencil testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (non-embedded universal tools, designated supports, accommodations, or individualized aids) needed for the test being administered.
(12) I will actively supervise pupils throughout the testing session and verify that pupils have selected the appropriate assessment for the testing session and have completed any necessary preceding test sections and/or classroom activities.
(13) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.
(14) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____
Print Name: Micheline G. Miglis
Position: County Superintendent
School: Plumas County Community School; Plumas County Alternative Programs
LEA: Plumas County Office of Education
Date: 16 March 2015

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s). (Cal. Code Regs. tit. 5, § 859 (a)(b:1-6)(c)(d:1-4), (A)(B)(C),(d:5-14)(e).)

36. Inclusion of Program test results in each pupil's record of accomplishment. (Ed. Code, §§ 60607, subd. (a), 60641, subd. (a).)

37. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). (Cal. Code Regs. tit. 5, § 861 (a).)
In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used a designated support;
(3) if a pupil used an individualized aid;
(4) if a pupil used an accommodation(s);
(5) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(6) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(7) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting. (Cal. Code Regs., tit. 5, § 861(b: 1-7)(c).)

38. Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:

(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.
(2) The number of pupils in each school and in the LEA tested with the alternate assessment.
(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.
(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.
(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.
(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.
(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).
(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.
(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:
(1) The LEA has returned all secure test materials, and
(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either:
(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or
(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began. (Cal. Code Regs., tit. 5, § 862(a:1-8)(b:1-2)(A)(B).)

39. (a) The amount of funding to be apportioned to the LEA shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:
(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.
(2) All expenses incurred at the LEA and school/test site(s) related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.
(4) All costs associated with transmitting the pupil report(s) to parents/guardians.
(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.
(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils. (Cal. Code Regs., tit. 5, § 862.5 (a:1-5)(b).)

40. (a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.
(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.
(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities. Reporting of individual program test results in writing to each pupil's parent or guardian and to the pupil's school and teachers as well as maintaining the pupil's scores with the pupil's permanent school records. (Ed. Code, § 60641, subds. (a; b); Cal. Code Regs., tit. 5, § 863 (a-c).)

41. Reporting of district-wide, school-level, and class-level results to the school district's governing board or county office of education. (Ed. Code, § 60641.)

42. (a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.
(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:
(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and
(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test. (Cal. Code Regs., tit. 5, § 864 (a)(b:1-2.)

43. Provide grade 11 assessments to pupils, parents or legal guardians. (Ed. Code, § 60641, subd. (e).)

44. Provide interim and formative assessment tools for kindergarten and grades 1-12. (Ed. Code, § 60642.6.);

45. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take. (Education Code 60607)

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46. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the California Assessment of Student Performance and Progress (CAASPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course examinations he or she has taken, and the vocational education certification examinations he or she chose to take. (Education Code 60607)

47. A pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission and the results of an individual pupil on the CAASPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission. (Education Code 60607)

48. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the California Assessment of Student Performance and Progress (CAASPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards. The districtwide, school-level, and grade-level results of the CAASPP in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting. Aggregated, disaggregated, or group scores or reports that include the results of the CAASPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were

tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results. (Education Code 60641)

49. A local educational agency shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the California Assessment of Student Performance and Progress. (Education Code 60643.6)

50. The test or series of tests developed or acquired pursuant to subdivision (a) shall have sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills. Pupils in kindergarten and grade 1 shall be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. The early literacy assessment shall be administered for a period of four years beginning after the initial administration of the assessment or until July 1, 2017, whichever occurs last. (Education Code 60643.6)

51. Training and review of the CAASSP Program requirements as outlined in the test claim legislation and regulations by school district staff.

52. Developing and implementation of internal policies, training, procedures and forms relating to the administration of the CAASPP Program. Developing internal policies, procedures, and forms to implement the CAASP. (One-time)

53. In California, all students in grades 3 through 8 and 11 will participate in the 2015 Smarter Balanced tests, which include both ELA and mathematics content areas. These tests are administered online.

54. In 2015 the CSTs in Science are to be administered to students in grades 5, 8, and 10.

55. In 2015 the CMA for Science tests are to be administered to students in grades 5, 8, and 10 who have an individualized education program (IEP).

56. In 2015 the CAPA for Science tests are individually administered performance assessments for students in grades 5, 8, and 10 who have significant cognitive disabilities and who are unable to take either the CSTs even with accommodations or modifications or the CMA with accommodations.

57. In 2015 the STS are multiple-choice tests that allow Spanish-speaking English learners in grades 2 through 11 to demonstrate their knowledge of the California content standards by taking a reading/language arts (RLA) assessment in their primary language.

Section D.

Not Applicable.

Section F.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: March 13, 2015

MICHELINE MIGLIS, SUPERINTENDENT FOR
THE PLUMAS COUNTY OFFICE OF EDUCATION

SECTION NUMBER: 6
Heading: AMENDED DECLARATION

I, Micheline G. Miglis, Superintendent for the Plumas Unified School District, declare as follows:

Section A. The actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate.

It is estimated the increased costs that will be incurred by the claimant to implement the alleged mandate is approximately:

	2013-2014 Actual Costs	2014-2015 Actual/Est. Costs
Devices:		
This includes all student devices purchased (monitors; student calculators)	$2,724.71	
This includes all student devices needed for full implementation of testing (SEAC compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks).		
Estimate of current and future needs for full implementation.		$600,000.00
Bandwidth improvements/infrastructure:		
This includes fiber updates that were made to facilitate the pilot and ultimately full implementation	$25,000.00	
This includes fiber updates, servers, and software needed to facilitate the pilot and ultimately full implementation.		
Year to date:		$25,881.79
Estimate of current and future needs for full implementation.		$1,000,000.00

Personnel: Administrative and support staff to assist in the preparation and implementation of testing.	$129,128.53	
Teachers: 2 hours each x 90 staff for training video to facilitate testing ($58.25/hr avg w/salary and benefits)		$10,485.00
Counselors: 20 hrs each x 3 staff to prepare and organize ($54.80/hr avg w/salary and benefits)		$3,288.00
Administrative and support staff to assist in the preparation and implementation of testing. (actual plus estimated)		$155,726.74
Miscellaneous: Scanners, print servers, laptops/desktops for each classroom for teachers to practice and model for the state assessment.	$272,243.00	
Asset tags, student furniture, other as yet unidentified needs to fully implement mandate.		
Year to date:		$2,497.12
Estimate of current and future needs for full implementation.		$5,000.00
Training: Professional development for teachers re: State Standards; formative and interim assessment; accessing sample test questions and professional Learning Communities; and preparing for annual test.	$72,648.69	
Ongoing professional development for teachers.		$31,865.75
Estimate of current and future needs for full implementation.		$50,000.00
Total:	$509,533.07	$1,934,744.40

Section B. Identify all local, state, or federal funds, and fee authority that may be used to offset the increased costs that will be incurred by the claimant to implement the alleged mandate, including direct and indirect costs:

Common Core Implementation Block Grant

Section C. Describe new activities performed to implement specified provisions of the new statute or executive order alleged to impose a reimbursable state-mandated program (specific references shall be made to chapters, articles, sections or page numbers alleged to impose a reimbursable state mandated program):

1. Statutes 2013-2014 Chapter 489 (A.B. No. 484): Sections 3, 5, 9, 12, 15, 16, 28, 28.5.
2. Statutes 2014 Chapter 32 (S.B. No. 858); Sections 49.
3. Statutes 2014 Chapter 327 (A.B. No. 1599); Sections 17, 18, 19, 22, 24, 26.
4. Title 5, California Code of Regulations Sections 850-864.
5. Title 5, California Code of Regulations Sections 850-864. (Certificate of Compliance Effective August 27, 2014)

New Activities

1. Administration of the achievement tests (Smarter Balanced Field Tests, California Standard Test (CST), CMA, CAPA, California Measurement of Academic Performance and Progress for the 21st Century (CalMAPP21), primary language tests, California Assessment of Student Performance and Progress (CAASPP), a consortium summative assessment in English language arts and mathematics to all pupils in grades 3 through 8, inclusive. For grades 9 and 10 students selected for the scientific sample are/were expected to participate. In grade 11 all students selected for the scientific sample are expected to participate. (Ed. Code, §§ 60640, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851(a).)

2. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code § 60640(f)(2). (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(1).)

3. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's

instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(2).)

4. Science grade level assessments in grades 5, 8, and 10 that measure content standards adopted pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B). (Cal. Educ. Code § 60640)

5. In the 2014-15 school year, the CAASPP tests pursuant to Education Code section 60640(b) shall be administered to each pupil during the following testing windows: Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(1).)

6. For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(2).)

7. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window. (Ed. Code, §§ 60640, Cal. Code Regs., tit. 5, §§ 855, subd. (b)(3).)

8. The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded. (Cal. Code Regs., tit. 5, §§ 855, subd. (c).)

9. Administration of the assessments in English language arts and mathematics shall occur in 2014-15 school year. (Ed. Code, §§ 60648.5, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851 and 855.)

10. LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit. (Cal. Code Regs. tit. 5, § 851(c)(d).)

11. Administration of an additional test to pupils of limited English proficiency who are enrolled in grades 2 through 11, if the pupil was initially enrolled in any school district less than 12 months before the date that the English language test was given. (Ed. Code, § 60640, subd. (g).)

12. Exemption of pupils from the CAASSP Program tests upon request of their parent or guardian. (Ed. Code, §§ 60615, 60640, subd. (j); Cal. Code Regs., tit. 5, § 852, subd. (a).)

13. Exemption from testing for pupils if the pupil's individualized education program has an exemption provision. (Ed. Code, § 60640, subds. (e), (j); Cal. Code Regs., tit. 5, § 852, subd. (b).)

14. Determination of the appropriate grade level test for each pupil in a special education program. (Cal. Code Regs., tit. 5, § 852, subd. (b).)

15. (a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.
(b)The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.
(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of

exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children. (Cal. Code Regs., tit. 5, § 852, subd. (a)(b)(c))

16.(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5 and 853.7. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.
(b) The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine.
(c) If available, an LEA may utilize a paper-pencil version of any computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code section 60640(e), and if the LEA identifies the pupils that are unable to access the CBA version of the test.
(d) Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment is the responsibility of the LEA. (Cal. Code Regs., tit. 5, § 853, subd. (a)(b)(c)(d))

17. All pupils shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;
(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics. (Cal. Code Regs., tit. 5, § 853.5 (a)(1-15).)

18. All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).
(Cal. Code Regs., tit. 5, § 853.5 (b)(1-8).)

19. All pupils shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (c)(1-7).)

20. All pupils shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Cal. Code Regs., tit. 5, § 853.5 (d)(1-14).)

21. The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:
(1) American Sign Language for listening and mathematics;
(2) Braille for reading, writing, listening, and mathematics;
(3) closed captioning for listening;
(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or
(5) streamlining for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (e)(1-5).)

22. The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:
(1) read aloud for primary language test;
(2) American Sign Language for listening, mathematics, and science;
(3) Braille for paper-pencil tests;
(4) Abacus for mathematics and science;

(5) Alternate Response Options for reading, writing, listening, and mathematics;
(6) Calculator for specific mathematics items;
(7) Multiplication Table for mathematics beginning in grade 4;
(8) Print on Demand for reading, writing, listening, and mathematics;.
(9) Read Aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate Braille skills;
(10) Scribe for writing, science, and primary language test;
(11) Speech-to-Text; or
(12) Large-Print version of a paper-pencil test.
(Cal. Code Regs., tit. 5, § 853.5 (f)(1-12).)

23. A LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:
(1) LEA name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) LEA CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.
(Cal. Code Regs., tit. 5, § 853.5 (g)(1-9).)

24. Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:
(1) English dictionary for reading, listening, mathematics, science, and primary language;
(2) Thesaurus for reading, listening, mathematics, science and primary language;
(3) Translated Test Directions for reading, writing, or listening;

(4) Bilingual Dictionary for reading, listening, mathematics, science and primary language;
(5) Translations (glossary) for reading, writing, and listening;
(6) Read aloud for reading passages in grades 3, 4, and 5;
(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;
(8) Calculator for non-specified mathematics items or science;
(9) Math tools (i.e., ruler, protractor) for non-specified mathematics items; and
(10) Multiplication Table for mathematics in grade 3.
(Cal. Code Regs., tit. 5, § 853.5 (h)(1-10).)

25. If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use. (Cal. Code Regs., tit. 5, § 853.5 (i).)

26. (a) An English learner (EL) shall be permitted the following embedded designated supports, when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics and reading items, but not passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(b) An EL shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (a));

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Education Code Sections 60605 and 60640; (Cal. Code Regs., tit. 5, §§ 853.7)

27. Designation of a CAASPP district coordinator. (Cal. Code Regs., tit. 5, §§ 857-859.)

28. On or before September 30 of each school year, the superintendent of each LEA shall:
(1) designate from among the employees of the LEA an LEA CAASPP coordinator;
(2) identify school(s) with pupils unable to access the CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBA version of a CAASPP test.
(Cal. Code Regs. tit. 5, § 857 (a)(1,2,3).)

29. The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system. (Cal. Code Regs. tit. 5, § 857 (b).)

30. The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. (Cal. Code Regs. tit. 5, § 857 (c)(d)(e).)

31. Designation of a CAASPP test site coordinator at each test site. (Cal. Code Regs., tit. 5, §§ 857-859.)

32. At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the

superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. (Cal. Code Regs. tit. 5, § 858 (a).)

33. The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. (Cal. Code Regs. tit. 5, § 858 (b).)

34. The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes. The CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are correctly entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations. (Cal. Code Regs. tit. 5, § 858 (c)(d).)

35. All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, before receiving any of the test materials or tests administered pursuant to Education Code section 60640 and perform all the tasks included in the agreement. (Cal. Code Regs. tit. 5, § 859 (a).)

The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:
(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.
(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.
(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.
(6) For an alternate assessment (CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.
Signed: _____
Print Name: Micheline G. Miglis
Title: Superintendent of Schools
LEA: Plumas Unified School District
Date: 16 March 2015

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:
CAASPP TEST SECURITY AFFIDAVIT
I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to,

sharing or posting test content via the Internet or by email without the express written permission of the CDE.
(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.
(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.
(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.
(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.
(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.
(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.
(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and

nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of an alternate assessment (CAPA or its successor alternate assessment), which means that I am a certificated or a licensed LEA employee and a trained examiner, I will keep all the alternate assessment (CAPA or its successor alternate assessment) materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the paper-pencil testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (non-embedded universal tools, designated supports, accommodations, or individualized aids) needed for the test being administered.
(12) I will actively supervise pupils throughout the testing session and verify that pupils have selected the appropriate assessment for the testing session and have completed any necessary preceding test sections and/or classroom activities.
(13) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.
(14) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: MD Miglis
Print Name: Micheline G. Miglis
Position: Superintendent of Schools
School: Chester Elementary School, Chester Junior/Senior HS, Indian Valley Elementary School, Greenville Junior/Senior HS, Quincy Elementary School, Quincy Junior/Senior HS, C. Roy Carmichael Elementary School, Portola Junior/Senior HS.
LEA: Plumas Unified School District
Date: 16 March 2015

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s). (Cal. Code Regs. tit. 5, § 859 (a)(b:1-6)(c)(d:1-4), (A)(B)(C),(d:5-14)(e).)

36. Inclusion of Program test results in each pupil's record of accomplishment. (Ed. Code, §§ 60607, subd. (a), 60641, subd. (a).)

37. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). (Cal. Code Regs. tit. 5, § 861 (a).)
In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used a designated support;
(3) if a pupil used an individualized aid;
(4) if a pupil used an accommodation(s);
(5) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(6) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(7) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting. (Cal. Code Regs., tit. 5, § 861(b: 1-7)(c).)

38. Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:
(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.
(2) The number of pupils in each school and in the LEA tested with the alternate assessment.
(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.
(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.
(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.
(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).
(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.
(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:
(1) The LEA has returned all secure test materials, and
(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either:
(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or
(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began. (Cal. Code Regs., tit. 5, § 862(a:1-8)(b:1-2)(A)(B).)

39. (a) The amount of funding to be apportioned to the LEA shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:
(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.
(2) All expenses incurred at the LEA and school/test site(s) related to testing.
(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.
(4) All costs associated with transmitting the pupil report(s) to parents/guardians.

(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.
(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils. (Cal. Code Regs., tit. 5, § 862.5 (a:1-5)(b).)

40. (a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.
(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.
(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities. Reporting of individual program test results in writing to each pupil's parent or guardian and to the pupil's school and teachers as well as maintaining the pupil's scores with the pupil's permanent school records. (Ed. Code, § 60641, subds. (a; b); Cal. Code Regs., tit. 5, § 863 (a-c).)

41. Reporting of district-wide, school-level, and class-level results to the school district's governing board or county office of education. (Ed. Code, § 60641.)

42. (a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.
(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:
(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and
(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test. (Cal. Code Regs., tit. 5, § 864 (a)(b:1-2.)

43. Provide grade 11 assessments to pupils, parents or legal guardians. (Ed. Code, § 60641, subd. (e).)

44. Provide interim and formative assessment tools for kindergarten and grades 1-12. (Ed. Code, § 60642.6.);

45. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take. (Education Code 60607)

Additional Activities
CA LEGIS 327 (2014)(A.B. 1599)

46. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the California Assessment of Student Performance and Progress (CAASPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course examinations he or she has taken, and the vocational education certification examinations he or she chose to take. (Education Code 60607)

47. A pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission and the results of an individual pupil on the CAASPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission. (Education Code 60607)

48. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the California Assessment of Student Performance and Progress (CAASPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards. The districtwide, school-level, and grade-level results of the CAASPP in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting. Aggregated, disaggregated, or group scores or reports that include the results of the CAASPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results. (Education Code 60641)

49. A local educational agency shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the California Assessment of Student Performance and Progress. (Education Code 60643.6)

50. The test or series of tests developed or acquired pursuant to subdivision (a) shall have sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills. Pupils in kindergarten and grade 1 shall be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. The early literacy assessment shall be administered for a period of four years beginning after the initial administration of the assessment or until July 1, 2017, whichever occurs last. (Education Code 60643.6)

51. Training and review of the CAASSP Program requirements as outlined in the test claim legislation and regulations by school district staff.

52. Developing and implementation of internal policies, training, procedures and forms relating to the administration of the CAASPP Program. Developing internal policies, procedures, and forms to implement the CAASP. (One-time)

53. In California, all students in grades 3 through 8 and 11 will participate in the 2015 Smarter Balanced tests, which include both ELA and mathematics content areas. These tests are administered online.

54. In 2015 the CSTs in Science are to be administered to students in grades 5, 8, and 10.

55. In 2015 the CMA for Science tests are to be administered to students in grades 5, 8, and 10 who have an individualized education program (IEP).

56. In 2015 the CAPA for Science tests are individually administered performance assessments for students in grades 5, 8, and 10 who have significant cognitive disabilities and who are unable to take either the CSTs even with accommodations or modifications or the CMA with accommodations.

57. In 2015 the STS are multiple-choice tests that allow Spanish-speaking English learners in grades 2 through 11 to demonstrate their knowledge of the California content standards by taking a reading/language arts (RLA) assessment in their primary language.

Section D.

Not Applicable.

Section F.

I certify by my signature below, under penalty of perjury under the laws of the State of California that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: March 13, 2015

MICHELINE G. MIGLIS, SUPERINTENDENT
FOR PLUMAS UNIFIED SCHOOL DISTRICT

SECTION NUMBER: 6
Heading: AMENDED DECLARATION

I, John Snavely, Superintendent for the Porterville Unified School District, declare as follows:

Section A. The actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate.

It is estimated the increased costs that will be incurred by the claimant to implement the alleged mandate is approximately:

	2013-2014 Actual Costs	2014-2015 Actual/Est. Costs
Devices: Includes all costs that were incurred from purchasing devices for administrators, teachers, staff, and student (SEAC compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks)	$3,412,197.96	$2,627,416.09
Bandwidth: Includes all costs that were incurred from installing and/or updating hardware and software to meet district connectivity and Internet speed requirements.	$306,213.25	$395,231.45
Accessories:Miscellaneous Computer and tablet peripherals such as headphones, headsets, monitors, etc. that are necessary for students to complete the assessment. Includes all costs that were incurred from purchasing miscellaneous items such as asset tags, packing supplies, testing furniture, etc.	$7,237.98	$102,326.44
Staff Time Includes all costs that were incurred from training administrators, teachers, and staff to administer the assessment and use the devices, hardware, and software; training administrators, teachers, and staff to help	$106,275.60	$215,866.69

students use the devices, hardware, and software; hiring additional employees and/or directing employees to install the necessary hardware and software.		
Total:	$3,831,924.79	$3,340,840.67

Section B. Identify all local, state, or federal funds, and fee authority that may be used to offset the increased costs that will be incurred by the claimant to implement the alleged mandate, including direct and indirect costs:

Common Core Implementation Block Grant

Section C. Describe new activities performed to implement specified provisions of the new statute or executive order alleged to impose a reimbursable state-mandated program (specific references shall be made to chapters, articles, sections or page numbers alleged to impose a reimbursable state mandated program):

1. Statutes 2013-2014 Chapter 489 (A.B. No. 484); Sections 3, 5, 9, 12, 15, 16, 28, 28.5.
2. Statutes 2014 Chapter 32 (S.B. No. 858); Sections 49.
3. Statutes 2014 Chapter 327 (A.B. No. 1599); Sections 17, 18, 19, 22, 24, 26.
4. Title 5, California Code of Regulations Sections 850-864.
5. Title 5, California Code of Regulations Sections 850-864. (Certificate of Compliance Effective August 27, 2014)

New Activities

1. Administration of the achievement tests (Smarter Balanced Field Tests, California Standard Test (CST), CMA, CAPA, California Measurement of Academic Performance and Progress for the 21st Century (CalMAPP21), primary language tests, California Assessment of Student Performance and Progress (CAASPP), a consortium summative assessment in English language arts and mathematics to all pupils in grades 3 through 8, inclusive. For grades 9 and 10 students selected for the scientific sample are/were expected to participate. In grade 11 all students selected for the scientific sample are expected to participate. (Ed. Code, §§ 60640, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851(a).)

2. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code § 60640(f)(2). (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(1).)

3. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(2).)

4. Science grade level assessments in grades 5, 8, and 10 that measure content standards adopted pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B). (Cal. Educ. Code § 60640)

5. In the 2014-15 school year, the CAASPP tests pursuant to Education Code section 60640(b) shall be administered to each pupil during the following testing windows: Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(1).)

6. For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(2).)

7. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window. (Ed. Code, §§ 60640, Cal. Code Regs., tit. 5, §§ 855, subd. (b)(3).)

8. The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded. (Cal. Code Regs., tit. 5, §§ 855, subd. (c).)

9. Administration of the assessments in English language arts and mathematics shall occur in 2014-15 school year. (Ed. Code, §§ 60648.5, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851 and 855.)

10. LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit. (Cal. Code Regs. tit. 5, § 851(c)(d).)

11. Administration of an additional test to pupils of limited English proficiency who are enrolled in grades 2 through 11, if the pupil was initially enrolled in any school district less than 12 months before the date that the English language test was given. (Ed. Code, § 60640, subd. (g).)

12. Exemption of pupils from the CAASSP Program tests upon request of their parent or guardian. (Ed. Code, §§ 60615, 60640, subd. (j); Cal. Code Regs., tit. 5, § 852, subd. (a).)

13. Exemption from testing for pupils if the pupil's individualized education program has an exemption provision. (Ed. Code, § 60640, subds. (e), (j); Cal. Code Regs., tit. 5, § 852, subd. (b).)

14. Determination of the appropriate grade level test for each pupil in a special education program. (Cal. Code Regs., tit. 5, § 852, subd. (b).)

15. (a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.
(b)The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children. (Cal. Code Regs., tit. 5, § 852, subd. (a)(b)(c))

16.(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5 and 853.7. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.
(b) The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine.
(c) If available, an LEA may utilize a paper-pencil version of any computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code section 60640(e), and if the LEA identifies the pupils that are unable to access the CBA version of the test.
(d) Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment is the responsibility of the LEA. (Cal. Code Regs., tit. 5, § 853, subd. (a)(b)(c)(d))

17. All pupils shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;
(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics. (Cal. Code Regs., tit. 5, § 853.5 (a)(1-15).)

18. All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).
(Cal. Code Regs., tit. 5, § 853.5 (b)(1-8).)

19. All pupils shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (c)(1-7).)

20. All pupils shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Cal. Code Regs., tit. 5, § 853.5 (d)(1-14).)

21. The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:
(1) American Sign Language for listening and mathematics;
(2) Braille for reading, writing, listening, and mathematics;
(3) closed captioning for listening;
(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or
(5) streamlining for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (e)(1-5).)

22. The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:
(1) read aloud for primary language test;
(2) American Sign Language for listening, mathematics, and science;
(3) Braille for paper-pencil tests;
(4) Abacus for mathematics and science;
(5) Alternate Response Options for reading, writing, listening, and mathematics;
(6) Calculator for specific mathematics items;
(7) Multiplication Table for mathematics beginning in grade 4;
(8) Print on Demand for reading, writing, listening, and mathematics;.
(9) Read Aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate Braille skills;
(10) Scribe for writing, science, and primary language test;
(11) Speech-to-Text; or
(12) Large-Print version of a paper-pencil test.
(Cal. Code Regs., tit. 5, § 853.5 (f)(1-12).)

23. A LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:
(1) LEA name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) LEA CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.
(Cal. Code Regs., tit. 5, § 853.5 (g)(1-9).)

24. Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports

with their actual score. The following non-embedded individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:
(1) English dictionary for reading, listening, mathematics, science, and primary language;
(2) Thesaurus for reading, listening, mathematics, science and primary language;
(3) Translated Test Directions for reading, writing, or listening;
(4) Bilingual Dictionary for reading, listening, mathematics, science and primary language;
(5) Translations (glossary) for reading, writing, and listening;
(6) Read aloud for reading passages in grades 3, 4, and 5;
(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;
(8) Calculator for non-specified mathematics items or science;
(9) Math tools (i.e., ruler, protractor) for non-specified mathematics items; and
(10) Multiplication Table for mathematics in grade 3.
(Cal. Code Regs., tit. 5, § 853.5 (h)(1-10).)

25. If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use. (Cal. Code Regs., tit. 5, § 853.5 (i).)

26. (a) An English learner (EL) shall be permitted the following embedded designated supports, when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics and reading items, but not passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(b) An EL shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (a));
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Education Code Sections 60605 and 60640; (Cal. Code Regs., tit. 5, §§ 853.7)

27. Designation of a CAASPP district coordinator. (Cal. Code Regs., tit. 5, §§ 857-859.)

28. On or before September 30 of each school year, the superintendent of each LEA shall:
(1) designate from among the employees of the LEA an LEA CAASPP coordinator;
(2) identify school(s) with pupils unable to access the CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBA version of a CAASPP test.
(Cal. Code Regs. tit. 5, § 857 (a)(1,2,3).)

29. The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system. (Cal. Code Regs. tit. 5, § 857 (b).)

30. The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. The LEA

CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. (Cal. Code Regs. tit. 5, § 857 (c)(d)(e).)

31. Designation of a CAASPP test site coordinator at each test site. (Cal. Code Regs., tit. 5, §§ 857-859.)

32. At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. (Cal. Code Regs. tit. 5, § 858 (a).)

33. The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. (Cal. Code Regs. tit. 5, § 858 (b).)

34. The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes. The CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are correctly entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations. (Cal. Code Regs. tit. 5, § 858 (c)(d).)

35. All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, before receiving any of the test materials or tests administered pursuant to Education Code section 60640 and perform all the tasks included in the agreement. (Cal. Code Regs. tit. 5, § 859 (a).)

The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.
(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.
(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.
(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.
(6) For an alternate assessment (CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.
Signed: _____
Print Name: _____
Title: _____
LEA: _____
Date: _____

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:
CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.
(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.
(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.
(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.
(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.
(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.
(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.

(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of an alternate assessment (CAPA or its successor alternate assessment), which means that I am a certificated or a licensed LEA employee and a trained examiner, I will keep all the alternate assessment (CAPA or its successor alternate assessment) materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the paper-pencil testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (non-embedded universal tools, designated supports, accommodations, or individualized aids) needed for the test being administered.
(12) I will actively supervise pupils throughout the testing session and verify that pupils have selected the appropriate assessment for the testing session and have completed any necessary preceeding test sections and/or classroom activities.
(13) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.
(14) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____
Print Name: _____
Position: _____
School: _____
LEA: _____
Date: _____

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s). (Cal. Code Regs. tit. 5, § 859 (a)(b:1-6)(c)(d:1-4), (A)(B)(C),(d:5-14)(e).)

36. Inclusion of Program test results in each pupil's record of accomplishment. (Ed. Code, §§ 60607, subd. (a), 60641, subd. (a).)

37. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). (Cal. Code Regs. tit. 5, § 861 (a).)
In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used a designated support;
(3) if a pupil used an individualized aid;
(4) if a pupil used an accommodation(s);
(5) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(6) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(7) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting. (Cal. Code Regs., tit. 5, § 861(b: 1-7)(c).)

38. Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:

(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.
(2) The number of pupils in each school and in the LEA tested with the alternate assessment.
(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.
(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.
(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.
(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.
(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).
(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.
(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:
(1) The LEA has returned all secure test materials, and
(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either;
(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or
(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began. (Cal. Code Regs., tit. 5, § 862(a:1-8)(b:1-2)(A)(B).)

39. (a) The amount of funding to be apportioned to the LEA shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:
(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.
(2) All expenses incurred at the LEA and school/test site(s) related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.
(4) All costs associated with transmitting the pupil report(s) to parents/guardians.
(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.
(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils. (Cal. Code Regs., tit. 5, § 862.5 (a:1-5)(b).)

40. (a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.
(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.
(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities. Reporting of individual program test results in writing to each pupil's parent or guardian and to the pupil's school and teachers as well as maintaining the pupil's scores with the pupil's permanent school records. (Ed. Code, § 60641, subds. (a; b); Cal. Code Regs., tit. 5, § 863 (a-c).)

41. Reporting of district-wide, school-level, and class-level results to the school district's governing board or county office of education. (Ed. Code, § 60641.)

42. (a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.
(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:
(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and
(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test. (Cal. Code Regs., tit. 5, § 864 (a)(b:1-2.)

43. Provide grade 11 assessments to pupils, parents or legal guardians. (Ed. Code, § 60641, subd. (e).)

44. Provide interim and formative assessment tools for kindergarten and grades 1-12. (Ed. Code, § 60642.6.);

45. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take. (Education Code 60607)

Additional Activities
CA LEGIS 327 (2014)(A.B. 1599)

46. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the California Assessment of Student Performance and Progress (CAASPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course examinations he or she has taken, and the vocational education certification examinations he or she chose to take. (Education Code 60607)

47. A pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission and the results of an individual pupil on the CAASPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission. (Education Code 60607)

48. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the California Assessment of Student Performance and Progress (CAASPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards. The districtwide, school-level, and grade-level results of the CAASPP in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting. Aggregated, disaggregated, or group scores or reports that include the results of the CAASPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were

tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results. (Education Code 60641)

49. A local educational agency shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the California Assessment of Student Performance and Progress. (Education Code 60643.6)

50. The test or series of tests developed or acquired pursuant to subdivision (a) shall have sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills. Pupils in kindergarten and grade 1 shall be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. The early literacy assessment shall be administered for a period of four years beginning after the initial administration of the assessment or until July 1, 2017, whichever occurs last. (Education Code 60643.6)

51. Training and review of the CAASSP Program requirements as outlined in the test claim legislation and regulations by school district staff.

52. Developing and implementation of internal policies, training, procedures and forms relating to the administration of the CAASPP Program. Developing internal policies, procedures, and forms to implement the CAASP. (One-time)

53. In California, all students in grades 3 through 8 and 11 will participate in the 2015 Smarter Balanced tests, which include both ELA and mathematics content areas. These tests are administered online.

54. In 2015 the CSTs in Science are to be administered to students in grades 5, 8, and 10.

55. In 2015 the CMA for Science tests are to be administered to students in grades 5, 8, and 10 who have an individualized education program (IEP).

56. In 2015 the CAPA for Science tests are individually administered performance assessments for students in grades 5, 8, and 10 who have significant cognitive disabilities and who are unable to take either the CSTs even with accommodations or modifications or the CMA with accommodations.

57. In 2015 the STS are multiple-choice tests that allow Spanish-speaking English learners in grades 2 through 11 to demonstrate their knowledge of the California content standards by taking a reading/language arts (RLA) assessment in their primary language.

Section D.

Not Applicable.

Section F.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: March 13, 2015

JOHN SNAVELY, SUPERINTENDENT FOR THE
PORTERVILLE UNIFIED SCHOOL DISTRICT

SECTION NUMBER: 6

Heading: AMENDED DECLARATION

I, Richard L. Miller, Superintendent for the Santa Ana Unified School District, declare as follows:

Section A. The actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate.

It is estimated the increased costs that will be incurred by the claimant Santa Ana Unified School District to implement the alleged mandate is as follows:

	2013-2014 Actual Costs	2014-2015 Actual/Est. Costs
Devices: This includes all student devices purchased (SBAC compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks).	$2,551,264.55	$5,557,947.20
Bandwidth improvements/infrastructure: This includes purchases that were made to facilitate the pilot and ultimately full implementation.	$334,140.96	$3,005,852.03
Accessories: Computer and tablet peripherals such as ear buds, mice keyboards that is necessary for students to complete the assessment.	$230,834.44	$22,334.40
Miscellaneous: Asset tags, packing supplies, testing furniture.	$2,656.75	$333.60
Training: Training time/substitutes due to new assessment model. Staff Time/Extra Duty additional (Extra Duty) Staff time associated with installation of new devices.	TBD	TBD
Extra Duty/Additional Staff Time: Extra Duty Staff time associated with installation of new devices; training for using devices in the classroom	$98,599.00	$23,387.00
TOTAL	$3,217,495.70	$8,609,854.23

Section B. Identify all local, state, or federal funds, and fee authority that may be used to offset the increased costs that will be incurred by the claimant to implement the alleged mandate, including direct and indirect costs:

Common Core Implementation Block Grant

Section C. Describe new activities performed to implement specified provisions of the new statute or executive order alleged to impose a reimbursable state-mandated program (specific references shall be made to chapters, articles, sections or page numbers alleged to impose a reimbursable state mandated program):

1. Statutes 2013-2014 Chapter 489 (A.B. No. 484); Sections 3, 5, 9, 12, 15, 16, 28, 28.5.
2. Statutes 2014 Chapter 32 (S.B. No. 858); Sections 49.
3. Statutes 2014 Chapter 327 (A.B. No. 1599); Sections 17, 18, 19, 22, 24, 26.
4. Title 5, California Code of Regulations Sections 850-864.
5. Title 5, California Code of Regulations Sections 850-864. (Certificate of Compliance Effective August 27, 2014)

New Activities

1. Administration of the achievement tests (Smarter Balanced Field Tests, California Standard Test (CST), CMA, CAPA, California Measurement of Academic Performance and Progress for the 21st Century (CalMAPP21), primary language tests, California Assessment of Student Performance and Progress (CAASPP), a consortium summative assessment in English language arts and mathematics to all pupils in grades 3 through 8, inclusive. For grades 9 and 10 students selected for the scientific sample are/were expected to participate. In grade 11 all students selected for the scientific sample are expected to participate. (Ed. Code, §§ 60640, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851(a).)

2. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code § 60640(f)(2). (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(1).)

3. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12

instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(2).)

4. Science grade level assessments in grades 5, 8, and 10 that measure content standards adopted pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B). (Cal. Educ. Code § 60640)

5. In the 2014-15 school year, the CAASPP tests pursuant to Education Code section 60640(b) shall be administered to each pupil during the following testing windows: Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(1).)

6. For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(2).)

7. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window. (Ed. Code, §§ 60640, Cal. Code Regs., tit. 5, §§ 855, subd. (b)(3).)

8. The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded. (Cal. Code Regs., tit. 5, §§ 855, subd. (c).)

9. Administration of the assessments in English language arts and mathematics shall occur in 2014-15 school year. (Ed. Code, §§ 60648.5, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851 and 855.)

10. LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit. (Cal. Code Regs. tit. 5, § 851(c)(d).)

11. Administration of an additional test to pupils of limited English proficiency who are enrolled in grades 2 through 11, if the pupil was initially enrolled in any school district less than 12 months before the date that the English language test was given. (Ed. Code, § 60640, subd. (g).)

12. Exemption of pupils from the CAASSP Program tests upon request of their parent or guardian. (Ed. Code, §§ 60640, subd. (j)(k); Cal. Code Regs., tit. 5, § 852, subd. (a).)

13. Exemption from testing for pupils if the pupil's individualized education program has an exemption provision. (Ed. Code, § 60640, subds. (e), (j)(k); Cal. Code Regs., tit. 5, § 852, subd. (b).)

14. Determination of the appropriate grade level test for each pupil in a special education program. (Cal. Code Regs., tit. 5, § 852, subd. (b).)

15. (a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.
(b)The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.
(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of

exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children. (Cal. Code Regs., tit. 5, § 852, subd. (a)(b)(c))

16.(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5 and 853.7. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.
(b) The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine.
(c) If available, an LEA may utilize a paper-pencil version of any computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code section 60640(e), and if the LEA identifies the pupils that are unable to access the CBA version of the test.
(d) Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment is the responsibility of the LEA. (Cal. Code Regs., tit. 5, § 853, subd. (a)(b)(c)(d))

17. All pupils shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;
(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics. (Cal. Code Regs., tit. 5, § 853.5 (a)(1-15).)

18. All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).
(Cal. Code Regs., tit. 5, § 853.5 (b)(1-8).)

19. All pupils shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (c)(1-7).)

20. All pupils shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators or specified in a pupil's IEP or Section

504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Cal. Code Regs., tit. 5, § 853.5 (d)(1-14).)

21. The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:
(1) American Sign Language for listening and mathematics;
(2) Braille for reading, writing, listening, and mathematics;
(3) closed captioning for listening;
(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or
(5) streamlining for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (e)(1-5).)

22. The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:
(1) read aloud for primary language test;
(2) American Sign Language for listening, mathematics, and science;
(3) Braille for paper-pencil tests;
(4) Abacus for mathematics and science;
(5) Alternate Response Options for reading, writing, listening, and mathematics;
(6) Calculator for specific mathematics items;

(7) Multiplication Table for mathematics beginning in grade 4;
(8) Print on Demand for reading, writing, listening, and mathematics;.
(9) Read Aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate Braille skills;
(10) Scribe for writing, science, and primary language test;
(11) Speech-to-Text; or
(12) Large-Print version of a paper-pencil test.
(Cal. Code Regs., tit. 5, § 853.5 (f)(1-12).)

23. A LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:
(1) LEA name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) LEA CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.
(Cal. Code Regs., tit. 5, § 853.5 (g)(1-9).)

24. Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:
(1) English dictionary for reading, listening, mathematics, science, and primary language;
(2) Thesaurus for reading, listening, mathematics, science and primary language;
(3) Translated Test Directions for reading, writing, or listening;
(4) Bilingual Dictionary for reading, listening, mathematics, science and primary language;
(5) Translations (glossary) for reading, writing, and listening;

(6) Read aloud for reading passages in grades 3, 4, and 5;
(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;
(8) Calculator for non-specified mathematics items or science;
(9) Math tools (i.e., ruler, protractor) for non-specified mathematics items; and
(10) Multiplication Table for mathematics in grade 3.
(Cal. Code Regs., tit. 5, § 853.5 (h)(1-10).)

25. If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use. (Cal. Code Regs., tit. 5, § 853.5 (i).)

26. (a) An English learner (EL) shall be permitted the following embedded designated supports, when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics and reading items, but not passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(b) An EL shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (a));
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Education Code Sections 60605 and 60640; (Cal. Code Regs., tit. 5, §§ 853.7)

27. Designation of a CAASPP district coordinator. (Cal. Code Regs., tit. 5, §§ 857-859.)

28. On or before September 30 of each school year, the superintendent of each LEA shall:
(1) designate from among the employees of the LEA an LEA CAASPP coordinator;
(2) identify school(s) with pupils unable to access the CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBA version of a CAASPP test.
(Cal. Code Regs. tit. 5, § 857 (a)(1,2,3).)

29. The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system. (Cal. Code Regs. tit. 5, § 857 (b).)

30. The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. (Cal. Code Regs. tit. 5, § 857 (c)(d)(e).)

31. Designation of a CAASPP test site coordinator at each test site. (Cal. Code Regs., tit. 5, §§ 857-859.)

32. At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site

coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. (Cal. Code Regs. tit. 5, § 858 (a).)

33. The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. (Cal. Code Regs. tit. 5, § 858 (b).)

34. The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes. The CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are correctly entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations. (Cal. Code Regs. tit. 5, § 858 (c)(d).)

35. All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, before receiving any of the test materials or tests administered pursuant to Education Code section 60640 and perform all the tasks included in the agreement. (Cal. Code Regs. tit. 5, § 859 (a).)

The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:
(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.
(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.
(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.
(6) For an alternate assessment (CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.
Signed: _____
Print Name: _____
Title: _____
LEA: _____
Date: _____

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:
CAASPP TEST SECURITY AFFIDAVIT
I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to,

sharing or posting test content via the Internet or by email without the express written permission of the CDE.
(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.
(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.
(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.
(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.
(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.
(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.
(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and

nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of an alternate assessment (CAPA or its successor alternate assessment), which means that I am a certificated or a licensed LEA employee and a trained examiner, I will keep all the alternate assessment (CAPA or its successor alternate assessment) materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the paper-pencil testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (non-embedded universal tools, designated supports, accommodations, or individualized aids) needed for the test being administered.
(12) I will actively supervise pupils throughout the testing session and verify that pupils have selected the appropriate assessment for the testing session and have completed any necessary preceeding test sections and/or classroom activities.
(13) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.
(14) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____
Print Name: _____
Position: _____
School: _____
LEA: _____
Date: _____

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s). (Cal. Code Regs. tit. 5, § 859 (a)(b:1-6)(c)(d:1-4), (A)(B)(C),(d:5-14)(e).)

36. Inclusion of Program test results in each pupil's record of accomplishment. (Ed. Code, §§ 60607, subd. (a), 60641, subd. (a).)

37. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). (Cal. Code Regs. tit. 5, § 861 (a).)
In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used a designated support;
(3) if a pupil used an individualized aid;
(4) if a pupil used an accommodation(s);
(5) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(6) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(7) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting. (Cal. Code Regs., tit. 5, § 861(b: 1-7)(c).)

38. Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:
(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.
(2) The number of pupils in each school and in the LEA tested with the alternate assessment.
(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.
(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.

(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.
(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.
(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).
(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.
(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:
(1) The LEA has returned all secure test materials, and
(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either;
(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or
(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began. (Cal. Code Regs., tit. 5, § 862(a:1-8)(b:1-2)(A)(B).)

39. (a) The amount of funding to be apportioned to the LEA shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:
(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.
(2) All expenses incurred at the LEA and school/test site(s) related to testing.
(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.
(4) All costs associated with transmitting the pupil report(s) to parents/guardians.
(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.
(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils. (Cal. Code Regs., tit. 5, § 862.5 (a:1-5)(b).)

40. (a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.
(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.
(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities. Reporting of individual program test results in writing to each pupil's parent or guardian and to the pupil's school and teachers as well as maintaining the pupil's scores with the pupil's permanent school records. (Ed. Code, § 60641, subds. (a; b); Cal. Code Regs., tit. 5, § 863 (a-c).)

41. Reporting of district-wide, school-level, and class-level results to the school district's governing board or county office of education. (Ed. Code, § 60641.)

42. (a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.
(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:
(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and
(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test. (Cal. Code Regs., tit. 5, § 864 (a)(b:1-2.)

43. Provide grade 11 assessments to pupils, parents or legal guardians. (Ed. Code, § 60641, subd. (e).)

44. Provide interim and formative assessment tools for kindergarten and grades 1-12. (Ed. Code, § 60642.6.);

45. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course

exams he or she has taken, and the vocational education certification exams he or she chose to take. (Education Code 60607)

Additional Activities
CA LEGIS 327 (2014)(A.B. 1599)

46. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the California Assessment of Student Performance and Progress (CAASPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course examinations he or she has taken, and the vocational education certification examinations he or she chose to take. (Education Code 60607)

47. A pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission and the results of an individual pupil on the CAASPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission. (Education Code 60607)

48. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the California Assessment of Student Performance and Progress (CAASPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards. The districtwide, school-level, and grade-level results of the CAASPP in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting. Aggregated, disaggregated, or group scores or reports that include the results of the CAASPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results. (Education Code 60641)

49. A local educational agency shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the California Assessment of Student Performance and Progress. (Education Code 60643.6)

50. The test or series of tests developed or acquired pursuant to subdivision (a) shall have sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills. Pupils in kindergarten and grade 1 shall be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. The early literacy assessment shall be administered for a period of four years beginning after the initial administration of the assessment or until July 1, 2017, whichever occurs last. (Education Code 60643.6)

51. Training and review of the CAASSP Program requirements as outlined in the test claim legislation and regulations by school district staff.

52. Developing and implementation of internal policies, training, procedures and forms relating to the administration of the CAASPP Program. Developing internal policies, procedures, and forms to implement the CAASP. (One-time)

52. In California, all students in grades 3 through 8 and 11 will participate in the 2015 Smarter Balanced tests, which include both ELA and mathematics content areas. These tests are administered online.

53. In 2015 the CSTs in Science are to be administered to students in grades 5, 8, and 10.

54. In 2015 the CMA for Science tests are to be administered to students in grades 5, 8, and 10 who have an individualized education program (IEP).

55. In 2015 the CAPA for Science tests are individually administered performance assessments for students in grades 5, 8, and 10 who have significant cognitive disabilities and who are unable to take either the CSTs even with accommodations or modifications or the CMA with accommodations.

56. In 2015 the STS are multiple-choice tests that allow Spanish-speaking English learners in grades 2 through 11 to demonstrate their knowledge of the California content standards by taking a reading/language arts (RLA) assessment in their primary language.

Section D.

Not Applicable.

Section E.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: March 13, 2015

RICHARD L. MILLER, SUPERINTENDENT OF SCHOOLS, SANTA ANA UNIFIED SCHOOL DISTRICT

SECTION NUMBER: 6
Heading: AMENDED DECLARATION

I, Ramona Bishop, Superintendent for the Vallejo City Unified School District, declare as follows:

Section A. The actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate.

It is estimated the increased costs that will be incurred by the claimant Vallejo City Unified School District to implement the alleged mandate is as follows:

	2013-2014 Actual Costs	2014-2015 Est. Costs
Device Costs Include all costs that were incurred from purchasing devices for administrators, teachers, staff, and student (SEAC compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks)	$542,171.62I laptop carts $75,600.31 lab	$543,653.22 laptop carts $86,400.00 lab
Bandwidth Costs Include all costs that were incurred from installing and/or updating hardware and software to meet district connectivity and Internet speed requirements	$518,512.00 Installation of wireless	$1,598,387
Accessories Include all costs that were incurred from purchasing computer and tablet peripherals such as ear buds, mice keyboards, etc. for administrators, teachers, staff, and student in order to properly administer the assessment	$3,122.97 mice $23,897.50 Headsets	$3,747.00 mice $7,980.00 Headsets
Miscellaneous Include all costs that were incurred from purchasing miscellaneous items such as asset tags, packing supplies, testing furniture, etc.	$7,541.41 Furniture	$ N/A
Staff Time Include all costs that were incurred from training administrators, teachers, and staff to administer the assessment and use the devices, hardware, and software; training administrators, teachers, and staff to help students use the devices, hardware, and software; hiring additional	$ N/A	$ $6,243.69

employees and/or directing employees to install the necessary hardware and software		
TOTAL	$1,170,840.81	$2,546,410.91

Section B. Identify all local, state, or federal funds, and fee authority that may be used to offset the increased costs that will be incurred by the claimant to implement the alleged mandate, including direct and indirect costs:

Common Core Implementation Block Grant

Section C. Describe new activities performed to implement specified provisions of the new statute or executive order alleged to impose a reimbursable state-mandated program (specific references shall be made to chapters, articles, sections or page numbers alleged to impose a reimbursable state mandated program):

1. Statutes 2013-2014 Chapter 489 (A.B. No. 484); Sections 3, 5, 9, 12, 15, 16, 28, 28.5.
2. Statutes 2014 Chapter 32 (S.B. No. 858); Sections 49.
3. Statutes 2014 Chapter 327 (A.B. No. 1599); Sections 17, 18, 19, 22, 24, 26.
4. Title 5, California Code of Regulations Sections 850-864. (Effective July 23, 2014)
5. Title 5, California Code of Regulations Sections 850-864. (Certificate of Compliance Effective August 27, 2014)

New Activities

1. Administration of the achievement tests (Smarter Balanced Field Tests, California Standard Test (CST), CMA, CAPA, California Measurement of Academic Performance and Progress for the 21st Century (CalMAPP21), primary language tests, California Assessment of Student Performance and Progress (CAASPP), a consortium summative assessment in English language arts and mathematics to all pupils in grades 3 through 8, inclusive. For grades 9 and 10 students selected for the scientific sample are/were expected to participate. In grade 11 all students selected for the scientific sample are expected to participate. (Ed. Code, §§ 60640, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851(a).)

2. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code § 60640(f)(2). (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(1).)

3. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(2).)

4. Science grade level assessments in grades 5, 8, and 10 that measure content standards adopted pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B). (Cal. Educ. Code § 60640)

5. In the 2014-15 school year, the CAASPP tests pursuant to Education Code section 60640(b) shall be administered to each pupil during the following testing windows: Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(1).)

6. For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(2).)

7. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window. (Ed. Code, §§ 60640, Cal. Code Regs., tit. 5, §§ 855, subd. (b)(3).)

8. The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the

California K-12 High Speed Network (K12HSN) is not exceeded. (Cal. Code Regs., tit. 5, §§ 855, subd. (c).)

9. Administration of the assessments in English language arts and mathematics shall occur in 2014-15 school year. (Ed. Code, §§ 60648.5, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851, and 855.)

10. LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit. (Cal. Code Regs. tit. 5, § 851(c)(d).)

11. Administration of an additional test to pupils of limited English proficiency who are enrolled in grades 2 through 11, if the pupil was initially enrolled in any school district less than 12 months before the date that the English language test was given. (Ed. Code, § 60640, subd. (g).)

12. Exemption of pupils from the CAASSP Program tests upon request of their parent or guardian. (Ed. Code, §§ 60615, 60640, subd. (j); Cal. Code Regs., tit. 5, § 852, subd. (a).)

13. Exemption from testing for pupils if the pupil's individualized education program has an exemption provision. (Ed. Code, § 60640, subds. (e), (j)).

14. Determination of the appropriate grade level test for each pupil in a special education program. (Ed. Code, § 60640, subds. (e), (j)).

15. (a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.
(b)The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.
(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the

parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children. (Cal. Code Regs., tit. 5, § 852, subd. (a)(b)(c))

16.(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5 and 853.7. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.
(b) The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine.
(c) If available, an LEA may utilize a paper-pencil version of any computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code section 60640(e), and if the LEA identifies the pupils that are unable to access the CBA version of the test.
(d) Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment is the responsibility of the LEA. (Cal. Code Regs., tit. 5, § 853, subd. (a)(b)(c)(d))

17. All pupils shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;
(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;

(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;
(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics. (Cal. Code Regs., tit. 5, § 853.5 (a)(1-15).)

18. All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).
(Cal. Code Regs., tit. 5, § 853.5 (b)(1-8).)

19. All pupils shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (c)(1-7).)

20. All pupils shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Cal. Code Regs., tit. 5, § 853.5 (d)(1-14).)

21. The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:
(1) American Sign Language for listening and mathematics;
(2) Braille for reading, writing, listening, and mathematics;
(3) closed captioning for listening;
(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or
(5) streamlining for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (e)(1-5).)

22. The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:
(1) read aloud for primary language test;
(2) American Sign Language for listening, mathematics, and science;

(3) Braille for paper-pencil tests;
(4) Abacus for mathematics and science;
(5) Alternate Response Options for reading, writing, listening, and mathematics;
(6) Calculator for specific mathematics items;
(7) Multiplication Table for mathematics beginning in grade 4;
(8) Print on Demand for reading, writing, listening, and mathematics;.
(9) Read Aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate Braille skills;
(10) Scribe for writing, science, and primary language test;
(11) Speech-to-Text; or
(12) Large-Print version of a paper-pencil test.
(Cal. Code Regs., tit. 5, § 853.5 (f)(1-12).)

23. A LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:
(1) LEA name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) LEA CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.
(Cal. Code Regs., tit. 5, § 853.5 (g)(1-9).)

24. Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:
(1) English dictionary for reading, listening, mathematics, science, and primary language;

(2) Thesaurus for reading, listening, mathematics, science and primary language;
(3) Translated Test Directions for reading, writing, or listening;
(4) Bilingual Dictionary for reading, listening, mathematics, science and primary language;
(5) Translations (glossary) for reading, writing, and listening;
(6) Read aloud for reading passages in grades 3, 4, and 5;
(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;
(8) Calculator for non-specified mathematics items or science;
(9) Math tools (i.e., ruler, protractor) for non-specified mathematics items; and
(10) Multiplication Table for mathematics in grade 3.
(Cal. Code Regs., tit. 5, § 853.5 (h)(1-10).)

25. If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use. (Cal. Code Regs., tit. 5, § 853.5 (i).)

26. (a) An English learner (EL) shall be permitted the following embedded designated supports, when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics and reading items, but not passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(b) An EL shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;

(9) separate setting;
(10) translations (glossary) for mathematics (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (a));
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Education Code Sections 60605 and 60640; (Cal. Code Regs., tit. 5, §§ 853.7)

27. Designation of a CAASPP district coordinator. (Cal. Code Regs., tit. 5, §§ 857-859.)

28. On or before September 30 of each school year, the superintendent of each LEA shall:
(1) designate from among the employees of the LEA an LEA CAASPP coordinator;
(2) identify school(s) with pupils unable to access the CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBA version of a CAASPP test.
(Cal. Code Regs. tit. 5, § 857 (a)(1,2,3).)

29. The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system. (Cal. Code Regs. tit. 5, § 857 (b).)

30. The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. (Cal. Code Regs. tit. 5, § 857 (c)(d)(e).)

31. Designation of a CAASPP test site coordinator at each test site. (Cal. Code Regs., tit. 5, §§ 857-859.)

32. At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. (Cal. Code Regs. tit. 5, § 858 (a).)

33. The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. (Cal. Code Regs. tit. 5, § 858 (b).)

34. The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes. The CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are correctly entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations. (Cal. Code Regs. tit. 5, § 858 (c)(d).)

35. All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, before receiving any of the test materials or tests administered pursuant to Education Code section 60640 and perform all the tasks included in the agreement. (Cal. Code Regs. tit. 5, § 859 (a).)

The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:
(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.
(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests

and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.
(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.
(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.
(6) For an alternate assessment (CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.
Signed: _____
Print Name: Ramona E. Bishop EdD
Title: Superintendent
LEA: Vallejo City Unified School District
Date: 3/17/15

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:
CAASPP TEST SECURITY AFFIDAVIT
I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.
(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.
(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.
(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.
(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.
(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.
(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.
(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other

type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of an alternate assessment (CAPA or its successor alternate assessment), which means that I am a certificated or a licensed LEA employee and a trained examiner, I will keep all the alternate assessment (CAPA or its successor alternate assessment) materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the paper-pencil testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (non-embedded universal tools, designated supports, accommodations, or individualized aids) needed for the test being administered.
(12) I will actively supervise pupils throughout the testing session and verify that pupils have selected the appropriate assessment for the testing session and have completed any necessary preceeding test sections and/or classroom activities.
(13) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.
(14) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____
Print Name: Pamona F. Bishop EdD
Position: Superintendent
School: Vallejo City Unified School District
LEA: _____
Date: 3/17/15

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s). (Cal. Code Regs. tit. 5, § 859 (a)(b:1-6)(c)(d:1-4), (A)(B)(C),(d:5-14)(e).)

36. Inclusion of Program test results in each pupil's record of accomplishment. (Ed. Code, §§ 60607, subd. (a), 60641, subd. (a).)

37. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). (Cal. Code Regs. tit. 5, § 861 (a).)
In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used a designated support;
(3) if a pupil used an individualized aid;
(4) if a pupil used an accommodation(s);
(5) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(6) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(7) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting. (Cal. Code Regs., tit. 5, § 861(b: 1-7)(c).)

38. Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:
(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.
(2) The number of pupils in each school and in the LEA tested with the alternate assessment.
(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.
(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.
(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.
(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).
(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.
(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:
(1) The LEA has returned all secure test materials, and
(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either;
(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or
(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began. (Cal. Code Regs., tit. 5, § 862(a:1-8)(b:1-2)(A)(B).)

39. (a) The amount of funding to be apportioned to the LEA shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:
(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.
(2) All expenses incurred at the LEA and school/test site(s) related to testing.
(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.
(4) All costs associated with transmitting the pupil report(s) to parents/guardians.

(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.
(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils. (Cal. Code Regs., tit. 5, § 862.5 (a:1-5)(b).)

40. (a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.
(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.
(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities. Reporting of individual program test results in writing to each pupil's parent or guardian and to the pupil's school and teachers as well as maintaining the pupil's scores with the pupil's permanent school records. (Ed. Code, § 60641, subds. (a; b); Cal. Code Regs., tit. 5, § 863 (a-c).)

41. Reporting of district-wide, school-level, and class-level results to the school district's governing board or county office of education. (Ed. Code, § 60641.)

42. (a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.
(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:
(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and
(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test. (Cal. Code Regs., tit. 5, § 864 (a)(b:1-2.)

43. Provide grade 11 assessments to pupils, parents or legal guardians. (Ed. Code, § 60641, subd. (e).)

44. Provide interim and formative assessment tools for kindergarten and grades 1-12. (Ed. Code, § 60642.6.);

45. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take. (Education Code 60607)

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CA LEGIS 327 (2014)(A.B. 1599)

46. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the California Assessment of Student Performance and Progress (CAASPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course examinations he or she has taken, and the vocational education certification examinations he or she chose to take. (Education Code 60607)

47. A pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission and the results of an individual pupil on the CAASPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission. (Education Code 60607)

48. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the California Assessment of Student Performance and Progress (CAASPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards. The districtwide, school-level, and grade-level results of the CAASPP in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting. Aggregated, disaggregated, or group scores or reports that include the results of the CAASPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results. (Education Code 60641)

49. A local educational agency shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the California Assessment of Student Performance and Progress. (Education Code 60643.6)

50. The test or series of tests developed or acquired pursuant to subdivision (a) shall have sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills. Pupils in kindergarten and grade 1 shall be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. The early literacy assessment shall be administered for a period of four years beginning after the initial administration of the assessment or until July 1, 2017, whichever occurs last. (Education Code 60643.6)

51. Training and review of the CAASSP Program requirements as outlined in the test claim legislation and regulations by school district staff.

52. Developing and implementation of internal policies, training, procedures and forms relating to the administration of the CAASPP Program. Developing internal policies, procedures, and forms to implement the CAASP. (One-time)

53. In California, all students in grades 3 through 8 and 11 will participate in the 2015 Smarter Balanced tests, which include both ELA and mathematics content areas. These tests are administered online.

54. In 2015 the CSTs in Science are to be administered to students in grades 5, 8, and 10.

55. In 2015 the CMA for Science tests are to be administered to students in grades 5, 8, and 10 who have an individualized education program (IEP).

56. In 2015 the CAPA for Science tests are individually administered performance assessments for students in grades 5, 8, and 10 who have significant cognitive disabilities and who are unable to take either the CSTs even with accommodations or modifications or the CMA with accommodations.

57. In 2015 the STS are multiple-choice tests that allow Spanish-speaking English learners in grades 2 through 11 to demonstrate their knowledge of the California content standards by taking a reading/language arts (RLA) assessment in their primary language.

Section D.

Not Applicable.

Section F.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: March 17, 2015

RAMONA BISHOP, ED.D, SUPERINTENDENT OF SCHOOLS, VALLEJO CITY UNIFIED SCHOOL DISTRICT

Test Claim: California Assessment of Student Performance and Progress (CAASPP)
Claimants: Santa Ana Unified School District, Porterville Unified School District, Plumas Unified School District, Plumas County Office of Education
Section: 7 – Documentation

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EDUCATION—SCHOOLS AND SCHOOL DISTRICTS—TESTS AND TESTING
2013 Cal. Legis. Serv. Ch. 489 (A.B. 484) (WEST) *(Approx. 21 pages)*

2013 Cal. Legis. Serv. Ch. 489 (A.B. 484) (WEST)

CALIFORNIA 2013 LEGISLATIVE SERVICE

2013 Portion of 2013-2014 Regular Session

Additions are indicated by **Text**; deletions by
~~* * *~~ .
Vetoes are indicated by ~~Text~~ ;
stricken material by ~~**Text**~~ .

CHAPTER 489
A.B. No. 484
EDUCATION—SCHOOLS AND SCHOOL DISTRICTS—TESTS AND TESTING

AN ACT to amend Sections 52052, 60601, 60603, 60604, 60607, 60610, 60611, 60612, 60630, 60640, 60641, 60643, 60648, 99300, and 99301 of, to amend the heading of Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 of Division 4 of Title 2 of, to amend and repeal Section 60602 of, to add Sections 60602.5, 60642.6, 60643.6, and 60648.5 to, to repeal Sections 60605.5, 60606, 60643.1, 60643.5, and 60645 of, and to repeal, add, and repeal Section 60649 of, the Education Code, relating to pupil assessments.

[Filed with Secretary of State October 2, 2013.]

LEGISLATIVE COUNSEL'S DIGEST

AB 484, Bonilla. Pupil assessments: Measurement of Academic Performance and Progress (MAPP).

Existing law requires the Superintendent of Public Instruction, with the approval of the State Board of Education, to develop an Academic Performance Index (API) to measure the performance of schools and school districts, especially the academic performance of pupils.

Existing law, the Leroy Greene California Assessment of Academic Achievement Act, requires the Superintendent to design and implement a statewide pupil assessment program, and requires school districts, charter schools, and county offices of education to administer to each of its pupils in grades 2 to 11, inclusive, certain achievement tests, including a standards-based achievement test pursuant to the Standardized Testing and Reporting (STAR) Program and the California Standards Tests. Existing law makes the Leroy Greene California Assessment of Academic Achievement Act inoperative on July 1, 2014, and repeals it on January 1, 2015.

Existing federal law, the No Child Left Behind Act of 2001, contains provisions generally requiring states to adopt performance goals for their public elementary and secondary schools, and to demonstrate that these public schools are making adequate yearly progress, as measured by pupil performance on standardized tests as well as other measures, to satisfy those goals.

Existing law requires the Superintendent, with approval of the state board, to develop the California Standards Tests, to measure the degree to which pupils are achieving academically rigorous content standards and performance standards, as provided.

Existing law, the Early Assessment Program, establishes a collaborative effort, headed by the California State University, to enable pupils to learn about their readiness for college-level English and mathematics before their senior year of high school.

This bill would, for the 2013–14 and 2014–15 school years, upon approval of the state board, authorize the Superintendent to not provide an API score to a school or school district due to a determination by the Superintendent that a transition to new standards-based assessments would compromise comparability of results across schools or school districts.

The bill would extend the duration of the provisions of the Leroy Greene California Assessment of Academic Achievement Act by 6 years so that they would become inoperative on July 1, 2020, and be repealed on January 1, 2021.

The bill would delete the provisions establishing the STAR Program, and instead establish the Measurement of Academic Performance and Progress (MAPP), commencing with the 2013–14 school year, for the assessment of certain elementary and secondary pupils. The bill would specify that the MAPP would be composed of: a consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11, as specified; science grade level assessments in grades 5, 8, and 10, measuring specified content standards; the California Alternate Performance Assessment in grades 2 to 11, inclusive, in English language arts and mathematics and science in grades 5, 8, and 10, as specified; and the Early Assessment Program. The bill would specify numerous policies and procedures with respect to the development and the implementation of the MAPP by the Superintendent, the state board, and affected local educational agencies.

This bill would, commencing with the 2014–15 school year and for purposes of the Early Assessment Program, authorize the replacement of the California Standards Test and the augmented California Standards Tests in English language arts and mathematics with the grade 11 consortium computer-adaptive assessments in English language arts and mathematics, as provided.

This bill would make conforming and other related changes and nonsubstantive changes.

This bill would incorporate additional changes in Section 52052 of the Education Code, proposed by SB 344, to be operative only if SB 344 and this bill are chaptered and become effective on or before January 1, 2014, and this bill is chaptered last.

This bill would incorporate additional changes in Section 99301 of the Education Code, proposed by SB 490, to be operative only if SB 490 and this bill are chaptered and become effective on or before January 1, 2014, and this bill is chaptered last.

The people of the State of California do enact as follows:

SECTION 1. Section 52052 of the Education Code is amended to read:

<< CA EDUC § 52052 >>

52052. (a)(1) The Superintendent, with approval of the state board, shall develop an Academic Performance Index (API), to measure the performance of schools **and school districts**, especially the academic performance of pupils.

(2) A school **or school district** shall demonstrate comparable improvement in academic achievement as measured by the API by all numerically significant pupil subgroups at the school **or school district**, including:

(A) Ethnic subgroups.

(B) Socioeconomically disadvantaged pupils.

(C) English learners.

(D) Pupils with disabilities.

(E) Foster youth.

(3)(A) For purposes of this section, a numerically significant pupil subgroup is one that * * * **consists of at least 30 pupils, each of whom has a valid test score.**

* * *

* * * **(B) Notwithstanding subparagraph (A), for** a subgroup * * * **of pupils who are foster youth,** a numerically significant pupil subgroup * * * **is one that consists of at least 15 pupils**.

(C) For a school **or school district** with an API score that is based on no fewer than 11 and no more than 99 pupils with valid test scores, numerically significant pupil subgroups shall be defined by the Superintendent, with approval by the state board.

(4)(A) The API shall consist of a variety of indicators currently reported to the department, including, but not limited to, the

results of the achievement test administered pursuant to Section 60640, attendance rates for pupils in elementary schools, middle schools, and secondary schools, and the graduation rates for pupils in secondary schools.

(B) The Superintendent, with the approval of the state board, may also incorporate into the API the rates at which pupils successfully promote from one grade to the next in middle school and high school, and successfully matriculate from middle school to high school.

(C) Graduation rates for pupils in secondary schools shall be calculated for the API as follows:

(i) Four-year graduation rates shall be calculated by taking the number of pupils who graduated on time for the current school year, which is considered to be three school years after the pupils entered grade 9 for the first time, and dividing that number by the total calculated in clause (ii).

(ii) The number of pupils entering grade 9 for the first time in the school year three school years before the current school year, plus the number of pupils who transferred into the class graduating at the end of the current school year between the school year that was three school years before the current school year and the date of graduation, less the number of pupils who transferred out of the school between the school year that was three school years before the current school year and the date of graduation who were members of the class that is graduating at the end of the current school year.

(iii) Five-year graduation rates shall be calculated by taking the number of pupils who graduated on time for the current school year, which is considered to be four school years after the pupils entered grade 9 for the first time, and dividing that number by the total calculated in clause (iv).

(iv) The number of pupils entering grade 9 for the first time in the school year four years before the current school year, plus the number of pupils who transferred into the class graduating at the end of the current school year between the school year that was four school years before the current school year and the date of graduation, less the number of pupils who transferred out of the school between the school year that was four years before the current school year and the date of graduation who were members of the class that is graduating at the end of the current school year.

(v) Six-year graduation rates shall be calculated by taking the number of pupils who graduated on time for the current school year, which is considered to be five school years after the pupils entered grade 9 for the first time, and dividing that number by the total calculated in clause (vi).

(vi) The number of pupils entering grade 9 for the first time in the

school year five years before the current school year, plus the number of pupils who transferred into the class graduating at the end of the current school year between the school year that was five school years before the current school year and the date of graduation, less the number of pupils who transferred out of the school between the school year that was five years before the current school year and the date of graduation who were members of the class that is graduating at the end of the current school year.

(D) The inclusion of five- and six-year graduation rates for pupils in secondary schools shall meet the following requirements:

(i) Schools **and school districts** shall be granted one-half the credit in their API scores for graduating pupils in five years that they are granted for graduating pupils in four years.

(ii) Schools **and school districts** shall be granted one-quarter the credit in their API scores for graduating pupils in six years that they are granted for graduating pupils in four years.

(iii) Notwithstanding clauses (i) and (ii), schools **and school districts** shall be granted full credit in their API scores for graduating in five or six years a pupil with disabilities who graduates in accordance with his or her individualized education program.

(E) The pupil data collected for the API that comes from the achievement test administered pursuant to Section 60640 and the high school exit examination administered pursuant to Section 60851, when fully implemented, shall be disaggregated by special education status, English learners, socioeconomic status, gender, and ethnic group. Only the test scores of pupils who were counted as part of the enrollment in the annual data collection of the California Basic Educational Data System for the current fiscal year and who were continuously enrolled during that year may be included in the test result reports in the API score of the school.

(F)(i) Commencing with the baseline API calculation in 2016, and for each year thereafter, results of the achievement test and other tests specified in subdivision (b) shall constitute no more than 60 percent of the value of the index for secondary schools.

(ii) In addition to the elements required by this paragraph, the Superintendent, with approval of the state board, may incorporate into the index for secondary schools valid, reliable, and stable measures of pupil preparedness for postsecondary education and career.

(G) Results of the achievement test and other tests specified in subdivision (b) shall constitute at least 60 percent of the value of the index for primary schools and middle schools.

(H) It is the intent of the Legislature that the state's system of public school accountability be more closely aligned with both the

public's expectations for public education and the workforce needs of the state's economy. It is therefore necessary that the accountability system evolve beyond its narrow focus on pupil test scores to encompass other valuable information about school performance, including, but not limited to, pupil preparedness for college and career, as well as the high school graduation rates already required by law.

(I) The Superintendent shall annually determine the accuracy of the graduation rate data. Notwithstanding any other law, graduation rates for pupils in dropout recovery high schools shall not be included in the API. For purposes of this subparagraph, "dropout recovery high school" means a high school in which 50 percent or more of its pupils have been designated as dropouts pursuant to the exit/withdrawal codes developed by the department or left a school and were not otherwise enrolled in a school for a period of at least 180 days.

(J) To complement the API, the Superintendent, with the approval of the state board, may develop and implement a program of school quality review that features locally convened panels to visit schools, observe teachers, interview pupils, and examine pupil work, if an appropriation for this purpose is made in the annual Budget Act.

(K) The Superintendent shall annually provide to local educational agencies and the public a transparent and understandable explanation of the individual components of the API and their relative values within the API.

(L) An additional element chosen by the Superintendent and the state board for inclusion in the API pursuant to this paragraph shall not be incorporated into the API until at least one full school year after the state board's decision to include the element into the API.

(b) Pupil scores from the following tests, when available and when found to be valid and reliable for this purpose, shall be incorporated into the API:

(1) The standards-based achievement tests provided for in Section 60642.5.

(2) The high school exit examination.

(c) Based on the API, the Superintendent shall develop, and the state board shall adopt, expected annual percentage growth targets for all schools based on their API baseline score from the previous year. Schools are expected to meet these growth targets through effective allocation of available resources. For schools below the statewide API performance target adopted by the state board pursuant to subdivision (d), the minimum annual percentage growth target shall be 5 percent of the difference between the actual API score of a school and the statewide API performance target, or one API point, whichever is greater.

Schools at or above the statewide API performance target shall have, as their growth target, maintenance of their API score above the statewide API performance target. However, the state board may set differential growth targets based on grade level of instruction and may set higher growth targets for the lowest performing schools because they have the greatest room for improvement. To meet its growth target, a school shall demonstrate that the annual growth in its API is equal to or more than its schoolwide annual percentage growth target and that all numerically significant pupil subgroups, as defined in subdivision (a), are making comparable improvement.

(d) Upon adoption of state performance standards by the state board, the Superintendent shall recommend, and the state board shall adopt, a statewide API performance target that includes consideration of performance standards and represents the proficiency level required to meet the state performance target. * * *

(e)(1) A school **or school district** with 11 to 99 pupils with valid test scores shall receive an API score with an asterisk that indicates less statistical certainty than API scores based on 100 or more test scores.

(2) A school **or school district** annually shall receive an API score, unless the Superintendent determines that an API score would be an invalid measure of the performance of the school **or school district** for one or more of the following reasons:

(A) Irregularities in testing procedures occurred.

(B) The data used to calculate the API score of the school **or school district** are not representative of the pupil population at the school **or school district**.

(C) Significant demographic changes in the pupil population render year-to-year comparisons of pupil performance invalid.

(D) The department discovers or receives information indicating that the integrity of the API score has been compromised.

(E) Insufficient pupil participation in the assessments included in the API.

(F) A transition to new standards-based assessments compromises comparability of results across schools or school districts. The Superintendent may use the authority in this subparagraph in the 2013–14 and 2014–15 school years only, with approval of the state board.

(3) If a school **or school district** has fewer than 100 pupils with valid test scores, the calculation of the API or adequate yearly progress pursuant to the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301 et seq.) and federal regulations may be calculated over more than one annual administration of the tests administered pursuant to Section 60640 and the high school exit

examination administered pursuant to Section 60851, consistent with regulations adopted by the state board.

(4) Any school or school district that does not receive an API calculated pursuant to subparagraph (F) of paragraph (2) shall not receive an API growth target pursuant to subdivision (c). Schools and school districts that do not have an API calculated pursuant to subparagraph (F) of paragraph (2) shall use one of the following:

(A) The most recent API calculation.

(B) An average of the three most recent annual API calculations.

(C) Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant subgroups.

(f) Only schools with 100 or more test scores contributing to the API may be included in the API rankings.

(g) The Superintendent, with the approval of the state board, shall develop an alternative accountability system for schools under the jurisdiction of a county board of education or a county superintendent of schools, community day schools, nonpublic, nonsectarian schools pursuant to Section 56366, and alternative schools serving high-risk pupils, including continuation high schools and opportunity schools. Schools in the alternative accountability system may receive an API score, but shall not be included in the API rankings.

(h) For purposes of this section, county offices of education shall be considered school districts.

SEC. 1.5. Section 52052 of the Education Code is amended to read:

<< CA EDUC § 52052 >>

52052. (a)(1) The Superintendent, with approval of the state board, shall develop an Academic Performance Index (API), to measure the performance of schools **and school districts**, especially the academic performance of pupils.

(2) A school **or school district** shall demonstrate comparable improvement in academic achievement as measured by the API by all numerically significant pupil subgroups at the school **or school district**, including:

(A) Ethnic subgroups.

(B) Socioeconomically disadvantaged pupils.

(C) English learners.

(D) Pupils with disabilities.

(E) Foster youth.

(F) Reclassified English learners. The inclusion of reclassified English learners in the API shall, at a minimum, be consistent with the manner in which reclassified English learners are included in the determination of adequate yearly progress, as required by Section 6311(b)(2)(B) of the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301 et seq.).

(3)(A) For purposes of this section, a numerically significant pupil subgroup is one that * * * **consists of at least 30 pupils, each of whom has a valid test score.**

* * *

(B) * * * **Notwithstanding subparagraph (A), for** a subgroup * * * **of pupils who are foster youth,** a numerically significant pupil subgroup * * * **is one that consists of at least 15 pupils**.

(C) For a school **or school district** with an API score that is based on no fewer than 11 and no more than 99 pupils with valid test scores, numerically significant pupil subgroups shall be defined by the Superintendent, with approval by the state board.

(4)(A) The API shall consist of a variety of indicators currently reported to the department, including, but not limited to, the results of the achievement test administered pursuant to Section 60640, attendance rates for pupils in elementary schools, middle schools, and secondary schools, and the graduation rates for pupils in secondary schools.

(B) The Superintendent, with the approval of the state board, may also incorporate into the API the rates at which pupils successfully promote from one grade to the next in middle school and high school, and successfully matriculate from middle school to high school.

(C) Graduation rates for pupils in secondary schools shall be calculated for the API as follows:

(i) Four-year graduation rates shall be calculated by taking the number of pupils who graduated on time for the current school year, which is considered to be three school years after the pupils entered grade 9 for the first time, and dividing that number by the total calculated in clause (ii).

(ii) The number of pupils entering grade 9 for the first time in the school year three school years before the current school year, plus the number of pupils who transferred into the class graduating at the end of the current school year between the school year that was three school years before the current school year and the date of graduation, less the number of pupils who transferred out of the school between the school year that was three school years before the current school year and the date of

graduation who were members of the class that is graduating at the end of the current school year.

(iii) Five-year graduation rates shall be calculated by taking the number of pupils who graduated on time for the current school year, which is considered to be four school years after the pupils entered grade 9 for the first time, and dividing that number by the total calculated in clause (iv).

(iv) The number of pupils entering grade 9 for the first time in the school year four years before the current school year, plus the number of pupils who transferred into the class graduating at the end of the current school year between the school year that was four school years before the current school year and the date of graduation, less the number of pupils who transferred out of the school between the school year that was four years before the current school year and the date of graduation who were members of the class that is graduating at the end of the current school year.

(v) Six-year graduation rates shall be calculated by taking the number of pupils who graduated on time for the current school year, which is considered to be five school years after the pupils entered grade 9 for the first time, and dividing that number by the total calculated in clause (vi).

(vi) The number of pupils entering grade 9 for the first time in the school year five years before the current school year, plus the number of pupils who transferred into the class graduating at the end of the current school year between the school year that was five school years before the current school year and the date of graduation, less the number of pupils who transferred out of the school between the school year that was five years before the current school year and the date of graduation who were members of the class that is graduating at the end of the current school year.

(D) The inclusion of five- and six-year graduation rates for pupils in secondary schools shall meet the following requirements:

(i) Schools **and school districts** shall be granted one-half the credit in their API scores for graduating pupils in five years that they are granted for graduating pupils in four years.

(ii) Schools **and school districts** shall be granted one-quarter the credit in their API scores for graduating pupils in six years that they are granted for graduating pupils in four years.

(iii) Notwithstanding clauses (i) and (ii), schools **and school districts** shall be granted full credit in their API scores for graduating in five or six years a pupil with disabilities who graduates in accordance with his or her individualized education program.

(E) The pupil data collected for the API that comes from the

achievement test administered pursuant to Section 60640 and the high school exit examination administered pursuant to Section 60851, when fully implemented, shall be disaggregated by special education status, English learners, socioeconomic status, gender, and ethnic group. Only the test scores of pupils who were counted as part of the enrollment in the annual data collection of the California Basic Educational Data System for the current fiscal year and who were continuously enrolled during that year may be included in the test result reports in the API score of the school.

(F)(i) Commencing with the baseline API calculation in 2016, and for each year thereafter, results of the achievement test and other tests specified in subdivision (b) shall constitute no more than 60 percent of the value of the index for secondary schools.

(ii) In addition to the elements required by this paragraph, the Superintendent, with approval of the state board, may incorporate into the index for secondary schools valid, reliable, and stable measures of pupil preparedness for postsecondary education and career.

(G) Results of the achievement test and other tests specified in subdivision (b) shall constitute at least 60 percent of the value of the index for primary schools and middle schools.

(H) It is the intent of the Legislature that the state's system of public school accountability be more closely aligned with both the public's expectations for public education and the workforce needs of the state's economy. It is therefore necessary that the accountability system evolve beyond its narrow focus on pupil test scores to encompass other valuable information about school performance, including, but not limited to, pupil preparedness for college and career, as well as the high school graduation rates already required by law.

(I) The Superintendent shall annually determine the accuracy of the graduation rate data. Notwithstanding any other law, graduation rates for pupils in dropout recovery high schools shall not be included in the API. For purposes of this subparagraph, "dropout recovery high school" means a high school in which 50 percent or more of its pupils have been designated as dropouts pursuant to the exit/withdrawal codes developed by the department or left a school and were not otherwise enrolled in a school for a period of at least 180 days.

(J) To complement the API, the Superintendent, with the approval of the state board, may develop and implement a program of school quality review that features locally convened panels to visit schools, observe teachers, interview pupils, and examine pupil work, if an appropriation for this purpose is made in the annual Budget Act.

(K) The Superintendent shall annually provide to local educational agencies and the public a transparent and understandable explanation of the individual components of the API and their

relative values within the API.

(L) An additional element chosen by the Superintendent and the state board for inclusion in the API pursuant to this paragraph shall not be incorporated into the API until at least one full school year after the state board's decision to include the element into the API.

(b) Pupil scores from the following tests, when available and when found to be valid and reliable for this purpose, shall be incorporated into the API:

(1) The standards-based achievement tests provided for in Section 60642.5.

(2) The high school exit examination.

(c) Based on the API, the Superintendent shall develop, and the state board shall adopt, expected annual percentage growth targets for all schools based on their API baseline score from the previous year. Schools are expected to meet these growth targets through effective allocation of available resources. For schools below the statewide API performance target adopted by the state board pursuant to subdivision (d), the minimum annual percentage growth target shall be 5 percent of the difference between the actual API score of a school and the statewide API performance target, or one API point, whichever is greater. Schools at or above the statewide API performance target shall have, as their growth target, maintenance of their API score above the statewide API performance target. However, the state board may set differential growth targets based on grade level of instruction and may set higher growth targets for the lowest performing schools because they have the greatest room for improvement. To meet its growth target, a school shall demonstrate that the annual growth in its API is equal to or more than its schoolwide annual percentage growth target and that all numerically significant pupil subgroups, as defined in subdivision (a), are making comparable improvement.

(d) Upon adoption of state performance standards by the state board, the Superintendent shall recommend, and the state board shall adopt, a statewide API performance target that includes consideration of performance standards and represents the proficiency level required to meet the state performance target. * * *

(e)(1) A school **or school district** with 11 to 99 pupils with valid test scores shall receive an API score with an asterisk that indicates less statistical certainty than API scores based on 100 or more test scores.

(2) A school **or school district** annually shall receive an API score, unless the Superintendent determines that an API score would be an invalid measure of the performance of the school **or school district** for one or more of the following reasons:

(A) Irregularities in testing procedures occurred.

(B) The data used to calculate the API score of the school **or school district** are not representative of the pupil population at the school **or school district**.

(C) Significant demographic changes in the pupil population render year-to-year comparisons of pupil performance invalid.

(D) The department discovers or receives information indicating that the integrity of the API score has been compromised.

(E) Insufficient pupil participation in the assessments included in the API.

(F) A transition to new standards-based assessments compromises comparability of results across schools or school districts. The Superintendent may use the authority in this subparagraph in the 2013–14 and 2014–15 school years only, with approval of the state board.

(3) If a school **or school district** has fewer than 100 pupils with valid test scores, the calculation of the API or adequate yearly progress pursuant to the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301 et seq.) and federal regulations may be calculated over more than one annual administration of the tests administered pursuant to Section 60640 and the high school exit examination administered pursuant to Section 60851, consistent with regulations adopted by the state board.

(4) Any school or school district that does not receive an API calculated pursuant to subparagraph (F) of paragraph (2) shall not receive an API growth target pursuant to subdivision (c). Schools and school districts that do not have an API calculated pursuant to subparagraph (F) of paragraph (2) shall use one of the following:

(A) The most recent API calculation.

(B) An average of the three most recent annual API calculations.

(C) Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant subgroups.

(f) Only schools with 100 or more test scores contributing to the API may be included in the API rankings.

(g) The Superintendent, with the approval of the state board, shall develop an alternative accountability system for schools under the jurisdiction of a county board of education or a county superintendent of schools, community day schools, nonpublic, nonsectarian schools pursuant to Section 56366, and alternative schools serving high-risk pupils, including continuation high schools and opportunity schools. Schools in the alternative

accountability system may receive an API score, but shall not be included in the API rankings.

(h) For purposes of this section, county offices of education shall be considered school districts.

SEC. 2. Section 60601 of the Education Code is amended to read:

<< CA EDUC § 60601 >>

60601. This chapter shall become inoperative on July 1, **2020**, and as of January 1, **2021**, is repealed, unless a later enacted statute that is enacted before January 1, **2021**, deletes or extends the dates on which it becomes inoperative and is repealed.

SEC. 3. Section 60602 of the Education Code is amended to read:

<< CA EDUC § 60602 >>

60602. (a) It is the intent of the Legislature in enacting this chapter to provide a system of individual assessment of pupils that has the primary purpose of assisting teachers, administrators, **and** pupils * * * and their parents * * * to improve teaching and learning. In order to accomplish these goals, the Legislature finds and declares that California should adopt a coordinated and consolidated testing program to do all of the following:

(1) First and foremost, provide information on the academic status and progress of individual pupils to those pupils, their parents, and their teachers. This information should be designed to assist in the improvement of teaching and learning in California public classrooms. The Legislature recognizes that, in addition to statewide assessments that will occur as specified in this chapter, school districts will conduct additional ongoing pupil diagnostic assessment and provide information regarding pupil performance based on those assessments on a regular basis to parents or guardians and schools. The Legislature further recognizes that local diagnostic assessment is a primary mechanism through which academic strengths and weaknesses are identified.

(2) Develop and adopt a set of statewide academically rigorous content standards and performance standards in all major subject areas to serve as the basis for assessing the academic achievement of individual pupils, as well as for schools, school districts, and for the California education system as a whole. The performance standards shall be designed to lead to specific grade level benchmarks of academic achievement for each subject area tested within each grade level, and shall be based on the knowledge and skills that pupils will need in order to succeed in the information-based, global economy of the 21st century.

(3) Ensure that all assessment procedures, items, instruments, and scoring systems are independently reviewed to ensure that they meet high standards of statistical reliability and validity, and

that they do not use procedures, items, instruments, or scoring practices that are racially, culturally, or gender biased.

(4) Provide information to pupils, parents or guardians, teachers, schools, and school districts on a timely basis so that the information can be used to further the development of the pupil and to improve the educational program.

(5) Develop assessments that are comparable to the National Assessment of Educational Progress and other national and international assessment efforts, so that California's local and state test results are reported in a manner that corresponds to the national test results. Test results should be reported in terms describing a pupil's academic performance in relation to the statewide academically rigorous content and performance standards adopted by the **s**tate **b**oard * * * and in terms of employment skills possessed by the pupil, in addition to being reported as numerical or percentile scores.

(6) Assess pupils for a broad range of academic skills and knowledge including both basic academic skills and the ability of pupils to apply those skills.

(7) Include an appropriate balance of types of assessment instruments, including, but not limited to, multiple choice questions, short answer questions, and assessments of applied academic skills.

(8) Minimize the amount of instructional time devoted to assessments administered pursuant to this chapter.

(b) It is the intent of the Legislature, pursuant to this article, to begin a planning and implementation process to enable the Superintendent * * * to accomplish the goals set forth in this section as soon as feasible.

(c) It is the intent of the Legislature that parents, classroom teachers, other educators, governing board members of school districts, and the public be involved, in an active and ongoing basis, in the design and implementation of the statewide pupil assessment program and the development of assessment instruments.

(d) It is the intent of the Legislature, insofar as is practically feasible and following the completion of annual testing, that the content, test structure, and test items in the assessments that are part of the Standardized Testing and Reporting Program become open and transparent to teachers, parents, and pupils, to assist all the stakeholders in working together to demonstrate improvement in pupil academic achievement. A planned change in annual test content, format, or design * * * should be made available to educators and the public well before the beginning of the school year in which the change will be implemented.

(e) It is the intent of the Legislature that the results of the

California Standards Tests be available for use, after appropriate validation, academic credit, or placement and admissions processes, or both, at postsecondary educational institutions.

(f) This section shall become inoperative on July 1, 2014, and, as of January 1, 2015, is repealed, unless a later enacted statute, that becomes operative on or before January 1, 2015, deletes or extends the dates on which it becomes inoperative and is repealed.

SEC. 4. Section 60602.5 is added to the Education Code, to read:

<< CA EDUC § 60602.5 >>

60602.5. (a) It is the intent of the Legislature in enacting this chapter to provide a system of assessments of pupils that has the primary purposes of assisting teachers, administrators, and pupils and their parents; improving teaching and learning; and promoting high-quality teaching and learning using a variety of assessment approaches and item types. The assessments, where applicable and valid, will produce scores that can be aggregated and disaggregated for the purpose of holding schools and local educational agencies accountable for the achievement of all their pupils in learning the California academic content standards. The system includes assessments or assessment tools for multiple grade levels that cover the full breadth and depth of the curriculum and promote the teaching of the full curriculum. In order to accomplish these goals, the Legislature finds and declares that California should adopt a coordinated and consolidated testing system to do all of the following:

(1) Develop and adopt a set of statewide academically rigorous content standards in all major subject areas to serve as the basis for modeling and promoting high-quality teaching and learning activities across the entire curriculum and assessing the academic achievement of pupils, as well as for schools, school districts, and for the California education system as a whole. Exclusive of those assessments established by a multistate consortium, produce performance standards to be adopted by the state board designed to lead to specific grade level benchmarks of academic achievement for each subject area tested within each grade level based on the knowledge, skills, and processes that pupils will need in order to succeed in the information-based, global economy of the 21st century.

(2) Provide information and resources to schools and local educational agencies to assist with the selection of local benchmark assessments, diagnostic assessments, and formative tools aligned with the state-adopted California academic content standards. The Legislature recognizes the importance of local tools and assessments used by schools and local educational agencies to monitor pupil achievement and to identify individual pupil strengths and weaknesses. The Legislature further recognizes the role the state may play in leveraging resources to

provide schools and local educational agencies with information and tools for use at their discretion.

(3) Ensure that all assessment procedures, items, instruments, scoring systems, and results meet high standards of statistical reliability and validity, and that they do not use procedures, items, instruments, or scoring practices that are racially, culturally, socioeconomically, or gender biased.

(4) Provide information to pupils, parents and guardians, teachers, schools, and local educational agencies on a timely basis so the information can be used to further the development of the pupil or to improve the educational program. The Legislature recognizes that the majority of the assessments in the system will generate individual pupil scores that will provide information on pupil achievement to pupils, their parents or guardians, teachers, schools, and local educational agencies. The Legislature further recognizes that some assessments in the system may solely generate results at the school, school district, county, or state level for purposes of improving the education program and promoting the teaching and learning of the full curriculum.

(5) When administered as a census administration, results should be reported in terms describing a pupil's academic performance in relation to the statewide academically rigorous content and performance standards and in terms of college and career readiness skills possessed by the pupil, in addition to being reported as a numerical. When appropriate, the reports should include a measure of growth that describes a pupil's current status in relation to past performance.

(6) Where feasible, administer assessments via technology to enhance the assessment of challenging content using innovative item types and to facilitate expedited scoring.

(7) Minimize the amount of instructional time devoted to assessments administered pursuant to this chapter. It is the intent of the Legislature that any redundancies in statewide testing be eliminated as soon as is feasible.

(b) It is the intent of the Legislature, pursuant to this article, to initiate planning for the implementation process to enable the Superintendent to accomplish the goals set forth in this section as soon as feasible.

(c) It is the intent of the Legislature that parents, classroom teachers, other educators, pupil representatives, institutions of higher education, business community members, and the public be involved, in an active and ongoing basis, in the design and implementation of the statewide pupil assessment system and the development of assessment instruments. The Legislature recognizes the important role that these stakeholders play in the success of the statewide pupil assessment system and the importance of providing them with information and resources about the new statewide system including the goals and

appropriate uses of the system.

(d) It is the intent of the Legislature, insofar as is practically and fiscally feasible and following the completion of annual testing, that the content, test structure, and test items in the assessments that are part of the statewide pupil assessment system become open and transparent to teachers, parents, and pupils, to assist stakeholders in working together to demonstrate improvement in pupil academic achievement. A planned change in annual test content, format, or design should be made available to educators and the public well before the beginning of the school year in which the change will be implemented.

(e) It is the intent of the Legislature that the results of the statewide pupil assessments be available for use, after appropriate validation, for academic credit, or placement and admissions processes, or both, at postsecondary educational institutions.

(f) This section shall become operative on July 1, 2014.

SEC. 5. Section 60603 of the Education Code is amended to read:

<< CA EDUC § 60603 >>

60603. As used in this chapter:

(a) "Achievement level descriptors" means a narrative description of the knowledge, skills, and processes expected of pupils at different grade levels and at different performance levels on achievement tests.

(b) "Achievement test" means any **summative** standardized test that measures the level of performance that a pupil has achieved ~~* * *~~ **on state-adopted content standards**.

~~* * *~~

(c) "Census administration" means a test administration in which all pupils take comparable assessments of the same content and where results of individual performance are appropriate and meaningful to parents, pupils, and teachers.

(d) "Computer-adaptive assessment" means a computer-based test that utilizes a computer program to adjust the difficulty of test items throughout a testing session based on a test taker's responses to previous test items during that testing session.

(e) "Computer-based assessment" means a test administered using an electronic computing device.

(f) "Consortium" means a multistate collaborative organized to develop a comprehensive system of assessments or formative tools such as described in Section 60605.7.

(g) "Constructed-response questions" means a type of assessment item that requires pupils to construct their own answers.

(h) "Content standards" means the specific academic knowledge, skills, and abilities that all public schools in this state are expected to teach**,** and all pupils **are** expected to learn~~***~~ **, in reading, writing, mathematics, history-social science, foreign languages, visual and performing arts, and science**, at each grade level tested.

~~***~~

~~***~~ **(i) "Diagnostic assessment" means an assessment** of particular ~~***~~ **knowledge** or skills a pupil has or has not yet achieved **for the purpose of informing instruction and making placement decisions**.

~~***~~

(j) "End of course exam" means a comprehensive and challenging assessment of pupil achievement in a particular subject area or discipline.

(k) "Field test" means an assessment or assessment items administered to a representative sample of a population to ensure that the test or item produces results that are valid, reliable, and fair.

(*l*) "Formative assessment **tools**" means assessment tools and processes that are embedded in instruction and ~~***~~ used by teachers and pupils to provide timely feedback for purposes of adjusting instruction to improve learning.

(m) "High-quality assessment" means an assessment designed to measure a pupil's knowledge of, understanding of, and ability to apply**,** critical concepts through the use of a variety of item types and formats, including, but not **necessarily** limited to, items that allow for **constructed** responses and items that require the completion of **performance** tasks. A high-quality assessment should have the following characteristics:

(1) Enable measurement of pupil achievement and pupil growth **to the extent feasible**.

(2) Be of high technical quality by being valid, reliable, fair, and aligned to standards.

(3) Incorporate technology where appropriate.

(4) Include the assessment of pupils with disabilities and English learners.

(5) Use, to the extent feasible, universal design principles, as defined in Section 3 of the federal Assistive Technology Act of 1998 (29 U.S.C. Sec. 3002) in its development and administration.

(n) "Interim assessment" means an assessment that is **designed to be** given at regular * * * intervals throughout the school year * * * to evaluate a pupil's knowledge and skills relative to a specific set of academic standards, and produces results that can be aggregated by course, grade level, school, or local educational agency in order to inform teachers and administrators at the pupil, classroom, school, and local educational agency levels.

(o) "Local educational agency" means a county office of education, school district, state special school, or direct-funded charter school as described in Section 47651.

(p) "Matrix sampling" means administering different portions of a single assessment to different groups of pupils for the purpose of sampling a broader representation of content and reducing testing time.

(q) "Measurement of Academic Performance and Progress (MAPP)" means the comprehensive assessment system, inclusive of consortium-developed assessments, that has the primary purpose of modeling and promoting high-quality teaching and instruction using a variety of assessment approaches and item types.

(r) "Performance standards" are standards that define various levels of competence at each grade level in each of the curriculum areas for which content standards are established. Performance standards gauge the degree to which a pupil has met the content standards and the degree to which a school or school district has met the content standards.

* * *

(s) "Performance tasks" are a collection of questions or activities that relate to a single scenario that include pupil interaction with stimulus. Performance tasks are a means to assess more complex skills such as writing, research, and analysis.

(t) "Personally identifiable information" includes a pupil's name and other direct personal identifiers, such as the pupil's identification number. Personally identifiable information also includes indirect identifiers, such as the pupil's address and personal characteristics, or other information that would make the pupil's identity easily traceable through the use of a single or multiple data sources, including publicly available information.

(u) "Population sampling" means administering assessments to a representative sample of pupils instead of the entire pupil population. The sample of pupils shall be representative in terms of various pupil subgroups, including, but not necessarily limited to, English learners and pupils with disabilities.

(v) "Recently arrived English learner" means a pupil designated as an English learner who is in his or her first 12 months of attending a school in the United States.

(w) "State-determined assessment calendar" means the scheduling of assessments, exclusive of those subject area assessments listed in subdivision (b) of Section 60640, over several years on a predetermined schedule. Content areas and grades shall only be assessed after being publicly announced at least two school years in advance of the assessment.

(x) "Summative assessment" means an assessment designed to be given near the end of the school year to evaluate a pupil's knowledge and skills relative to a specific set of academic standards.

SEC. 6. Section 60604 of the Education Code is amended to read:

<< CA EDUC § 60604 >>

60604. (a) The Superintendent shall design and implement, consistent with the timetable and plan required pursuant to subdivision (b), a statewide pupil assessment **system** consistent with the testing requirements of this article in accordance with the objectives set forth in Section **60602.5**. That **system** shall include all of the following:

(1) **Exclusive of the consortium assessments, a** plan for producing ~~* * *~~ **or adopting valid, fair, and reliable achievement tests as recommended by the Superintendent and adopted** by the state board ~~* * *~~ pursuant to the ~~* * *~~ **Measurement of Academic Performance and Progress (MAPP)** established by Article 4 (commencing with Section 60640).

~~* * *~~

(2) A plan for administering the consortium summative assessment as outlined by the joint agreement of the consortium.

(3) Statewide academically rigorous content and performance standards that reflect the knowledge and **complex** skills that pupils will need in order to succeed in the information-based, global economy of the 21st century. These skills shall not include personal behavioral standards or skills, including, but not limited to, honesty, sociability, ethics, or self-esteem.

(4) A statewide system that provides the results of testing in a manner that reflects the degree to which pupils are achieving the academically rigorous content and performance standards adopted by the state board.

(5) The alignment of assessment with the statewide academically rigorous content and performance standards adopted by the state

board.

(6) The active, ongoing involvement of parents, classroom teachers, administrators, other educators, governing board members of school districts, **business community members, institutions of higher education,** and the public in all phases of the design and implementation of the statewide pupil assessment **system**.

(7) A plan for ensuring the security and integrity of the MAPP assessments.

(8) The development of a contract or contracts with a * * * **contractor** for the development * * * **or administration of achievement tests and performance tasks aligned to state-adopted content standards, including summative assessments or assessments that employ matrix sampling or population sampling methods**.

(b) The Superintendent shall develop and annually update for the Legislature a five-year cost projection, implementation plan **for the MAPP**, and **a** timetable for implementing the **system** described in * * * **Section 60640**. The annual update shall be submitted on or before March 1 of each year to the * * * **Department of Finance, the state board, and the respective chairpersons of the appropriate fiscal subcommittees** considering budget * * * **appropriations and the appropriate policy committees** in each house. The update shall explain any significant variations from the five-year cost projection for the current year budget and the proposed budget.

(c) The Superintendent shall * * * **make resources available** that are designed to assist * * * **with the interpretation and use of the MAPP results to promote the use of the results for purposes of** improving pupil learning **and educational programs across the full curriculum. The Superintendent shall consider information already provided by assessment consortia to which California belongs or assessment contractors when fulfilling this requirement**.

(d) The Superintendent shall make information and resources available to parents, teachers, pupils, administrators, school board members, and the public regarding the MAPP, including, but not necessarily limited to, system goals, purposes, scoring systems, results, valid uses of assessments, and information on the relationship between performance on the previous state assessments and the MAPP.

(e) The Superintendent and the state board shall consider comments and recommendations from * * * **teachers, administrators, pupil representatives, institutions of higher education,** and the public in the development, adoption, and approval of assessment instruments.

(f) The results of the achievement * * * **tests, exclusive of the consortium summative assessments,** administered pursuant to Article 4 (commencing with Section 60640)**,** shall be returned to the * * * **local educational agencies** within the period of time specified by the state board.

<< Repealed: CA EDUC § 60605.5 >>

SEC. 7. Section 60605.5 of the Education Code is repealed.

<< Repealed: CA EDUC § 60606 >>

SEC. 8. Section 60606 of the Education Code is repealed.

SEC. 9. Section 60607 of the Education Code is amended to read:

<< CA EDUC § 60607 >>

60607. (a) Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the * * * **Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments,** established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take.

(b) It is the intent of the Legislature that * * * **local educational agencies** and schools use the results of the academic achievement tests administered annually as part of the * * * **MAPP** to provide support to pupils and parents or guardians in order to assist pupils in strengthening their development as learners, and thereby to improve their academic achievement and performance in subsequent assessments.

(c)(1) * * * **Except for research provided for in Section 49079.6, a pupil's** results or a record of accomplishment shall be private, and may not be released to any person, other than the pupil's parent or guardian and a teacher, counselor, or administrator directly involved with the pupil, without the express written consent of either the parent or guardian of the pupil if the pupil is a minor, or the pupil if the pupil has reached the age of majority or is emancipated.

(2)(A) Notwithstanding paragraph (1), a pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the **purpose** of credit, placement, or admission.

(B) Notwithstanding paragraph (1), the results of an individual pupil on the * * * **MAPP** may be released to a postsecondary educational institution for the **purpose** of credit, placement, or admission.

SEC. 10. Section 60610 of the Education Code is amended to

read:

<< CA EDUC § 60610 >>

60610. At the request of the **s**tate **b**oard~~***~~ , and in accordance with rules and regulations that the **state** board may adopt, each county superintendent of schools shall cooperate with and assist school districts ~~***~~ **and charter schools** under his or her jurisdiction in carrying out the testing programs of those **school** districts and **charter schools and** other duties imposed on school districts by this chapter.

SEC. 11. Section 60611 of the Education Code is amended to read:

<< CA EDUC § 60611 >>

60611. ~~***~~ **A local educational agency**, district superintendent of schools, or principal or teacher of any elementary or secondary school, including a charter school, shall not carry on any program ~~***~~ **for the sole purpose of test** preparation of pupils for the statewide pupil assessment **system** or a particular test used ~~***~~ **in the statewide pupil assessment system. Nothing in this section prohibits the use of materials to familiarize pupils with item types or the computer-based testing environment used in the Measurement of Academic Performance and Progress**.

~~***~~

SEC. 12. Section 60612 of the Education Code is amended to read:

<< CA EDUC § 60612 >>

60612. Upon adoption or approval of assessments pursuant to this chapter, the Superintendent ~~***~~ shall prepare**,** and make available to parents, teachers, pupils, administrators, school board members, and the public**,** easily understood materials**, in accordance with subdivisions (c) and (d) of Section 60604,** describing the nature and purposes of the assessments, the systems of scoring, and the **valid** uses to which the assessments will be put. **The Superintendent shall produce the materials for parents in languages other than English in accordance with Section 48985. It is the intent of the Legislature that the department utilize the clearinghouse for multilingual documents to meet this requirement. The Superintendent shall consider information already provided by assessment consortia of which California is a member or assessment contractors when fulfilling this requirement.**

SEC. 13. Section 60630 of the Education Code is amended to read:

<< CA EDUC § 60630 >>

60630. (a) The Superintendent shall prepare and submit**, and subsequently post on the Internet Web site of the department,** an annual report to the * * * state board containing an analysis of the results and test scores of the * * * **summative assessments administered pursuant to Section 60640. The Superintendent shall notify the state board and the appropriate policy and fiscal committees of the Legislature that the annual report is available on the Internet Web site of the department.**

* * *

(b) The Superintendent shall post a periodic update on the implementation of the Measurement of Academic Performance and Progress on the Internet Web site of the department, and notify the state board and the appropriate policy and fiscal committees of the Legislature that the update is available on the Internet Web site of the department.

SEC. 14. The heading of Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 of Division 4 of Title 2 of the Education Code is amended to read:

t. 2 d. 4 pt. 33 ch. 5 art. 4 pr. § 60640

Article 4. * * * **Measurement of Academic Performance and Progress**

SEC. 15. Section 60640 of the Education Code is amended to read:

<< CA EDUC § 60640 >>

60640. (a) There is hereby established the * * * **Measurement of Academic Performance and Progress**, to be known as the * * * **MAPP**.

* * *

(b) Commencing with the 2013–14 school year, the MAPP shall be composed of all of the following:

(1)(A) A consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11 that measures content standards adopted by the state board.

(B) In the 2013–14 school year, the consortium summative assessment in English language arts and mathematics shall be a field test only, to enable the consortium to gauge the validity and reliability of these assessments and to conduct all necessary psychometric procedures and studies, including, but not necessarily limited to, achievement standard setting, and to allow the department to conduct studies regarding full implementation of the assessment

system. These field tests and results shall not be used for any other purpose, including the calculation of any accountability measure.

(2)(A) Science grade level assessments in grades 5, 8, and 10 that measure content standards pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B).

(B) For science assessments, the Superintendent shall make a recommendation to the state board as soon as is feasible after the adoption of science content standards pursuant to Section 60605.85 regarding the assessment of the newly adopted standards. Before making recommendations, the Superintendent shall consult with stakeholders, including, but not necessarily limited to, California science teachers, individuals with expertise in assessing English learners and pupils with disabilities, parents, and measurement experts, regarding the grade level and type of assessment. The recommendations shall include cost estimates and a plan for implementation of at least one assessment in each of the following grade spans:

(i) Grades 3 to 5, inclusive.

(ii) Grades 6 to 9, inclusive.

(iii) Grades 10 to 12, inclusive.

(3) The California Alternate Performance Assessment in grades 2 to 11, inclusive, in English language arts and mathematics and science in grades 5, 8, and 10, which measures content standards adopted pursuant to Section 60605 until a successor assessment is implemented. The successor assessment shall be limited to the grades and subject areas assessed pursuant to paragraph (1) and subparagraph (B) of paragraph (2).

(4) The Early Assessment Program established by Chapter 6 (commencing with Section 99300) of Part 65 of Division 14 of Title 3.

(5)(A) The department shall make available to local educational agencies a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605, as it read on January 1, 2013, for assessing pupils who are enrolled in a dual language immersion program that includes the primary language of the assessment and who are either nonlimited English proficient or redesignated fluent English proficient. The cost for the assessment shall be the same for all local educational agencies, and shall not exceed the marginal cost of the assessment, including any cost the department incurs to implement this section.

(B) A local educational agency may administer a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605, as it read on January 1, 2013, at its own expense, and shall enter into an agreement for that purpose with the testing contractor. If the local educational agency chooses to administer a primary language assessment pursuant to this paragraph, the department shall reimburse the local educational agency for its costs, including a per pupil apportionment to administer the assessment pursuant to subdivision (l). The department shall determine the procedures for reimbursement.

(C) The Superintendent shall consult with stakeholders, including assessment and English learner experts, to determine the content and purpose of a stand-alone language arts summative assessment in primary languages other than English that aligns with the English-language arts content standards. The Superintendent shall consider the appropriate purpose for this assessment, including, but not necessarily limited to, support for the State Seal of Biliteracy and accountability. It is the intent of the Legislature that an assessment developed pursuant to this section be included in the state accountability system.

(D) The Superintendent shall report and make recommendations to the state board at a regularly scheduled public meeting no sooner than one year after the first full administration of the consortium computer-adaptive assessments in English language arts and mathematics summative assessments in grades 3 to 8, inclusive, and grade 11, regarding an implementation timeline and estimated costs of a stand-alone language arts summative assessment in primary languages other than English.

(E) The Superintendent shall develop, and the state board shall adopt, a primary language assessment. The Superintendent shall administer this assessment no later than the 2016–17 school year.

(F) This paragraph shall be operative only to the extent that funding is provided in the annual Budget Act or another statute for the purpose of this section.

(c) No later than March 1, 2016, the Superintendent shall submit to the state board recommendations on expanding the MAPP to include additional assessments, for consideration at a regularly scheduled public meeting. The Superintendent shall also submit these recommendations to the appropriate policy and fiscal committees of the Legislature and to the Director of Finance in accordance with all of the following:

(1) In consultation with stakeholders, including, but not necessarily limited to, California teachers, individuals with expertise in assessing English learners and pupils with disabilities, parents, and measurement experts, the Superintendent shall make recommendations regarding assessments including the grade level, content, and type of assessment. These recommendations shall take into consideration the assessments already administered or planned pursuant to subdivision (b). The Superintendent shall consider the use of consortium-developed assessments, various item types, computer-based testing, and a timeline for implementation.

(2) The recommendations shall consider assessments in subjects, including, but not necessarily limited to, history-social science, technology, visual and performing arts, and other subjects as appropriate, as well as English language arts, mathematics, and science assessments to augment the assessments required under subdivision (b), and the use of various assessment options, including, but not necessarily limited to, computer-based tests, locally scored performance tasks, and portfolios.

(3) The recommendations shall include the use of an assessment calendar that would schedule the assessments identified pursuant to paragraph (2) over several years, the use of matrix sampling, if appropriate, and the use of population sampling.

(4) The recommendations shall include a timeline for test development, and shall include cost estimates for subject areas, as appropriate.

(5) Upon approval by the state board and the appropriation of funding for this purpose, the Superintendent shall develop and administer approved assessments. The state board shall approve test blueprints, achievement level descriptors, testing periods, performance standards, and a reporting plan for each approved assessment.

(d) For the 2013–14 and 2014–15 school years, the department shall make available to local educational agencies Standardized Testing and Reporting Program test forms no longer required by the MAPP. The cost of implementing this subdivision, including, but not necessarily limited to, shipping, printing, scoring, and reporting per pupil shall be the same for all local educational agencies, and shall not exceed the marginal cost of the assessment, including any cost the department incurs to implement this section. A local educational agency that chooses to administer an assessment pursuant to this section shall do so at its own expense, and shall enter into an agreement for that purpose with a contractor, subject to the approval of the department.

(e) The Superintendent shall make available a paper and pencil version of any computer-based MAPP assessment for use by pupils who are unable to access the computer-based version of the assessment for a maximum of three years after a new operational test is first administered.

(f)(1) From the funds available for that purpose, each local educational agency shall administer assessments to each of its pupils pursuant to subdivision (b). As allowable by federal statute, recently arrived English learner pupils are exempted from taking the assessment in English language arts. The state board shall establish a testing period to provide that all schools administer these tests to pupils at approximately the same time during the instructional year. The testing period established by the state board shall take into consideration the need of local educational agencies to provide makeup days for pupils who were absent during testing, as well as the need to schedule testing on electronic computing devices.

(2) For the 2013–14 school year, each local educational agency shall administer the field tests in a manner described by the department in consultation with the president or executive director of the state board. Additional participants in the field test beyond the representative sample may be approved by the department, and the department shall use existing contract savings to fund district participation in one or more tests per participant. Funds for this purpose shall be utilized to allow for maximum participation in the field test across the state. To the extent savings in the current contract are not available to fully fund this participation, the department shall prorate available funds by test. Local educational agencies shall bear any additional costs to administer these assessments that are in excess of the contracted amount. With approval of the state board and the Director of Finance, the department shall amend the existing assessment contract to accommodate field testing beyond the representative sample, and to allow for special studies using information collected from the field tests.

(g) From the funds available for that purpose, each local educational agency shall administer assessments as determined by the state board pursuant to paragraph (5) of subdivision (c).

(h) As feasible, the MAPP field tests shall be conducted in a manner that will minimize the testing burden on individual schools. The MAPP field tests shall not produce individual pupil scores unless it is determined that these scores are valid and reliable.

(i) The governing board of a school district may administer achievement tests in grades other than those required by

this section as it deems appropriate.

~~* * *~~ **(j) The governing board of a school district may administer a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605 to a** pupil identified as limited English proficient ~~* * *~~ enrolled in any of grades 2 to 11, inclusive, ~~* * *~~ who either receives instruction in his or her primary language or has been enrolled in a school in the United States for less than 12 months ~~* * *~~ **until a subsequent** primary language ~~* * *~~ **assessment aligned to the common core standards in English language arts adopted pursuant to Section 60605.8 is developed pursuant to paragraph (5) of subdivision (b). If the governing board of a school district chooses to administer this assessment, it shall notify the department in a manner determined by the department**.

(k) Pursuant to Section 1412(a)(16) of Title 20 of the United States Code, individuals with exceptional needs, as defined in Section 56026, shall be included in the testing requirement of subdivision (b) with appropriate accommodations in administration, where necessary, and those individuals with exceptional needs who are unable to participate in the testing, even with accommodations, shall be given an alternate assessment.

(l)(1) The Superintendent shall apportion funds ~~* * *~~ **appropriated for these purposes to local educational agencies to enable them** to meet the requirements of subdivisions (b) ~~* * *~~ and **(c)**.

(A) For the MAPP field tests administered in the 2013–14 school year or later school years, the Superintendent shall apportion funds to local educational agencies if funds are specifically provided for this purpose in the annual Budget Act.

(B) The Superintendent shall apportion funds to local educational agencies to enable them to administer assessments used to satisfy the voluntary Early Assessment Program in the 2013–14 school year pursuant to paragraph (4) of subdivision (b).

(2) The state board annually shall establish the amount of funding to be apportioned to ~~* * *~~ **local educational agencies** for each test administered and annually shall establish the amount that each **contractor** shall be paid for each test administered under the **contracts** required pursuant to Section 60643. The amounts to be paid to the **contractors** shall be determined by considering the cost estimates submitted by each **contractor** each September and the amount included in the annual Budget Act, and by making allowance for the estimated costs to school districts for compliance with the requirements of subdivisions (b) ~~* * *~~ **and (c). The state board shall take into account changes to**

local educational agency test administration activities under the MAPP, including, but not limited to, the number, type of tests administered, and changes in computerized test registration and administration procedures, when establishing the amount of funding to be apportioned to local educational agencies for each test administered.

(3) An adjustment to the amount of funding to be apportioned per test shall not be valid without the approval of the Director of Finance. A request for approval of an adjustment to the amount of funding to be apportioned per test shall be submitted in writing to the Director of Finance and the chairpersons of the fiscal committees of both houses of the Legislature with accompanying material justifying the proposed adjustment. The Director of Finance is authorized to approve only those adjustments related to activities required by statute. The Director of Finance shall approve or disapprove the amount within 30 days of receipt of the request and shall notify the chairpersons of the fiscal committees of both houses of the Legislature of the decision.

(m) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation for the apportionments made pursuant to paragraph (1) of subdivision **(l)**, and the payments made to the **contractors** under the contracts required pursuant to Section 60643 or subparagraph (C) of paragraph (1) of subdivision (a) of Section 60605 between the department and the contractor, are "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the applicable fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for that fiscal year.

(n) As a condition to receiving an apportionment pursuant to subdivision * * * **(l), a local educational agency** shall report to the Superintendent all of the following:

(1) The * * * pupils enrolled in the * * * **local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c)**.

(2) The * * * pupils to whom an achievement test was administered * * * **pursuant to subdivisions (b) and (c) in the local educational agency**.

(3) The * * * pupils in paragraph (1) who were exempted from the test * * * **pursuant to this section**.

(o) The Superintendent and the state board are authorized and encouraged to assist postsecondary educational institutions to use the assessment results of the * * * **MAPP**, including, but not **necessarily** limited to, the * * * **grade 11 consortium summative assessments in English language arts and mathematics**, for academic credit, placement, or admissions

processes.

* * * **(p) Subject to the availability of funds in the annual Budget Act for this purpose, and exclusive of the consortium assessments, t**he Superintendent, with the approval of the state board, annually shall release to the public test items from the achievement tests pursuant to Section 60642.5 administered in previous years. **Where feasible and practicable, t**he minimum number of test items released per year shall be equal to 25 percent of the total number of test items on the test administered in the previous year.

(q) On or before July 1, 2014, Sections 850 to 868, inclusive, of Title 5 of the California Code of Regulations shall be revised by the state board to conform to the changes made to this section in the first year of the 2013–14 Regular Session. The state board shall adopt initial regulations as emergency regulations to immediately implement the MAPP assessments, including, but not necessarily limited to, the administration, scoring, and reporting of the tests, as the adoption of emergency regulations is necessary for the immediate preservation of the public peace, health, safety, or general welfare within the meaning of Section 11346.1 of the Government Code. The emergency regulations shall be followed by the adoption of permanent regulations, in accordance with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

SEC. 16. Section 60641 of the Education Code is amended to read:

<< CA EDUC § 60641 >>

60641. (a) The department shall ensure that * * * **local educational agencies** comply with each of the following requirements:

(1) The * * * achievement **tests** provided for in Section * * * **60640 are** scheduled to be administered to all pupils**, inclusive of pupils enrolled in charter schools and exclusive of pupils exempted pursuant to Section 60640,** during the period prescribed in subdivision (b) of Section 60640.

(2) **For assessments that produce valid individual pupil results, t**he individual results of each pupil * * * **tested** pursuant to Section 60640 shall be reported, in writing, to the parent or guardian of the pupil. The * * * report shall include a clear explanation of the purpose of the test, the score of the pupil, and the intended use by the * * * **local educational agency** of the test score. This subdivision does not require teachers or other * * * **local educational agency** personnel to prepare individualized explanations of the test score of each pupil. **It is the intent of the Legislature that nothing in this section**

shall preclude a school or school district from meeting the reporting requirement by the use of electronic media formats that secure the confidentiality of the pupil and the pupil's results. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the Measurement of Academic Performance and Progress (MAPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards.

(3)(A) **For assessments that produce valid individual pupil results, t**he individual results of each pupil * * * **tested** pursuant to Section 60640 also shall be reported to the school and teachers of a pupil. The * * * **local educational agency** shall include the test results of a pupil in his or her pupil records. However, except as provided in this section * * * **and Section 60607, personally identifiable** pupil test results only may be released with the permission of either the pupil's parent or guardian if the pupil is a minor, or the pupil if the pupil has reached the age of majority or is emancipated.

(B) Notwithstanding subparagraph (A) **and pursuant to subdivision (c) of Section 60607**, a pupil or his or her parent or guardian may authorize the release of individual pupil results to a postsecondary educational institution for the purpose of credit, placement, determination of readiness for college-level coursework, or admission.

(4) The districtwide, school-level, and grade-level results of the * * * **MAPP** in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting.

* * *

(b) The state board shall adopt regulations that outline a calendar for delivery and receipt of summative assessment results at the pupil, school, grade, district, county, and state levels. The calendar shall include delivery dates to the department and to local educational agencies. The calendar for delivery shall provide for the timely return of assessment results, and consider the amount of paper-and-pencil administered assessments and number of items requiring hand scoring. The calendar shall also ensure that individual assessment results are reported to local educational agencies within eight weeks of receipt by the contractor for scoring.

(c) Aggregated, disaggregated, or group scores or reports

that include the results of the MAPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results. Exclusive of the reports developed pursuant to Section 60630, in no case shall any group score or report be displayed that would deliberately or inadvertently make the score or performance of any individual pupil or teacher identifiable.

(d) For those entities described in clauses (i) and (iii) of subparagraph (B) of paragraph (3) of subdivision (c) of Section 49079.6, the MAPP scores and results shall be released pursuant to the process outlined in paragraph (3) of subdivision (c) of Section 49079.6.

(e) The department shall ensure that * * * **pupils in grade 11, or parents or legal guardians of those pupils, may request results from grade 11 assessments administered as part of the MAPP** for the purpose of determining credit, placement, or readiness for college-level coursework * * * be released to a postsecondary educational institution.

SEC. 17. Section 60642.6 is added to the Education Code, to read:

<< CA EDUC § 60642.6 >>

60642.6. The department shall acquire, and offer at no cost to local educational agencies, interim and formative assessment tools for kindergarten and grades 1 to 12, inclusive, as provided through the consortium membership pursuant to Section 60605.7.

SEC. 18. Section 60643 of the Education Code is amended to read:

<< CA EDUC § 60643 >>

60643. * * * **(a) Notwithstanding any other law, the contractor or contractors of the achievement tests provided for in Section 60640 shall comply with all of the conditions and requirements of the contract to the satisfaction of the Superintendent and the state board.**

(b)(1) The department shall develop, and the Superintendent and the state board shall approve, a contract or contracts to be entered into with a contractor in connection with the test provided for in Section 60640. The department may develop the contract through negotiations. In approving a contract amendment to the contract authorized pursuant to this section, the department, in consultation with the state board, may make material amendments to the contract that do not

increase the contract cost. Contract amendments that increase contract costs may only be made with the approval of the department, the state board, and the Department of Finance.

(2) For purposes of the contracts authorized pursuant to this subdivision, the department is exempt from the requirements of Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code and from the requirements of Article 6 (commencing with Section 999) of Chapter 6 of Division 4 of the Military and Veterans Code. **The department shall use a competitive and open process utilizing standardized scoring criteria through which to select a potential administration contractor or contractors for recommendation to the state board for consideration. The state board shall consider each of the following criteria:**

(A) The ability of the contractor to produce valid and reliable scores.

(B) The ability of the contractor to report accurate results in a timely fashion.

(C) Exclusive of the consortium assessments, the ability of the contractor to ensure technical adequacy of the tests, inclusive of the alignment between the Measurement of Academic Performance and Progress (MAPP) tests and the state-adopted content standards.

(D) The cost of the assessment system.

(E) The ability and proposed procedures to ensure the security and integrity of the assessment system.

(F) The experience of the contractor in successfully conducting statewide testing programs in other states.

(3) The contracts shall include provisions for progress payments to the **contractor** for work performed or costs incurred in the performance of the contract. Not less than 10 percent of the amount budgeted for each separate and distinct component task provided for in each contract shall be withheld pending final completion of all component tasks by that **contractor**. The total amount withheld pending final completion shall not exceed 10 percent of the total contract price **for that fiscal year**.

(4) The contracts shall require liquidated damages to be paid by the **contractor** in the amount of up to 10 percent of the total cost of the contract for any component task that the **contractor** through its own fault or that of its subcontractors fails to substantially perform by the date specified in the agreement.

(5) The contracts shall establish the process and criteria by which the successful completion of each component task shall be recommended by the department and approved by the state board.

(6) The **contractors** shall submit, as part of the contract negotiation process, a proposed budget and invoice schedule, that includes a detailed listing of the costs for each component task and the expected date of the invoice for each completed component task.

(7) The **contract or** contracts **subject to approval by the Superintendent and the state board under paragraph (1) and exempt under paragraph (2)** shall specify the following component tasks, as applicable, that are separate and distinct:

(A) Development of new tests or test items~~* * *~~ .

(B) Test materials production or publication.

(C) Delivery **or electronic distribution** of test materials to ~~* * *~~ **local educational agencies**.

(D) Test processing, scoring, and analyses.

(E) Reporting of test results to the ~~* * *~~ **local educational agencies**, including, but not **necessarily** limited to, all reports specified in this section.

(F) Reporting of **valid and reliable** test results to the department, including, but not **necessarily** limited to, the **following** electronic files~~* * *~~ **:**

(i) Scores aggregated statewide, and by county, school district, school, and grade.

(ii) Disaggregated scores based on English proficiency status, gender, ethnicity, socioeconomic disadvantage, foster care status, and special education designation.

(G) All other analyses or reports required by the Superintendent to meet the requirements of state and federal law and set forth in the agreement.

~~* * *~~

(H) Technology services to support the activities listed in subparagraphs (A) to (G), inclusive.

(I) Perform regular performance checks and load simulations to ensure the integrity and robustness of the technology system used to support the activities listed in subparagraphs (A) to (G), inclusive.

<< Repealed: CA EDUC § 60643.1 >>

SEC. 19. Section 60643.1 of the Education Code is repealed.

<< Repealed: CA EDUC § 60643.5 >>

SEC. 20. Section 60643.5 of the Education Code is repealed.

SEC. 21. Section 60643.6 is added to the Education Code, to

read:

<< CA EDUC § 60643.6 >>

60643.6. A local educational agency shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the Measurement of Academic Performance and Progress.

<< Repealed: CA EDUC § 60645 >>

SEC. 22. Section 60645 of the Education Code is repealed.

SEC. 23. Section 60648 of the Education Code is amended to read:

<< CA EDUC § 60648 >>

60648. **Exclusive of consortium summative assessments, t**he Superintendent * * * shall recommend, and the **s**tate **b**oard * * * shall adopt, * * * **performance standards on the Measurement of Academic Performance and Progress summative** tests administered pursuant to this article * * * . The performance levels shall identify and establish the * * * **minimum** performance * * * required for * * * **meeting a particular achievement level expectation. Once adopted, these standards shall be reviewed by the state board every five years to determine whether adjustments are necessary**.

SEC. 24. Section 60648.5 is added to the Education Code, to read:

<< CA EDUC § 60648.5 >>

60648.5. (a) The first full administration of assessments aligned to the common core standards in English language arts and mathematics shall occur in the 2014–15 school year unless the state board determines that the assessments cannot be fully implemented.

(b) The department shall determine how school districts are progressing toward implementation of a technology-enabled assessment system, and the extent to which the assessments aligned to the common core standards in English language arts and mathematics can be fully implemented. The department shall provide a report and recommendations to the state board, the Department of Finance, and the appropriate fiscal and policy committees of the Legislature on or before October 1, 2014.

(c) Based on the information in the report required under this section, the state board shall determine whether the state shall fully implement the operational consortium computer-adaptive summative assessments in English language arts and mathematics in grades 3 to 8, inclusive, and grade 11 for the

2014–15 school year.

<< Repealed: CA EDUC § 60649 >>

SEC. 25. Section 60649 of the Education Code is repealed.

SEC. 26. Section 60649 is added to the Education Code, to read:

<< CA EDUC § 60649 >>

60649. (a) The department shall develop a three-year plan of activities, with the approval of the state board, supporting the continuous improvement of the assessments developed and administered pursuant to Section 60640. The plan shall include a process for obtaining independent, objective technical advice and consultation on activities to be undertaken. Activities may include, but not necessarily be limited to, a variety of internal and external studies such as validity studies, alignment studies, and studies evaluating test fairness, testing accommodations, testing policies, and reporting procedures, and consequential validity studies specific to pupil populations such as English learners and pupils with disabilities.

(b) Beginning in the school year in which the first full administration of the consortium computer-adaptive assessments in English language arts and mathematics in grades 3 to 8, inclusive, and grade 11 occurs, and every three years thereafter, the department shall contract for a three-year independent evaluation of the assessments. Independent evaluation reports shall include interim annual reports as well as a final report on the activities and analysis of the three-year evaluation including, but not necessarily limited to, recommendations to ensure the quality, fairness, validity, and reliability of the assessments. These validity studies shall take into consideration the purposes of the assessment system and its results, and the timeline for implementation of the assessments, the adoption of new curriculum resources, and the development and delivery of professional development. The department shall not contract for studies that duplicate studies conducted as part of a federal peer review process or studies conducted by any assessment contractor.

(c) The independent evaluation reports and interim annual reports shall be submitted to the Governor, the Superintendent, the state board, and the chairs of the education policy committees in both houses of the Legislature by October 31 each year.

(d) Notwithstanding Section 60601, this section shall become inoperative on July 1, 2021, and, as of January 1, 2022, is repealed, unless a later enacted statute, that becomes operative on or before January 1, 2022, deletes or extends the dates on which it becomes inoperative and is repealed.

SEC. 27. Section 99300 of the Education Code is amended to read:

<< CA EDUC § 99300 >>

99300. **(a)(1) Commencing with the 2014–15 school year and for purposes of the Early Assessment Program established by this chapter, the California Standards Test and the augmented California Standards Tests in English language arts and mathematics may be replaced with the grade 11 consortium computer-adaptive assessments in English language arts and mathematics.**

(2) The Legislature finds and declares that in 2004, the California State University (CSU) established the Early Assessment Program (EAP), a collaborative effort among the State Board of Education, the State Department of Education, and CSU, to enable pupils to learn about their readiness for college-level English and mathematics before their senior year of high school. It is the intent of the Legislature that the office of the Chancellor of the California Community Colleges, the office of the Chancellor of the California State University, the State Board of Education, and the State Department of Education work together to modify the existing EAP to expand it to include the California Community Colleges (CCC) so that, beginning in the 2009–10 school year, high school juniors who are considering attending either system can take the EAP and receive information in the summer before their senior year concerning their preparation for college-level work at both CSU and CCC.

(b) It is also the intent of the Legislature that the existing EAP student notification system, as currently operated by agreement between CSU and the State Department of Education, be modified to do both of the following:

(1) Reassure pupils that they are eligible to attend a community college and that taking the EAP test has no bearing on their eligibility to attend a community college.

(2) Inform pupils of their readiness for college-level coursework in English or mathematics, or both, and recommend the next appropriate steps as they pertain to achieving success at a community college, similar to how CSU communicates with pupils who take the EAP test and are prospective CSU students.

(c) It is also the intent of the Legislature that the EAP be modified to include all of the following requirements:

(1) That the participating community college districts utilize the existing EAP secure data repository and clearinghouse for test score distribution of the ~~* * *~~ **assessment**, as referenced in Section 60641.

(2) That the modified EAP not affect the statutory reporting requirements ~~* * *~~ **provided in Section 60641**, or increase the costs of either the ~~* * *~~ **assessment program referenced in Section 60640** or the State Department of Education.

(3) That the modified EAP be titled the "Early Assessment Program."

SEC. 28. Section 99301 of the Education Code is amended to read:

<< CA EDUC § 99301 >>

99301. (a) Notwithstanding subdivision (a) of Section 78213, the individual * * * **grade 11 assessment results**, as referenced in Section 60641, in addition to any other purposes**,** may be used by community college districts to provide diagnostic advice to, or for the placement of, prospective community college students participating in the EAP.

(b)(1) As authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, the individual * * * **assessment results**, as referenced in Section 60641, shall be provided to the office of the Chancellor of the California Community Colleges.

(2) The office of the Chancellor of the California Community Colleges shall coordinate with community college districts that choose to voluntarily participate in the EAP as follows, and, to the extent possible, shall accomplish all of the following activities using existing resources:

(A) Encourage community college districts to choose to voluntarily participate in the EAP and notify them of the requirements of subdivision (c), including the requirements that the standards utilized by CSU to assess readiness for college-level English and mathematics courses, as expressed in the * * * **assessment referenced in Section 60641**, shall also be used for the purposes of the EAP.

(B) Coordinate the progress of the program, provide technical assistance to participating community college districts pursuant to subdivision (c) as needed, identify additional reporting and program criteria as needed, and provide a report to the Legislature and Governor on or before February 15, 2015, on the implementation and results of the EAP for community college students.

(C) Provide access to the individual * * * **assessment results**, as referenced in Section 60641, to participating community college districts.

(c) For those community college districts that choose to work directly with high school pupils within their respective district boundaries who took the * * * **assessment**, as referenced in Section 60641, and choose to offer assistance to these pupils in strengthening their college readiness skills, all of the following provisions apply:

(1) The individual results of the * * * **assessment**, as referenced in Section 60641, shall be released by the office of the

Chancellor of the California Community Colleges, as authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, to participating community college districts upon their request for this information and may be used to provide diagnostic advice to prospective community college students participating in the EAP.

(2) Pursuant to subparagraph (A) of paragraph (2) of subdivision (b), the same standards utilized by CSU to assess readiness shall also be used for purposes of this section.

(3) The * * * **assessment**, as referenced in Section 60641, and currently utilized by CSU for purposes of early assessment, shall be used to assess the college readiness of pupils in the EAP.

(4) Participating community college districts are encouraged to consult with the Academic Senate for the California Community Colleges to work toward sequencing their precollegiate level courses and transfer-level courses in English and mathematics to the elementary and secondary education academic content standards adopted pursuant to Section 60605.

(5) Participating community college districts shall identify an EAP coordinator and shall coordinate with CSU campuses and schools offering instruction in kindergarten and any of grades 1 to 12, inclusive, in their respective district boundaries on EAP-related activities that assist pupils in making decisions that increase their college readiness skills and likelihood of pursuing a postsecondary education.

(6) In order to provide high school pupils with an indicator of their college readiness, a community college district participating in the EAP shall use individual **assessment** results provided to that college pursuant to paragraph (1) of, and subparagraph (C) of paragraph (2) of, subdivision (b) to provide diagnostic advice to prospective community college students participating in the EAP.

(7) The individual results of the * * * **assessment**, as referenced in Section 60641 for purposes of the EAP, shall not be used by a community college as a criterion for admission.

(8) Participating community college districts shall utilize the existing infrastructure of academic opportunities, as developed by CSU, to provide additional preparation in grade 12 for prospective community college students participating in the EAP.

(d) Both of the following provisions apply to CSU:

(1) The individual results of the * * * **assessment**, as referenced in Section 60641, as authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, shall be released to, and in addition to any other purposes, may be used by, CSU to provide diagnostic advice to, or for the placement of prospective CSU students participating in the EAP.

(2) The individual results of the * * * **assessment**, as referenced in Section 60641 for purposes of the EAP, shall not be used by CSU as a criterion for admission.

SEC. 28.5. Section 99301 of the Education Code is amended to read:

<< CA EDUC § 99301 >>

99301. (a) Notwithstanding subdivision (a) of Section 78213, the individual * * * **grade 11 assessment results**, as referenced in Section 60641, **or a standards-aligned successor assessment,** in addition to any other purposes**,** may be used by community college districts to provide diagnostic advice to, or for the placement of, prospective community college students participating in the EAP.

(b)(1) As authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, the individual * * * **assessment results**, as referenced in Section 60641, **or a standards-aligned successor assessment,** shall be provided to the office of the Chancellor of the California Community Colleges.

(2) The office of the Chancellor of the California Community Colleges shall coordinate with community college districts that choose to voluntarily participate in the EAP as follows, and, to the extent possible, shall accomplish all of the following activities using existing resources:

(A) Encourage community college districts to choose to voluntarily participate in the EAP and notify them of the requirements of subdivision (c), including the requirements that the standards utilized by CSU to assess readiness for college-level English and mathematics courses, as expressed in the * * * **assessment referenced in Section 60641, or a standards-aligned successor assessment**, shall also be used for the purposes of the EAP.

(B) Coordinate the progress of the program, provide technical assistance to participating community college districts pursuant to subdivision (c) as needed, identify additional reporting and program criteria as needed, and provide a report to the Legislature and Governor on or before February 15, 2015, on the implementation and results of the EAP for community college students.

(C) Provide access to the individual * * * **assessment results**, as referenced in Section 60641, **or a standards-aligned successor assessment**, to participating community college districts.

(c) For those community college districts that choose to work directly with high school pupils within their respective district boundaries who took the * * * **assessment**, as referenced in Section 60641, **or a standards-aligned successor**

assessment, and choose to offer assistance to these pupils in strengthening their college readiness skills, all of the following provisions apply:

(1) The individual results of the * * * **assessment**, as referenced in Section 60641, * * * **or a standards-aligned successor assessment**, shall be released by the office of the Chancellor of the California Community Colleges, as authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, to participating community college districts upon their request for this information and may be used to provide diagnostic advice to prospective community college students participating in the EAP.

(2) Pursuant to subparagraph (A) of paragraph (2) of subdivision (b), the same standards utilized by CSU to assess readiness shall also be used for purposes of this section.

(3) The * * * **assessment,** as referenced in Section 60641, and * * * utilized by CSU for purposes of early assessment, **or a standards-aligned successor assessment,** shall be used to assess the college readiness of pupils in the EAP.

(4) Participating community college districts are encouraged to consult with the Academic Senate for the California Community Colleges to work toward sequencing their precollegiate level courses and transfer-level courses in English and mathematics to the * * * **common core** academic content standards adopted pursuant to Section **60605.8**.

(5) Participating community college districts shall identify an EAP coordinator and shall coordinate with CSU campuses and schools offering instruction in kindergarten and any of grades 1 to 12, inclusive, in their respective district boundaries on EAP-related activities that assist pupils in making decisions that increase their college readiness skills and likelihood of pursuing a postsecondary education.

(6) In order to provide high school pupils with an indicator of their college readiness, a community college district participating in the EAP shall use individual **assessment** results provided to that college pursuant to paragraph (1) of, and subparagraph (C) of paragraph (2) of, subdivision (b) to provide diagnostic advice to prospective community college students participating in the EAP.

(7) The individual results of the * * * **assessment**, as referenced in Section 60641 for purposes of the EAP, **or a standards-aligned successor assessment,** shall not be used by a community college as a criterion for admission.

(8) Participating community college districts shall utilize the existing infrastructure of academic opportunities, as developed by CSU, to provide additional preparation in grade 12 for prospective community college students participating in the EAP.

(d) Both of the following provisions apply to CSU:

(1) The individual results of the * * * **assessment**, as referenced in Section 60641, **or a standards-aligned successor assessment,** as authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, shall be released to, and in addition to any other purposes**,** may be used by, CSU to provide diagnostic advice to, or for**,** the placement of prospective CSU students participating in the EAP.

(2) The individual results of the * * * **assessment**, as referenced in Section 60641 for purposes of the EAP, **or a standards-aligned successor assessment,** shall not be used by CSU as a criterion for admission.

SEC. 29. (a) Section 1.5 of this bill incorporates amendments to Section 52052 of the Education Code proposed by both this bill and Senate Bill 344. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2014, (2) each bill amends Section 52052 of the Education Code, and (3) this bill is enacted after Senate Bill 344, in which case Section 1 of this bill shall not become operative.

(b) Section 28.5 of this bill incorporates amendments to Section 99301 of the Education Code proposed by both this bill and Senate Bill 490. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2014, (2) each bill amends Section 99301 of the Education Code, and (3) this bill is enacted after Senate Bill 490, in which case Section 28 of this bill shall not become operative.

End of Document

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2014 Cal. Legis. Serv. Ch. 32 (S.B. 858) (WEST)

CALIFORNIA 2014 LEGISLATIVE SERVICE

2014 Portion of 2013-2014 Regular Session

Additions are indicated by **Text**; deletions by
~~* * *~~ .
Vetoes are indicated by ~~Text~~ ;
stricken material by ~~**Text**~~ .

CHAPTER 32
S.B. No. 858
EDUCATION—PRESCHOOL—CHILD CARE

AN ACT to amend Sections 8206.1, 8236, 8239, 8261, 8263.1, 8265, 8273.1, 8278.3, 8447, 8450, 8499.5, 14041.5, 14041.6, 17080, 24214, 41203.1, 41207.3, 42127, 44374.5, 47644, 48000, 49430.5, 51745.6, 51747, 51747.5, 52055.770, 56836.06, 56836.07, 56836.08, 56836.095, 56836.11, 56836.15, and 60640 of, to amend the heading of Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 of Division 4 of Title 2 of, to amend, repeal, and add Section 47612.1 of, to add Sections 8203.1, 44235.2, 51749.5, and 57149.6 to, to add Chapter 16 (commencing with Section 53010) to Part 28 of Division 4 of Title 2 of, to add and repeal Sections 8363.1, 42127.01, and 41841.9 of, to repeal Sections 14035 and 60640.2 of, and to repeal and add Section 8273.2 of, the Education Code, to amend Section 17581.6 of, and to add Section 17581.8 to, the Government Code, and to amend Item 6110-106-0001 of Section 2.00 of the Budget Act of 2013, relating to education finance, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Filed with Secretary of State June 20, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

SB 858, Committee on Budget and Fiscal Review. Education finance: education omnibus trailer bill.

(1) Existing law, the Child Care and Development Services Act, requires the State Department of Education to develop an expenditure plan, known as the Child Care and Development Fund (CCDF) Plan, that sets forth the final priorities for child care, as required by federal law. The act requires the department, before the May budget revision, to provide the revised CCDF Plan to the chairs of the committees of each house of the Legislature that consider appropriations, and to provide a report on the plan to the committees in each house of the Legislature that consider the

annual Budget Act appropriation.

The bill would instead require, by April 1 of the year that the CCDF Plan is due, the department to provide the revised plan and a description of any changes to the earlier draft to the Director of Finance and the chairs of the fiscal committees of the Legislature. The bill would require the department, after the CCDF Plan is federally approved, to provide a copy of the final plan to the Department of Finance and the fiscal committees of the Legislature and a description of any changes made since submission for review. The bill would also require the department, if the annual Budget Act requires changes to the approved CCDF Plan, to submit an amended plan to the United States Department of Education.

(2) The Child Care and Development Services Act requires the Superintendent of Public Instruction to develop standards for the implementation of quality programs and requires indicators of quality to include, among other things, a physical environment that is safe and appropriate to the ages of the children and that meets applicable licensing standards.

This bill would require the Superintendent to administer an early learning quality rating and improvement system (QRIS) block grant that would be allocated to local consortia, as defined, for support of local early learning quality rating and improvement systems that increase the number of low-income children in high-quality preschool programs that prepare those children for success in school and life. The bill would require the QRIS block grant to build on preexisting local consortia and other QRIS work. The bill would require local consortia to take certain actions in order to be eligible for a QRIS block grant, and would require the Superintendent, in consultation with the executive director of the State Board of Education, to allocate to local consortia who satisfy these eligibility requirements QRIS block grant funds based on the number of California state preschool program slots within the county or region. The bill would require local consortia receiving QRIS block grant funds to allocate those funds to contracting agencies of the California state preschool program, including certain family child care home education networks, as specified.

(3) Existing law, in the award of new funding for the expansion of the California state preschool program that is appropriated for that purpose in any fiscal year, requires an application for those expansion funds to include an estimate of the number of 4-year-old and 3-year-old children that the applicant plans to serve in the following fiscal year with those expansion funds. Existing law requires the Superintendent of Public Instruction, in awarding the contracts for expansion, to take into account certain criteria and to give priority to applicant agencies that, in expending the expansion funds, will be serving the highest percentage of 4-year-old children.

This bill, commencing June 15, 2015, would require the

Superintendent to consider different criteria and data in awarding expansion funds and would require the Superintendent to give priority to applicant agencies that would provide the greatest progress toward achieving access to full-day, full-year services for all income eligible four-year-olds. The bill would specify that a family child care home education network is eligible to apply for expansion funding.

(4) Existing law requires the Superintendent of Public Instruction to adopt rules and regulations pursuant to the Child Care and Development Services Act that include provisions that, among other things, set forth standards for State Department of Education site visits to contracting agencies, as specified.

This bill would require the Superintendent to adopt rules and regulations that authorize the department to develop a process that requires every contracting agency to recompete for continued funding no less frequently than every 5 years.

(5) Existing law provides for income eligibility standards for families to receive child care and development services. Existing law provides that "income eligible," for purposes of the Child Care and Development Services Act, means that a family's adjusted monthly income is at or below 70% of the state median income, adjusted for family size, and adjusted annually. Notwithstanding this provision, existing law sets the income eligibility limits for the 2013–14 fiscal year at 70% of the state median income that was in use for the 2007–08 fiscal year, adjusted for family size.

This bill would set the income eligibility limits for the 2014–15 fiscal year at 70% of the state median income that was in use for the 2007–08 fiscal year, adjusted for family size.

(6) Existing law requires the Superintendent of Public Instruction to implement a plan that establishes reasonable standards and assigned reimbursement rates, and requires the standard reimbursement rate to be $3,523 per unit of average daily enrollment for a 250–day year, increased by the cost-of-living adjustment granted by the Legislature beginning July 1, 1980. Existing law requires the Department of Finance and the Department of General Services to approve or disapprove annual state subsidized child care and development program contract funding terms and conditions, including both family fee schedules and regional market rate schedules that are required to be adhered to by contract. Existing law requires the State Department of Education to implement the regional market rate schedules based upon the county aggregates, as determined by the Regional Market survey conducted in 2005.

This bill would require the standard reimbursement rate to be $9,024.75 per unit of average daily enrollment for a 250–day year, and, commencing with the 2015–16 fiscal year, would require that rate to be increased by the cost-of-living adjustment granted by the Legislature annually. The bill, commencing January

1, 2015, would require the State Department of Education to implement the regional market rate schedule based upon the county aggregates, as determined by the Regional Market survey conducted in 2009 and would require the regional market rate schedule to be reduced by 13%, except as specified.

(7) Existing law requires the Superintendent of Public Instruction to establish a fee schedule for families using preschool and child care and development services, requires family fees to be assessed at initial enrollment and reassessed at update of certification or recertification, and authorizes certain families to be exempt from the family fees. Existing law requires the family fee schedule that was in effect in the 2012–13 fiscal year to remain in effect for the 2013–14 fiscal year until the first day of a month that is at least 60 days after the new family fee schedule has been approved by the Department of Finance and adopted.

This bill would prohibit fees from being assessed on income-eligible families for their children to attend a part-day California state preschool program. The bill, commencing with the 2014–15 fiscal year, would require the adopted family fee schedule that was in effect on July 1, 2014, to remain in effect.

(8) Existing law establishes the Child Care Facilities Revolving Fund to provide funding for the renovation, repair, or improvement of an existing building to make the building suitable for licensure for child care and development services, and for the purchase of new relocatable child care facilities for lease to school districts and contracting agencies that provide child care and development services, pursuant to the Child Care and Development Services Act.

This bill would make funding from the Child Care Facilities Revolving Fund available to local educational agencies and contracting agencies that provide child care and development services, pursuant to the Child Care and Development Services Act. The bill would require any augmentations to the Child Care Facilities Revolving Fund made by the Budget Act of 2014 to be used for renovation or repair of existing local educational agency facilities or new relocatable child care facilities for lease to local educational agencies that provide California state preschool program services, as specified.

(9) Existing law requires the Commission on Teacher Credentialing to establish the requirements for the issuance and renewal of permits authorizing (A) service in the care, development, and instruction of children in child care and development programs, and (B) supervision of a child care and development program.

This bill, on or before July 1, 2016, would require the Commission on Teacher Credentialing to review, and update if appropriate, the conditions for issuance or renewal of the permits described above.

(10) Existing law authorizes a child development contractor to

retain a reserve fund balance equal to 5% of the sum of the maximum reimbursable amount of all contracts to which the contractor is a party, or $2,000, whichever is greater.

This bill would authorize a California state preschool program contracting agency to retain in the reserve fund an additional 10% of the sum of the maximum reimbursable amount of all preschool contracts to which the contracting agency is a party for purposes of professional development for California state preschool program staff.

(11) Existing law establishes the county school service fund contingency account in the General Fund, which is credited with $100,000 each fiscal year to reimburse county superintendents of schools for certain expenses, as specified.

This bill would repeal that provision.

(12) Existing law establishes the public elementary and secondary schools and the system of public community colleges in this state, and provides for a system for their funding. Provisions of the California Constitution require that a minimum amount of aggregate funding, calculated as specified, be allocated to school districts and community college districts unless this requirement is suspended, as provided. Pursuant to existing statutes, school districts, community college districts, and other local educational agencies receive a portion of their funding through apportionments of state funds made in accordance with payment schedules. Existing law requires the Controller to draw warrants on the State Treasury in each month of each year in specified amounts for purposes of funding school districts, county superintendents of schools, and community college districts. Existing law defers the drawing of those warrants, as specified.

This bill would delete authorizations for deferrals for school districts and county offices of education beyond the 2014–15 fiscal year, and would, for purposes of calculations required by the California Constitution, provide that specified amounts of warrants drawn in July 2014 shall be included in the total allocations to school districts and community college districts for the 2012–13 and 2013–14 fiscal years, as specified. For the 2014–15 fiscal year, the bill would provide that warrants for the principal apportionments for the month of June in the amount $897,184,000 instead shall be drawn in July of the same calendar, but would authorize those deferrals, as well as specified deferrals for apportionments to the California Community Colleges, to not be made if the Director of Finance, on or before May 14, 2015, determines that the total allocations required by the California Constitution for the 2013–14 and 2014–15 fiscal years, as estimated by the Director of Finance on May 13, 2015, exceed the estimate of the required allocations, as determined at the time of, and as set forth in, the 2014 Budget Act.

(13) Existing law requires, whenever moneys transferred to the

General Fund each year from moneys deposited into the Public School Building Loan Fund and the State School Building Aid Fund exceed the amounts required to reimburse the General Fund on account of principal and interest due and payable for that fiscal year on all school building aid bonds outstanding against the state, an amount equal to such excess to be appropriated from the General Fund for purposes of the Leroy F. Greene State School Building Lease–Purchase Law of 1976. Existing law establishes the State School Deferred Maintenance Fund which is continuously appropriated for the purposes for which it is established.

This bill would instead require the excess amount to be appropriated from the General Fund for purposes of the School Facilities Emergency Repair Account. The bill would also eliminate the State School Deferred Maintenance Fund.

(14) Existing law, the Teachers' Retirement Law, establishes the Defined Benefit Program of the State Teachers' Retirement Plan, which provides a defined benefit to members of the program. Existing law limits the amount of postretirement compensation that may be earned in specific types of employment by a retired member of the Defined Benefit Program in any one school year without a reduction in retirement allowance. Existing law exempts from the limit compensation paid to a retired member who has returned to work after the date of retirement as an appointed trustee, fiscal advisor, fiscal expert, receiver, or special trustee, as specified. Existing law, as of July 1, 2014, revises these provisions by, among other things, deleting the exemption.

This bill would delay the revisions until July 1, 2017.

(15) Existing law requires, for the 1990–91 fiscal year and each fiscal year thereafter, that moneys to be applied by the state for the support of school districts, community college districts, and direct elementary and secondary level instructional services provided by the state be distributed in accordance with certain calculations governing the proration of those moneys among the 3 segments of public education. Existing law makes that provision inapplicable to the 1992–93 to 2013–14 fiscal years, inclusive.

This bill would also make that provision inapplicable to the 2014–15 fiscal year.

(16) Existing law declares that the minimum state educational funding obligation for school districts and community college districts for the 2006–07 fiscal year is $55,251,266,000, with an outstanding balance of $211,533,000. Existing law, commencing with the 2014–15 fiscal year, requires the Legislature to appropriate the outstanding balance, as specified.

This bill would delay that requirement until the 2015–16 fiscal year.

(17) Existing law authorizes a school district or county

superintendent of schools to claim average daily attendance for purposes of apportionments from the adult education fund for schools or classes maintained for adults in correctional facilities if those classes meet specified requirements.

This bill would, for the 2014–15 fiscal year only, apply these provisions to a charter school whose charter was granted by its chartering authority after July 1, 2014.

(18) Existing law authorizes a school district or charter school to maintain a transitional kindergarten program and defines transitional kindergarten as the first year of a 2-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.

This bill would state the intent of the Legislature that the transitional kindergarten curriculum be aligned to the California Preschool Learning Foundations developed by the State Department of Education. The bill, as a condition of receipt of apportionment for pupils in a transitional kindergarten program, would require a school district or charter school to ensure that teachers assigned to a transitional kindergarten class after July 1, 2015, be credentialed and, by August 1, 2020, have a minimum number of units in early childhood education or childhood development, comparable experience in a preschool setting, or a child development permit issued by the Commission on Teacher Credentialing.

(19) Existing law requires the Superintendent of Public Instruction, the Controller, and the Director of Finance to develop standards and criteria, including, among others, methods of projection of reserves and fund balance, to be reviewed and adopted by the State Board of Education, and to be used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. Existing law, on or before July 1 of each year, requires the governing board of each school district to hold a public hearing on, and to adopt, a budget for the subsequent fiscal year, and to file the adopted budget with the county superintendent of schools, as specified. Existing law requires the county superintendent of schools to examine the adopted budget, as specified, to make certain determinations related to the adopted budget, and to approve, conditionally approve, or disapprove the adopted budget for each school district. Existing law, on or before September 8, and after a public hearing regarding the proposed revisions to the budget, as specified, requires the governing board of the school district to revise the adopted budget to reflect certain fiscal changes, as provided, and to file the revised budget with the county superintendent of schools.

This bill would, commencing with budgets adopted by a school district for the 2015–16 fiscal year, require a school district that proposes to adopt or revise a budget that includes a combined assigned or unassigned ending fund balance that is in excess of

the minimum recommended reserve for economic uncertainties, as established by the state board, to provide at a public hearing, among other things, a statement of reasons that substantiates the need for the balance, and would require the county superintendent of schools, when making the required determinations, to also determine whether a school district's adopted or revised budget includes a such a balance. By imposing additional duties on local educational agencies, the bill would impose a state-mandated local program.

This bill would, in a fiscal year immediately after which a transfer is made into the Public School System Stabilization Account, which would be created by an Assembly Constitutional Amendment, prohibit a school district's adopted or revised budget from containing a combined assigned or unassigned ending fund balance that is in excess of either two or three times the minimum recommended reserve for economic uncertainties, as established by the state board, depending on the school district's units of average daily attendance. The bill would authorize the county superintendent of schools to waive the prohibition, pursuant to specified conditions, for up to two consecutive fiscal years within a three-year period if the school district provides documentation indicating that extraordinary fiscal circumstances substantiates the need for the balance. The bill would make operation of these provisions contingent on the voter approval of a specified Assembly Constitutional Amendment at the November 4, 2014, statewide general election.

(20) Existing law establishes the Teacher Credentials Fund, requires all fees levied and collected by the Commission on Teacher Credentialing to be deposited in the fund, and prohibits those moneys from being transferred to any other fund. Existing law also establishes the Test Development and Administration Account in the Teacher Credentials Fund, and requires all fees collected by the commission for tests, examinations, or assessments to be deposited in the account.

This bill would, if, in any month in which there are insufficient moneys in the Teacher Credentials Fund to satisfy monthly payroll obligations and scheduled claims and in which there are moneys in the Test Development and Administration Account not required to meet a demand that has accrued or may accrue against it, require the Controller to transfer moneys from the account to the fund to the extent necessary to meet the immediate obligations of the fund. The bill would provide for the repayment of the transfer, as specified.

(21) Existing law establishes the Commission on Teacher Credentialing for, among other purposes, the establishment of professional standards, assessments, and examinations for entry and advancement in the teaching profession. Existing law authorizes the commission to charge a fee to applicable local educational agencies and institutions of higher education to recover the standard costs of reviewing new educator preparation

programs and specified accreditation activities, as provided.

This bill would instead authorize the commission to charge fees to sponsors of educator preparation programs to cover the cost of reviewing new and existing educator preparation programs and specified accreditation activities, as provided.

(22) The Charter Schools Act of 1992 requires that a pupil over 19 years of age be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma in order to remain eligible for generating charter school apportionments. The act exempts charter school programs that provide instruction exclusively in partnership with any of several specified career preparation programs from those requirements.

This bill would, for the 2014–15 fiscal year, make that exemption applicable to a charter school whose charter was granted by its chartering authority before July 1, 2014, and that provides instruction exclusively in partnership with any of the specified career preparation programs.

(23) Existing law sets the reimbursement a school receives for free and reduced-price meals sold or served to pupils in elementary, middle, or high schools at $0.2229 per meal, and, for meals served in child care centers and homes, at $0.1660 per meal.

This bill would set the reimbursement amount for schools at $0.2248 per meal, and, for meals served in child care centers and homes, at $0.1674 per meal.

(24) Existing law authorizes the governing board of a school district or a county office of education to offer independent study to meet the educational needs of pupils in accordance with prescribed criteria. Existing law requires a written agreement for each independent study pupil, not to exceed one semester or ½ year for a school on a year-round calendar, and signed by prescribed individuals, and maintained on file.

This bill would instead require that the signed written agreement not exceed one school year, and would allow the signed written agreement to be maintained on file electronically. The bill would, notwithstanding any other law, and commencing with the 2015–16 school year, authorize a school district, county office of education, or charter school to offer independent study courses to pupils enrolled in kindergarten and grades 1 to 12, inclusive, in accordance with prescribed conditions, including, among others, that the courses be taught under the general supervision of certificated employees who hold the appropriate subject matter credential, that courses are annually certified, by school district, charter school, or county office of education governing board or body resolution, to be of the same rigor and educational quality as equivalent classroom-based courses, and that certificated employees and each pupil communicate in-person, by telephone, or by any other live visual or audio connection no less than twice

per calendar month to assess whether each pupil is making satisfactory educational progress. The bill would also require that a signed learning agreement, as specified, be completed and on file. The bill would prohibit pupils from being required to enroll in the independent study courses.

(25) Existing law requires the ratio of average daily attendance for independent study pupils 18 years of age or less to full-time equivalent certificated employees responsible for independent study to not exceed a specified ratio. Existing law authorizes school districts and county offices of education to claim apportionment credit for independent study only to the extent of the time value of pupil work product, as personally judged in each instance by a certificated teacher.

This bill would specify the computation of average daily attendance for the independent study courses described above. The bill would provide that school districts, charter schools, and county offices of education are not required to sign and date pupil work products when assessing their time value of pupil work products for apportionment purposes. The bill would also revise the pupil-to-teacher ratios by grade span, as specified.

(26) Existing law, the Quality Education Investment Act of 2006, among other things, effectuates the intent of the Legislature to implement the terms of the proposed settlement agreement of a specified legal action. The act appropriates specified funds for these purposes.

This bill would specify previously undetermined appropriations made pursuant to these provisions.

(27) Existing law provides for the allocation of funds appropriated by the Budget Act of 2013 for the establishment of the California Career Pathways Trust, and requires these funds to be apportioned to school districts, county superintendents of schools, charter schools, and community colleges for career pathways programs that accomplish specified objectives.

This bill would establish the California Career Pathways Trust, and would require the State Department of Education, contingent upon appropriation in the annual Budget Act, to administer the California Career Pathways Trust as a competitive grant program for kindergarten to grade 14, inclusive. The bill would require grant recipients to fulfill specified requirements and conditions, and would impose restrictions on the use of funds, including prohibiting the use of funds to supplant other funds from state, federal, or other sources, as specified. The bill would require the Superintendent of Public Instruction to consider specified priorities when approving an application for funds.

(28) Existing law establishes the Measurement of Academic Performance and Progress (MAPP), commencing with the 2013–14 school year, for the assessment of certain elementary and secondary pupils, as provided. As part of MAPP, existing law

requires the State Department of Education to make available to local educational agencies a primary language assessment aligned to the English language arts standards adopted by the State Board of Education for assessing pupils who are enrolled in a dual language immersion program and who are either nonlimited English proficient or redesignated English proficient, as provided. Existing law also authorizes the governing board of a school district to administer a primary language assessment aligned to the English language arts standards adopted by the state board for assessing pupils identified as limited English proficient who are enrolled in any of grades 2 to 11, inclusive, and who either receives instruction in his or her primary language or has been enrolled in a school in the United States for 12 months, as provided. Existing law allocates the costs associated with administration of the assessments, as specified.

This bill would change the name of the MAPP to the California Assessment of Student Performance and Progress (CAASPP). The bill would instead authorize a local educational agency to administer, as part of CAASPP, the primary language assessment to pupils identified as limited English proficient and who are enrolled in any of grades 2 to 11, inclusive, until a subsequent primary language assessment aligned to the common core standards in English language arts adopted by the state board is developed, as provided. The bill would, subject to the approval of the state board, authorize the department to make available to local educational agencies a primary language assessment that is aligned to the English language arts standards adopted by the state board for assessing pupils who are enrolled in a dual language immersion program and who are either nonlimited English proficient or redesignated English proficient until a subsequent primary language assessment is adopted, as specified. The bill would revise the allocation of costs associated with the administration of the assessments, as specified.

(29) Under the California Constitution, whenever the Legislature or a state agency mandates a new program or higher level of service on any local government, including a school district, the state is required to provide a subvention of funds to reimburse the local government, with specified exceptions. Existing law requires certain funds appropriated in the annual Budget Act for reimbursement of the cost of a new program or increased level of service of an existing program mandated by statute or executive order to be available as a block grant to school districts, charter schools, and county offices of education, to support specified state-mandated local programs. Existing law provides that a school district, charter school, or county office of education that submits a letter of intent to the Superintendent of Public Instruction and receives this block grant funding is not eligible to submit a claim for reimbursement for those specified mandated programs for the fiscal year for which the block grant funding is received.

This bill would revise the list of programs that are authorized for block grant funding in lieu of program-specific reimbursement.

(30) This bill would appropriate $287,149,000 from the General Fund to the Superintendent of Public Instruction for allocation to school districts, county offices of education, and charter schools, and would appropriate $49,500,000 from the General Fund to the Chancellor of the California Community Colleges for allocation to community college districts. The bill would require any allocations made to first satisfy any outstanding claims for reimbursement of state-mandated local program costs, and would authorize the Controller to audit any claims and reduce any amounts owed, as provided. The bill would authorize any funds received to be expended for any one-time purpose, but would state Legislature's intent that school districts, county offices of education, and charter schools use the funds for professional development, instructional materials, technology infrastructure, and any other investments necessary to support implementation of the common core standards in English language arts and mathematics, the implementation of English language development standards, and the implementation of the Next Generation Science standards.

(31) This bill would require that the funds appropriated pursuant to a designated item of the Budget Act of 2013 to the State Department of Education for support of the California Local Control Accountability Support Network be available for encumbrance until June 30, 2015.

(32) A certain item of the Budget Act of 2013 appropriated $381,000,000 to the State Department of Education for allocation by the Superintendent of Public Instruction to school districts, county offices of education, state special schools, and charter schools for specified purposes.

This bill would reappropriate the balance of those appropriations to the department, for the same purposes, and would provide that those funds would be available for encumbrance until June 30, 2018.

(33) This bill would provide that, of the amount allocated in a specified schedule of the Budget Acts of 2012 and 2013 for special education instruction, $32,806,000 and $46,943,000, respectively, would be provided to fund the 2010–11 fiscal year maintenance of effort in the special education program.

(34) This bill would require an amount to be determined by the Director of Finance to be appropriated, on or before June 30, 2015, from the General Fund to the Superintendent of Public Instruction in the event that specified revenues distributed to local educational agencies for special education programs are less than the estimated amount reflected in the Budget Act of 2014.

(35) This bill would make conforming changes, delete obsolete provisions, correct cross-references, and make other nonsubstantive changes.

(36) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

(37) Funds appropriated by this bill would be applied toward the minimum funding requirements for school districts and community college districts imposed by Section 8 of Article XVI of the California Constitution.

(38) This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares that quality early learning and care for children from infancy to five years of age is a sound and strategic investment to narrow achievement gaps that are present well before children enter kindergarten.

(b) It is the intent of the state to ensure a fair start to all low-income children by providing quality preschool opportunities for all low-income children whose families wish to enroll their children. It is further the intent of the state to provide all low-income four-year-old children from working families with full-day, full-year early education and care.

SEC. 2. Section 8203.1 is added to the Education Code, to read:

<< CA EDUC § 8203.1 >>

8203.1. (a) The Superintendent shall administer a QRIS block grant, pursuant to an appropriation made for that purpose in the annual Budget Act, to be allocated to local consortia for support of local early learning quality rating and improvement systems that increase the number of low-income children in high-quality preschool programs that prepare those children for success in school and life.

(b)(1) For purposes of this section, "early learning quality rating and improvement system" or "QRIS" is defined as a locally determined system for continuous quality improvement based on a tiered rating structure with progressively higher quality standards for each tier that provides supports and incentives for programs, teachers, and administrators to reach higher levels of quality, monitors and evaluates the impacts on child outcomes, and disseminates information to parents and the public about program quality.

contained in Section 42238.1, as that section read on January 1, 2013. For the 2013–14 fiscal year only, the amount of funding per unit of average daily attendance computed for the special education local plan area for the 2013–14 fiscal year shall be used, and multiplied by one plus the inflation factor computed pursuant to Section 42238.1, as that section read on January 1, 2013, or any successor section of law enacted by the Legislature that specifies the inflation factor contained in Section 42238.1, as that section read on January 1, 2013, for application to the 2013–14 fiscal year and each fiscal year thereafter.

(2) The difference between the number of units of average daily attendance upon which allocations to the special education local plan area are based for the fiscal year in which the computation is made and the number of units of average daily attendance upon which allocations to the special education local plan area were based for the prior fiscal year.

SEC. 48. The heading of Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 of Division 4 of Title 2 of the Education Code is amended to read:

t. 2 d. 4 pt. 33 ch. 5 art. 4 pr. § 60640

Article 4. ~~* * *~~ **California Assessment of Student** Performance and Progress

SEC. 49. Section 60640 of the Education Code is amended to read:

<< CA EDUC § 60640 >>

60640. (a) There is hereby established the ~~* * *~~ **California Assessment** of **Student** Performance and Progress, to be known as the **CAASPP**.

(b) Commencing with the 2013–14 school year, the **CAASPP** shall be composed of all of the following:

(1)(A) A consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11 that measures content standards adopted by the state board.

(B) In the 2013–14 school year, the consortium summative assessment in English language arts and mathematics shall be a field test only, to enable the consortium to gauge the validity and reliability of these assessments and to conduct all necessary psychometric procedures and studies, including, but not necessarily limited to, achievement standard setting, and to allow the department to conduct studies regarding full implementation of the assessment system. These field tests and results shall not be used for any other purpose, including the calculation of any accountability measure.

(2)(A) Science grade level assessments in grades 5, 8, and 10 that measure content standards **adopted** pursuant to Section

60605, until a successor assessment is implemented pursuant to subparagraph (B).

(B) For science assessments, the Superintendent shall make a recommendation to the state board as soon as is feasible after the adoption of science content standards pursuant to Section 60605.85 regarding the assessment of the newly adopted standards. Before making recommendations, the Superintendent shall consult with stakeholders, including, but not necessarily limited to, California science teachers, individuals with expertise in assessing English learners and pupils with disabilities, parents, and measurement experts, regarding the grade level and type of assessment. The recommendations shall include cost estimates and a plan for implementation of at least one assessment in each of the following grade spans:

(i) Grades 3 to 5, inclusive.

(ii) Grades 6 to 9, inclusive.

(iii) Grades 10 to 12, inclusive.

(3) The California Alternate Performance Assessment in grades 2 to 11, inclusive, in English language arts and mathematics and science in grades 5, 8, and 10, which measures content standards adopted pursuant to Section 60605 until a successor assessment is implemented. The successor assessment shall be limited to the grades and subject areas assessed pursuant to paragraph (1) and subparagraph (B) of paragraph (2).

(4) The Early Assessment Program established by Chapter 6 (commencing with Section 99300) of Part 65 of Division 14 of Title 3.

(5)(A) * * * **A** local educational * * * **agency may administer** a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605, as it read on January 1, 2013, * * * **to** pupils who are * * * **identified as limited** English proficient * * * **and enrolled in any of grades 2 to 11, inclusive, until a subsequent primary language** assessment * * * **aligned to** the * * * **common core standards in English language arts adopted pursuant to Section 60605.8 is developed pursuant to subparagraph (E)**.

(B) * * * **If** a * * * local educational agency chooses to administer a primary language assessment **to pupils identified as limited English proficient and enrolled in any of grades 2 to 11, inclusive,** pursuant to * * * **subparagraph (A), it shall notify** the department **in a manner to be determined by the department and the costs** shall * * * **be paid by** the * * * **state and included as part of the testing contract, and the department shall provide the local educational agency** a per pupil apportionment * * * **for administering** the assessment pursuant to subdivision (*l*). * * *

(C) The Superintendent shall consult with stakeholders, including assessment and English learner experts, to determine the content and purpose of a stand-alone language arts summative assessment in primary languages other than English that aligns with the **English language** arts content standards. The Superintendent shall consider the appropriate purpose for this assessment, including, but not necessarily limited to, support for the State Seal of Biliteracy and accountability. It is the intent of the Legislature that an assessment developed pursuant to this section be included in the state accountability system.

(D) The Superintendent shall report and make recommendations to the state board at a regularly scheduled public meeting no sooner than one year after the first full administration of the consortium computer-adaptive assessments in English language arts and mathematics summative assessments in grades 3 to 8, inclusive, and grade 11, regarding an implementation timeline and estimated costs of a stand-alone language arts summative assessment in primary languages other than English.

(E) The Superintendent shall develop, and the state board shall adopt, a primary language assessment. The Superintendent shall administer this assessment no later than the 2016–17 school year.

(F) This paragraph shall be operative only to the extent that funding is provided in the annual Budget Act or another statute for the purpose of this section.

(c) No later than March 1, 2016, the Superintendent shall submit to the state board recommendations on expanding the **CAASPP** to include additional assessments, for consideration at a regularly scheduled public meeting. The Superintendent shall also submit these recommendations to the appropriate policy and fiscal committees of the Legislature and to the Director of Finance in accordance with all of the following:

(1) In consultation with stakeholders, including, but not necessarily limited to, California teachers, individuals with expertise in assessing English learners and pupils with disabilities, parents, and measurement experts, the Superintendent shall make recommendations regarding assessments including the grade level, content, and type of assessment. These recommendations shall take into consideration the assessments already administered or planned pursuant to subdivision (b). The Superintendent shall consider the use of consortium-developed assessments, various item types, computer-based testing, and a timeline for implementation.

(2) The recommendations shall consider assessments in subjects, including, but not necessarily limited to, history-social science, technology, visual and performing arts, and other subjects as appropriate, as well as English language arts, mathematics, and science assessments to augment the assessments required under

subdivision (b), and the use of various assessment options, including, but not necessarily limited to, computer-based tests, locally scored performance tasks, and portfolios.

(3) The recommendations shall include the use of an assessment calendar that would schedule the assessments identified pursuant to paragraph (2) over several years, the use of matrix sampling, if appropriate, and the use of population sampling.

(4) The recommendations shall include a timeline for test development, and shall include cost estimates for subject areas, as appropriate.

(5) Upon approval by the state board and the appropriation of funding for this purpose, the Superintendent shall develop and administer approved assessments. The state board shall approve test blueprints, achievement level descriptors, testing periods, performance standards, and a reporting plan for each approved assessment.

(d) For the 2013–14 and 2014–15 school years, the department shall make available to local educational agencies Standardized Testing and Reporting Program test forms no longer required by the **CAASPP**. The cost of implementing this subdivision, including, but not necessarily limited to, shipping, printing, scoring, and reporting per pupil shall be the same for all local educational agencies, and shall not exceed the marginal cost of the assessment, including any cost the department incurs to implement this section. A local educational agency that chooses to administer an assessment pursuant to this **subdivision** shall do so at its own expense, and shall enter into an agreement for that purpose with a contractor, subject to the approval of the department.

(e) The Superintendent shall make available a paper and pencil version of any computer-based **CAASPP** assessment for use by pupils who are unable to access the computer-based version of the assessment for a maximum of three years after a new operational test is first administered.

(f)(1) From the funds available for that purpose, each local educational agency shall administer assessments to each of its pupils pursuant to subdivision (b). As allowable by federal statute, recently arrived English learner pupils are exempted from taking the assessment in English language arts. The state board shall establish a testing period to provide that all schools administer these tests to pupils at approximately the same time during the instructional year. The testing period established by the state board shall take into consideration the need of local educational agencies to provide makeup days for pupils who were absent during testing, as well as the need to schedule testing on electronic computing devices.

(2) For the 2013–14 school year, each local educational agency shall administer the field tests in a manner described by the

department in consultation with the president or executive director of the state board. Additional participants in the field test beyond the representative sample may be approved by the department, and the department shall use existing contract savings to fund * * * **local educational agency** participation in one or more tests per participant. Funds for this purpose shall be **used** to allow for maximum participation in the field **tests** across the state. To the extent savings in the current contract are not available to fully fund this participation, the department shall prorate available funds by test. Local educational agencies shall bear any additional costs to administer these assessments that are in excess of the contracted amount. With approval of the state board and the Director of Finance, the department shall amend the existing assessment contract to accommodate field testing beyond the representative sample, and to allow for special studies using information collected from the field tests.

(g) From the funds available for that purpose, each local educational agency shall administer assessments as determined by the state board pursuant to paragraph (5) of subdivision (c).

(h) As feasible, the **CAASPP** field tests shall be conducted in a manner that will minimize the testing burden on individual schools. The **CAASPP** field tests shall not produce individual pupil scores unless it is determined that these scores are valid and reliable.

(i) The governing board of a school district may administer achievement tests in grades other than those required by this section as it deems appropriate.

(j) * * * **Subject to the approval** of * * * **the state board, the department** may * * * **make available to local educational agencies** a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605 * * * **,** as * * * **it read on January 1, 2013, for assessing pupils** who * * * **are** enrolled in a * * * **dual language immersion program that includes** the * * * **primary language of the assessment and who are either nonlimited English proficient or redesignated fluent English proficient** until a subsequent primary language assessment aligned to the common core standards in English language arts adopted pursuant to Section 60605.8 is developed pursuant to paragraph (5) of subdivision (b). * * * **The cost for** the * * * **assessment shall be the same for all local educational agencies and shall not exceed the marginal cost of the** assessment, * * * **including any cost** the department * * * **incurs to implement this section. A local educational agency that elects to administer** a * * * **primary language assessment pursuant to this subdivision shall do so at its own expense and shall enter into an agreement for that purpose with** the **state testing contractor, subject to the approval of the** department.

(k) Pursuant to Section 1412(a)(16) of Title 20 of the United States Code, individuals with exceptional needs, as defined in Section 56026, shall be included in the testing requirement of subdivision (b) with appropriate accommodations in administration, where necessary, and **the** individuals with exceptional needs who are unable to participate in the testing, even with accommodations, shall be given an alternate assessment.

(*l*)(1) The Superintendent shall apportion funds appropriated for these purposes to local educational agencies to enable them to meet the requirements of subdivisions (b) and (c).

(A) For the **CAASPP** field tests administered in the 2013–14 school year or later school years, the Superintendent shall apportion funds to local educational agencies if funds are specifically provided for this purpose in the annual Budget Act.

(B) The Superintendent shall apportion funds to local educational agencies to enable them to administer assessments used to satisfy the voluntary Early Assessment Program in the 2013–14 school year pursuant to paragraph (4) of subdivision (b).

(2) The state board annually shall establish the amount of funding to be apportioned to local educational agencies for each test administered and annually shall establish the amount that each contractor shall be paid for each test administered under the contracts required pursuant to Section 60643. The amounts to be paid to the contractors shall be determined by considering the cost estimates submitted by each contractor each September and the amount included in the annual Budget Act, and by making allowance for the estimated costs to * * * **local educational agencies** for compliance with the requirements of subdivisions (b) and (c). The state board shall take into account changes to local educational agency test administration activities under the **CAASPP**, including, but not limited to, the number **and** type of tests administered * * * and changes in computerized test registration and administration procedures, when establishing the amount of funding to be apportioned to local educational agencies for each test administered.

(3) An adjustment to the amount of funding to be apportioned per test shall not be valid without the approval of the Director of Finance. A request for approval of an adjustment to the amount of funding to be apportioned per test shall be submitted in writing to the Director of Finance and the chairpersons of the fiscal committees of both houses of the Legislature with accompanying material justifying the proposed adjustment. The Director of Finance is authorized to approve only those adjustments related to activities required by statute. The Director of Finance shall approve or disapprove the amount within 30 days of receipt of the request and shall notify the chairpersons of the fiscal committees of both houses of the Legislature of the decision.

(m) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation for the apportionments made pursuant to paragraph (1) of subdivision (*l*), and the payments made to the contractors under the contracts required pursuant to Section 60643 or subparagraph (C) of paragraph (1) of subdivision (a) of Section 60605 between the department and the contractor, are "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the applicable fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for that fiscal year.

(n) As a condition to receiving an apportionment pursuant to subdivision (*l*), a local educational agency shall report to the Superintendent all of the following:

(1) The pupils enrolled in the local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c).

(2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency.

(3) The pupils in paragraph (1) who were exempted from the test pursuant to this section.

(*o*) The Superintendent and the state board are authorized and encouraged to assist postsecondary educational institutions to use the assessment results of the **CAASPP**, including, but not necessarily limited to, the grade 11 consortium summative assessments in English language arts and mathematics, for academic credit, placement, or admissions processes.

(p) Subject to the availability of funds in the annual Budget Act for this purpose, and exclusive of the consortium assessments, the Superintendent, with the approval of the state board, annually shall release to the public test items from the achievement tests pursuant to Section 60642.5 administered in previous years. Where feasible and practicable, the minimum number of test items released per year shall be equal to 25 percent of the total number of test items on the test administered in the previous year.

(q) On or before July 1, 2014, Sections 850 to 868, inclusive, of Title 5 of the California Code of Regulations shall be revised by the state board to conform to the changes made to this section in the first year of the 2013–14 Regular Session. The state board shall adopt initial regulations as emergency regulations to immediately implement the **CAASPP** assessments, including, but not necessarily limited to, the administration, scoring, and reporting of the tests, as the adoption of emergency regulations is necessary for the immediate preservation of the public peace,

health, safety, or general welfare within the meaning of Section 11346.1 of the Government Code. The emergency regulations shall be followed by the adoption of permanent regulations, in accordance with the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

<< Repealed: CA EDUC § 60640.2 >>

SEC. 50. Section 60640.2 of the Education Code is repealed.

SEC. 51. Section 17581.6 of the Government Code is amended to read:

<< CA GOVT § 17581.6 >>

17581.6. (a) Funding apportioned pursuant to this section shall constitute reimbursement pursuant to Section 6 of Article XIII B of the California Constitution for the performance of any state mandates included in the statutes and executive orders identified in subdivision (e).

(b) Any school district, county office of education, or charter school may elect to receive block grant funding pursuant to this section.

(c)(1) A school district, county office of education, or charter school that elects to receive block grant funding pursuant to this section in a given fiscal year shall submit a letter requesting funding to the Superintendent of Public Instruction on or before August 30 of that fiscal year.

(2) The Superintendent of Public Instruction shall, in the month of November of each year, apportion block grant funding appropriated pursuant to Item 6110-296-0001 of Section 2.00 of the annual Budget Act to all school districts, county offices of education, and charter schools that submitted letters requesting funding in that fiscal year according to the provisions of that item.

(3) A school district or county office of education that receives block grant funding pursuant to this section shall not be eligible to submit claims to the Controller for reimbursement pursuant to Section 17560 for any costs of any state mandates included in the statutes and executive orders identified in subdivision (e) incurred in the same fiscal year during which the school district or county office of education received funding pursuant to this section.

(d) Block grant funding apportioned pursuant to this section is subject to annual financial and compliance audits required by Section 41020 of the Education Code.

(e) Block grant funding apportioned pursuant to this section is specifically intended to fund the costs of the following programs and activities:

(1) Academic Performance Index (01-TC-22; Chapter 3 of the

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EDUCATION—GENERAL AMENDMENTS
2014 Cal. Legis. Serv. Ch. 327 (A.B. 1599) (WEST) *(Approx. 24 pages)*

2014 Cal. Legis. Serv. Ch. 327 (A.B. 1599) (WEST)

CALIFORNIA 2014 LEGISLATIVE SERVICE

2014 Portion of 2013-2014 Regular Session

Additions are indicated by **Text**; deletions by
~~* * *~~ .
Vetoes are indicated by ~~Text~~ ;
stricken material by ~~**Text**~~ .

CHAPTER 327
A.B. No. 1599
EDUCATION—GENERAL AMENDMENTS

AN ACT to amend Sections 5033, 17047, 33540, 35576, 35710.51, 35782, 35783, 35786, 42281, 49558, 52060, 56043, 56366.1, 56440, 60603, 60604, 60607, 60611, 60630, 60641, 60643, 60643.6, 60648, and 60810 of, [and to] amend [and add] Section 52060,[1] and to repeal and add Section 56363.5 of, the Education Code, relating to education.

[Filed with Secretary of State September 15, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1599, Committee on Education. Education: omnibus bill.

(1) Existing law sets forth a method for providing special education and related services to pupils with exceptional needs. Existing law requires the allowable new building area for the purpose of providing special day class and Resource Specialist Program facilities for special education pupils to be negotiated and approved by the State Allocation Board, as provided. Existing law prescribes the maximum square footage for those facilities by special day class basic need, including, among other basic needs, the maximum square footage for mildly mentally retarded and severely mentally retarded special education pupils.

This bill would change references in those provisions from mildly mentally retarded and severely mentally retarded to mildly intellectually disabled and severely intellectually disabled, respectively.

(2) Existing law requires the State Board of Education and the State Department of Education to request the Instructional Quality Commission to review and revise, as necessary, the course requirements in the history-social science framework to ensure that minimum standards for courses in American government and civics include certain matters.

This bill would additionally require the commission, when revising the history-social science framework, to ensure that those course requirements are also included in all history and social science courses and grade levels, as appropriate. The bill would, among other things, also require the commission, whenever the history-social science framework is revised, to receive input from civics learning experts for purposes of integrating civics learning content, concepts, and skills, at all appropriate grade levels, with the standards established by the state board in core curriculum areas, as specified, and ensure that voter education information is included in the American government and civics curriculum at the high school level, as specified.

(3) Existing law specifies the circumstances under which the State Board of Education or a county committee on school district reorganization may approve proposals or petitions for the reorganization of school districts. After the state board has approved plans and recommendations, or a county committee has approved a petition for the unification or other reorganization of school districts, existing law requires the secretary of the state board or the county committee to give notice to a specified county superintendent of schools. Within 35 days of receiving notification from the state board, existing law provides for the county superintendent of schools to call an election, to be conducted at the next election of any kind, or in the case of a notice from a county committee, at the next regular election, in the territory of the districts as determined by the state board or the county committee.

This bill would instead require a county superintendent of schools, if notified by a county committee, to call the election at next election of any kind, in accordance with specified requirements.

(4) Existing law provides that a school district that has been organized for more than 3 years shall be lapsed, as defined, if certain conditions occur. Within 30 days after the close of each school year, existing law requires the county committee on school district reorganization to conduct a public hearing to determine if those conditions have been met. After the hearing, existing law requires the county committee to order the territory annexed to one or more adjoining districts, as specified. Existing law provides that an order of a county committee attaching the territory of a lapsed school district to one or more adjoining school districts shall be effective for all purposes on the date of the order.

This bill would, among other things, instead require the county committee to conduct the public hearing within 45 days before the close of each school year, and would require the county committee to order the territory annexed after the hearing and at least 30 days before the end of the school year. The bill would, among other things, make the county committee's order effective on the July 1 after the date of the order, as specified. To the extent these changes would impose a higher level of service on local officials, the bill would create a state-mandated local

program.

(5) Existing law requires each school district or county superintendent of schools maintaining any kindergarten or any of grades 1 to 12, inclusive, to provide for each needy pupil one nutritionally adequate free or reduced-price meal during each schoolday. Existing law requires the governing board of a school district and the county superintendent of schools to make applications for free or reduced-price meals available to pupils. Existing law provides that the School Lunch Program application is confidential and prohibits the information from being used in the application from being disclosed to any governmental agency, including the federal Immigration and Naturalization Service and the Social Security Administration, or used for any purpose other than enrollment in the CalFresh program. Notwithstanding that restriction, existing law authorizes a public officer or agency to allow the use by certain school district employees of records pertaining to pupil participation in any free or reduced-price meal program solely for the purpose of, among other things, the disaggregation of academic data.

This bill would, among other things, additionally authorize the release of eligibility information on enrolled pupils participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining funding allocations under the local control funding formula and for assessing the accountability of that funding, as provided, and, upon request, to other local educational agencies serving a pupil in the same household as an enrolled pupil for purposes related to free or reduced-price meal program eligibility and for data used in local control funding formula calculations.

(6) Existing law requires that every individual with exceptional needs, as defined, who is eligible to receive special education instruction and related services be provided with that instruction and those services at no cost to his or her parent or guardian or, as appropriate, to him or her. A free appropriate public education is required to be made available to individuals with exceptional needs in accordance with specified federal regulations adopted pursuant to the federal Individuals with Disabilities Education Act. Existing law authorizes local educational agencies to seek, either directly or through the pupil's parents or guardians, reimbursement from insurance companies to cover the costs of related services, in accordance with specified federal regulations.

This bill would delete that authorization and would instead authorize a public agency, if an individual with exceptional needs is covered by public benefits or insurance, to use Medicaid, other public benefits, or insurance programs in which a pupil participates to provide or pay for certain services required by law if the agency provides written notification to the pupil's parents and obtains written parental consent, as provided.

(7) Existing law sets forth a method for providing special

education and related services to pupils with exceptional needs. Existing law also permits, under certain circumstances, contracts to be entered for the provision of those services by nonpublic, nonsectarian schools or agencies, as defined. Existing law authorizes a master contract for special education and related services provided by a nonpublic, nonsectarian school or agency only if the school or agency has been certified by the Superintendent of Public Instruction as meeting specified standards. Existing law also requires the nonpublic, nonsectarian school or agency that is applying for certification to submit, on a form developed by the State Department of Education, a signed verification by local educational agency representatives that they have been notified of the intent to certify or renew certification. Existing law requires the department to mail renewal application materials to certified nonpublic, nonsectarian schools and agencies at least 120 days before the expiration date of their current certification.

This bill would require the local educational agency to send the applicant an acknowledgment, rather than a signed verification, as specified. The bill would delete the provision requiring the department to mail renewal application materials and instead require the department to provide electronic notification of the availability of these materials to certified nonpublic, nonsectarian schools and agencies at least 120 days before the date their current certification expires.

(8) Existing law requires the Superintendent of Public Instruction to review existing tests that assess the English language development of pupils whose primary language is a language other than English. Existing law requires pupils in kindergarten and first grade to be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. Existing law requires an early literacy assessment to be administered for a period of 4 years beginning after the initial administration of the assessment or until July 1, 2014, whichever occurs first.

This bill would instead require this early literacy assessment to be administered for a period of 4 years beginning after the initial administration of the assessment or until July 1, 2017, whichever occurs last.

(9) This bill also would make various nonsubstantive changes, delete obsolete provisions, and update cross-references.

(10) This bill would incorporate additional changes to Section 33540 of the Education Code proposed by SB 897 that would become operative if this bill and SB 897 are both enacted on or before January 1, 2015, and this bill is enacted last. The bill also would incorporate additional changes to Section 52060 of the Education Code proposed by AB 2512 that would become operative if this bill and AB 2512 are both enacted on or before January 1, 2015, and this bill is enacted last.

(11) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 5033 of the Education Code is amended to read:

<< CA EDUC § 5033 >>

5033. **A** member of the governing board of **a** district * * * wholly or partially included in a unified school district formed under the provisions of Chapter **4** (commencing with Section **35700**) of Part **21 of Division** 3 of * * * **Title 2** shall **not** be a member of the governing board of the unified school district unless elected * * * **to that governing board**.

SEC. 2. Section 17047 of the Education Code is amended to read:

<< CA EDUC § 17047 >>

17047. (a) The allowable new building area for the purpose of providing special day class and Resource Specialist Program facilities for special education pupils shall be negotiated and approved by the * * * **board**, with any necessary assistance to be provided by the Special Education Division of the State Department of Education. The square footage allowances shall be computed within the maximum square footage set forth in the following schedule:

Special Day Class Basic Need	Grade Levels	Loading*	Square Footage
Nonsevere Disability			
–Specific Learning Disability	All	12	1080
–Mildly * * * **Intellectually Disabled**	All	12	1080
–Severe Disorder of Language Severe Disability	All	10	1080
–Deaf and Hard of Hearing	All	10	1080
–Visually Impaired	All	10	1330 (1080 + 250 storage)
–Orthopedically and			2000 (1080 + 400 toilets

Other Health Impaired	All	12	+ 250 storage + 270 daily living skills + 3000 therapy + 750 therapy per additional classroom)
–Autistic	All	6	1160 (1080 + 80 toilets)
–Severely Emotionally Disturbed	All	6	1160 (1080 + 80 toilets)
–Severely *** **Intellectually Disabled**	Elem.	12	1750 (1080 + 400 toilets + 270 daily living skills)
	Secon.		2150 (1080 + 400 toilets + 270 daily living skills + 400 vocational)
–Developmentally Disabled	All	10	2000 (1080 + 400 toilets + 250 storage + 270 daily living skills + 3000 therapy** + 750 therapy per additional CR)
–Deaf–Blind/Multi	All	5	1400 (1080 + 200 storage + 150 toilets)

		Pupils	Square Feet
Resource Specialist Program for those	All Maximum caseload for RS	1–8	240
pupils with disabling conditions whose	is 28, not all served at same	9–28	480
needs have been identified by the	time.	29–37	720
Individualized Education Program (IEP)		38–56	960
Team, who require special education for a		57–65	1200
portion of the day, and who are assigned		66–85	1440
to a regular classroom for a majority of		86–94	1680
the schoolday.***		95–112	1920

* Special pupils may usually be grouped without accordance to type, especially in smaller districts or where attendance zones may indicate, to maximize loadings per classroom where there are children with similar educational needs (SEC. 56364 or 56364.2, as applicable).

** Therapy add-ons not to be provided if on same site as orthopedically impaired.

*** To a maximum of 4 percent of the unhoused average daily attendance of the district, per new school or addition, to a maximum of 1920 square feet.

(b) The allowable new building area shall be computed by dividing the number of eligible pupils by the minimum required loading per classroom for special day classes for the type of pupils to be enrolled. No new or additional facility shall be provided for special day classes unless the number of additional eligible pupils equals one-third or more of the minimum required loading.

SEC. 3. Section 33540 of the Education Code is amended to read:

<< CA EDUC § 33540 >>

33540. (a) The state board and the department shall request that the commission review and revise, as necessary, the course requirements in the history-social science framework developed by the History–Social Science Curriculum Framework and Criteria Committee of the state board to ensure that minimum standards for courses in American government and civics include sufficient attention to teaching pupils how to interact, in a practical manner, with state and local governmental agencies and representatives to solve problems and to petition for changes in laws and procedures**, and that the course requirements in the history-social science framework are also included in all history and social science courses and grade levels, as appropriate**.

(b) **Whenever** the history-social science framework is revised as required by law, the commission shall do, as appropriate and based on the subject matter of the course, all of the following:

(1) Receive input from civics learning experts, including civics education program providers, associations of civics educators, and organizations dedicated to research on civics learning, for purposes of integrating civics learning content, concepts, and skills, at all appropriate grade levels, with the standards established by the state board in core curriculum areas, as specified in Sections 60605, as that section read on June 30, 2011, and 60605.8.

(2) Consider how civics and history instruction, at all appropriate grade levels, includes, in addition to the acquisition of content knowledge, the application of that content to develop the competence and skills needed for civic engagement.

(3) Ensure that voter education information is included in the American government and civics curriculum at the high school level, including, but not limited to, information on the importance of registering to vote in local, state, and

federal elections, how to register to vote, both online and by mail, what the requirements are to register to vote, how to request an absentee ballot, how to fill out and return an absentee ballot, what to expect on election day, how to find a polling place, and where and how to access and understand the voter information pamphlet and other materials to become an informed voter.

(4) Ensure the following historical documents are incorporated in the framework:

(A) The Declaration of Independence.

(B) The United States Constitution, including the Bill of Rights.

(C) The Federalist Papers.

(D) The Emancipation Proclamation.

(E) The Gettysburg Address.

(F) George Washington's Farewell Address.

(5) Consider incorporating the following historical documents into the framework:

(A) The Magna Carta.

(B) The Articles of Confederation.

(C) The California Constitution.

(6) Encourage instruction that promotes an understanding of the governments of California and the United States of America, including, but not limited to, the development of democracy and the history of the development of the United States Constitution.

(c) It is the intent of the Legislature, for purposes of the history-social science framework that is revised after January 1, 2015, that the requirements imposed pursuant to paragraphs (1) to (3), inclusive, of subdivision (b) may be satisfied under the framework adoption procedures currently being used by the department as of January 1, 2015.

SEC. 3.5. Section 33540 of the Education Code is amended to read:

<< CA EDUC § 33540 >>

33540. (a) The state board and the department shall request that the commission review and revise, as necessary, the course requirements in the history-social science framework developed by the History–Social Science Curriculum Framework and Criteria Committee of the state board to ensure that minimum standards for courses in American government and civics include sufficient attention to teaching pupils how to interact, in a practical manner, with state and local governmental agencies and representatives to

solve problems and to petition for changes in laws and procedures**, and that the course requirements in the history-social science framework are also included in all history and social science courses and all grade levels, as appropriate**.

(b) **Whenever** the history-social science framework is revised as required by law, the commission shall do, as appropriate and based on the subject matter of the course, all of the following:

(1) Receive input from civics learning experts, including civics education program providers, associations of civics educators, and organizations dedicated to research on civics learning, for purposes of integrating civics learning content, concepts, and skills, at all appropriate grade levels, with the standards established by the state board in core curriculum areas, as specified in Section 60605, as that section read on June 30, 2011, and Section 60605.8.

(2) Consider how civics and history instruction, at all appropriate grade levels, includes, in addition to the acquisition of content knowledge, the application of that content to develop the competence and skills needed for civic engagement.

(3) Ensure that voter education information is included in the American government and civics curriculum at the high school level, including, but not limited to, information on the importance of registering to vote in local, state, and federal elections, how to register to vote, both online and by mail, what the requirements are to register to vote, how to request an absentee ballot, how to fill out and return an absentee ballot, what to expect on election day, how to find a polling place, and where and how to access and understand the voter information pamphlet and other materials to become an informed voter.

(4) Ensure the following historical documents are incorporated **into** the framework:

(A) The Declaration of Independence.

(B) The United States Constitution, including the Bill of Rights.

(C) The Federalist Papers.

(D) The Emancipation Proclamation.

(E) The Gettysburg Address.

(F) George Washington's Farewell Address.

(5) Consider incorporating the following historical documents into the framework:

(A) The Magna Carta.

(B) The Articles of Confederation.

(C) The California Constitution.

(6) Encourage instruction that promotes an understanding of the governments of California and the United States of America, including, but not limited to, the development of democracy and the history of the development of the United States Constitution.

(c) It is the intent of the Legislature, for purposes of the history-social science framework that is revised any time after January 1, 2015, that the commission consider whether and how to incorporate the College, Career, and Civic Life (C3) Framework for Social Studies State Standards into that framework.

(d) It is the intent of the Legislature, for purposes of the history-social science framework that is revised after January 1, 2015, that the requirements imposed pursuant to paragraphs (1) to (3), inclusive, of subdivision (b) may be satisfied under the framework adoption procedures currently being used by the department as of January 1, 2015.

(e) When the history-social science content standards are next revised after January 1, 2015, the state board shall consider incorporating the College, Career, and Civic Life (C3) Framework for Social Studies State Standards into the history-social science content standards.

SEC. 4. Section 35576 of the Education Code is amended to read:

<< CA EDUC § 35576 >>

35576. (a) **If** territory is taken from one district and annexed to, or included in, another district or a new district by any procedure and the area transferred contains * * * **real** property, the district to which the territory is annexed shall take possession of the * * * **real property, pursuant to paragraph (1) of subdivision (a) of Section 35560,** on the day when the annexation becomes effective for all purposes. The territory transferred shall cease to be liable for the bonded indebtedness of the district of which it was formerly a part and shall automatically assume its proportionate share of the outstanding bonded indebtedness of any district of which it becomes a part.

(b) The acquiring district shall * * * **be liable for** the * * * **greater** of the amounts determined under provisions of **paragraph** (1) or (2)**,** or the amount determined pursuant to a method prescribed under Section 35738.

(1) The proportionate share of the outstanding bonded indebtedness of the original district, which proportionate share shall be in the ratio **that** the total assessed valuation of the transferring territory bears to the total assessed valuation of the original district in the year immediately preceding the date on

which the annexation is effective for all purposes. This ratio shall be used each year until the bonded indebtedness for which the acquiring district is liable has been repaid.

(2) **The** portion of the outstanding bonded indebtedness of the original district **that** was incurred for the acquisition or improvement of * * * **real property,** or * * * fixtures located * * * **on the real property**, and situated in the territory transferred.

(c) The county board of supervisors shall compute for the reorganized district an annual tax rate for bond interest and redemption **that** will include the bond interest and redemption on the outstanding bonded indebtedness specified in paragraph (1) or (2) of subdivision (b)**,** or the amount determined pursuant to a method prescribed under Section 35738. The county board of supervisors shall also compute tax rates for the annual charge and use charge prescribed by former Sections 1822.2 and 1825**,** as they read on July 1, 1970**,** when such charges were established * * * **before** November 23, 1970. All such tax rates shall be levied in excess of any other ad valorem property tax authorized or required by law and shall not be included in the computation of the limitation specified in subdivision (a) of Section 1 of Article XIII A of the California Constitution.

SEC. 5. Section 35710.51 of the Education Code is amended to read:

<< CA EDUC § 35710.51 >>

35710.51. **(a)** The county superintendent of schools, within 35 days after receiving the notification provided by Section 35710, shall call an election, in the manner prescribed in Part 4 (commencing with Section 5000), to be conducted at the next * * * election * * * **of any kind in accordance with either of the following:**

(1) Section 1002 of the Elections Code and Part 4 (commencing with Section 5000) of Division 1 of Title 1.

(2) Division 4 (commencing with Section 4000) of the Elections Code.

(b) The county superintendent of schools shall call the election in the territory of districts as determined by the county committee on school district organization, or, in the case of territory transfers appealed to the * * * **state board** pursuant to **subdivision (c) of** Section **35710.5**, as determined by the * * * **state board**. The county superintendent **of schools** shall not issue an order of election until after the time for an appeal pursuant to subdivision (b) of Section 35710.5 has elapsed.

SEC. 6. Section 35782 of the Education Code is amended to read:

<< CA EDUC § 35782 >>

35782. Within **45** days **before** the close of each school year, the county committee shall conduct a public hearing on the issues specified in Section 35780. Notice of the public hearing shall be given at least 10 days in advance ~~* * *~~ **of the hearing** to each member of the governing board of the lapsed district immediately ~~* * *~~ **before** its lapsation, to each of the governing boards **that** adjoin the lapsed district, and to the high school district of which the lapsed elementary district is a component.

SEC. 7. Section 35783 of the Education Code is amended to read:

<< CA EDUC § 35783 >>

35783. After the hearing, **and at least 30 days before the end of the school year,** the county committee shall order the territory annexed to one or more adjoining districts as seems to the county committee to be in the best interest of the adjoining districts and the residents of the lapsed district.

SEC. 8. Section 35786 of the Education Code is amended to read:

<< CA EDUC § 35786 >>

35786. An order of a county committee attaching the territory of a lapsed school district to one or more adjoining school districts shall be effective for all purposes on the **July 1 after** date of the order. **Notwithstanding Section 35534, the effective date of the order is not subject to compliance with Section 54900 of the Government Code. Compliance with Section 54900 of the Government Code is required by December 1 of the year in which the order is made.**

SEC. 9. Section 42281 of the Education Code is amended to read:

<< CA EDUC § 42281 >>

42281. Except as specified in ~~* * *~~ **subdivision (d)**, for each elementary school district that maintains only one school with a second principal apportionment average daily attendance of less than 97, the Superintendent shall make one of the following computations, whichever provides the lesser amount:

(a) For each small school that has an average daily attendance during the fiscal year of less than 25, exclusive of pupils attending the 7th and 8th grades of a junior high school, and for which school at least one teacher was hired full time, the Superintendent shall compute for the school district fifty-two thousand nine hundred twenty-five dollars ($52,925).

(b) For each small school that has an average daily attendance during the fiscal year of 25 or more and less than 49, exclusive of pupils attending the 7th and 8th grades of a junior high school, and for which school at least two teachers were hired full time for more than one-half of the days schools were maintained, the Superintendent shall compute for the school district one hundred five thousand eight hundred fifty dollars ($105,850).

(c) For each small school that has an average daily attendance during the fiscal year of 49 or more but less than 73, exclusive of pupils attending the 7th and 8th grades of a junior high school, and for which school three teachers were hired full time for more than one-half of the days schools were maintained, the Superintendent shall compute for the school district one hundred fifty-eight thousand seven hundred seventy-five dollars ($158,775).

(d) For each small school that has an average daily attendance during the fiscal year of 73 or more and less than 97, exclusive of pupils attending the 7th and 8th grades of a junior high school, and for which school four teachers were hired full time for more than one-half of the days schools were maintained, the Superintendent shall compute for the school district two hundred eleven thousand seven hundred dollars ($211,700). A school district that qualifies under this subdivision may use this funding calculation until the local control funding formula allocation pursuant to Section 42238.02, as implemented by Section 42238.03, per unit of average daily attendance multiplied by the average daily attendance produces state aid equal to the small school funding formula.

SEC. 10. Section 49558 of the Education Code is amended to read:

<< CA EDUC § 49558 >>

49558. (a) All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of this code relating to free or reduced-price meal eligibility shall be confidential, and may not be open to examination for any purpose not directly connected with the administration of any free or reduced-price meal program, or any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of any free or reduced-price meal program.

(b) Notwithstanding subdivision (a), a public officer or agency may allow * * * school district employees, who are authorized by the governing board of the school district, * * * **to disclose from the** individual **meal** records * * * **only the pupil's name and school** meal * * * **eligibility status,** solely for * * * **purposes** of disaggregation of academic achievement data or to identify pupils eligible for public school choice and supplemental educational services pursuant to the federal No Child Left Behind Act of 2001 (* * * **Public Law** 107–110), if the public agency ensures the following:

(1) The public agency has adopted a policy that allows for the use of individual records for these purposes.

(2) No individual indicators of participation in any free or reduced-price meal program are maintained in the permanent record of any pupil, unless otherwise allowed by law.

(3) No public release of information regarding individual pupil participation in any free or reduced-price meal program is permitted.

(4) All other confidentiality provisions required by law are met.

(5) The information collected regarding individual pupils certified to participate in the free or reduced-price meal program is destroyed when it is no longer needed for its intended purpose.

(c) Notwithstanding subdivision (a), the school districts and county superintendents of schools may release information on the School Lunch Program application to the local agency that determines eligibility under the Medi-Cal ~~***~~ **program if** the child is approved for free meals and if the applicant consents to the sharing of information pursuant to Section 49557.2.

(d) Notwithstanding subdivision (a), the school districts and county superintendents of schools may release information on the School Lunch Program application to the local agency that determines eligibility under the CalFresh program or to an agency that determines eligibility for nutrition assistance programs authorized by Chapter 2 (commencing with Section 210.1) of Subtitle B of Title 7 of the Code of Federal Regulations, if the child is approved for free or reduced-price meals and if the applicant consents to the sharing of information pursuant to Section 49557.3.

(e) Notwithstanding subdivision (a), a school district, charter school, or county office of education may release the name and eligibility status of a pupil participating in the free or reduced-price meal program as follows:

(1) To the Superintendent for purposes of determining funding allocations under the local control funding formula and for assessing the accountability of that funding.

(2) Upon request, to another school district, charter school, or county office of education that is serving a pupil living in the same household as an enrolled pupil for purposes related to free or reduced-price meal program eligibility and for data used in local control funding formula calculations.

(f) Information released pursuant to subdivision (c), (d), or (e) shall adhere to all of the following requirements:

(1) Individual indicators of participation in a free or reduced-price meal program shall not be maintained in the permanent record of any pupil, unless otherwise authorized by law.

(2) The public release of information regarding individual pupil participation in a free or reduced-price meal program is not permitted.

(3) All other confidentiality requirements imposed by law or regulation are met.

SEC. 11. Section 52060 of the Education Code is amended to read:

<< CA EDUC § 52060 >>

52060. (a) On or before July 1, 2014, the governing board of each school district shall adopt a local control and accountability plan using a template adopted by the state board.

(b) A local control and accountability plan adopted by **the** governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.

(c) A local control and accountability plan adopted by **the** governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the local control and accountability plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

(d) All of the following are state priorities:

(1) The degree to which the teachers of the school district are appropriately assigned in accordance with Section 44258.9, and fully credentialed in the subject areas, and, for the pupils they are teaching, every pupil in the school district has sufficient access to the standards-aligned instructional materials as determined pursuant to Section 60119, and school facilities are maintained in good repair**,** as **defined** in subdivision (d) of Section 17002.

(2) Implementation of the academic content and performance standards adopted by the state board, including how the programs and services will enable English learners to access the common core academic content standards adopted pursuant to Section 60605.8 and the English language development standards adopted pursuant to **former** Section 60811.3**, as that section**

read on June 30, 2013, or Section 60811.4, for purposes of gaining academic content knowledge and English language proficiency.

(3) Parental involvement, including efforts the school district makes to seek parent input in making decisions for the school district and each individual schoolsite, and including how the school district will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

(4) Pupil achievement, as measured by all of the following, as applicable:

(A) Statewide assessments administered pursuant to Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 or any subsequent assessment, as certified by the state board.

(B) The Academic Performance Index, as described in Section 52052.

(C) The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that align with state board-approved career technical **education** standards and frameworks, including, but not limited to, those described in subdivision (a) of Section 52302, subdivision (a) of Section 52372.5, or paragraph (2) of subdivision (e) of Section 54692.

(D) The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test or any subsequent assessment of English proficiency, as certified by the state board.

(E) The English learner reclassification rate.

(F) The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.

(G) The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, as described in Chapter 6 (commencing with Section 99300) of Part 65 of Division 14 of Title 3, or any subsequent assessment of college preparedness.

(5) Pupil engagement, as measured by all of the following, as applicable:

(A) School attendance rates.

(B) Chronic absenteeism rates.

(C) Middle school dropout rates, as described in paragraph (3) of subdivision (a) of Section 52052.1.

(D) High school dropout rates.

(E) High school graduation rates.

(6) School climate, as measured by all of the following, as applicable:

(A) Pupil suspension rates.

(B) Pupil expulsion rates.

(C) Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

(7) The extent to which pupils have access to, and are enrolled in, a broad course of study that includes all of the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable, including the programs and services developed and provided to unduplicated pupils and individuals with exceptional needs, and the **programs** and services that are provided to benefit these pupils as a result of the funding received pursuant to Section 42238.02, as implemented by Section 42238.03.

(8) Pupil outcomes, if available, in the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable.

(e) For purposes of the descriptions required by subdivision (c), **the** governing board of a school district may consider qualitative information, including, but not limited to, findings that result from school quality reviews conducted pursuant to subparagraph (J) of paragraph (4) of subdivision (a) of Section 52052 or any other reviews.

(f) To the extent practicable, data reported in a local control and accountability plan shall be reported in a manner consistent with how information is reported on a school accountability report card.

(g) **The** governing board of a school district shall consult with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing a local control and accountability plan.

(h) A school district may identify local priorities, goals in regard to the local priorities, and the method for measuring the school district's progress toward achieving those goals.

SEC. 11.1. Section 52060 of the Education Code is amended to read:

<< CA EDUC § 52060 >>

52060. (a) On or before July 1, 2014, the governing board of each school district shall adopt a local control and accountability plan using a template adopted by the state board.

(b) A local control and accountability plan adopted by **the** governing board of a school district shall be effective for a period

of three years, and shall be updated on or before July 1 of each year.

(c) A local control and accountability plan adopted by **the** governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the local control and accountability plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

(d) All of the following are state priorities:

(1) The degree to which the teachers of the school district are appropriately assigned in accordance with Section 44258.9, and fully credentialed in the subject areas, and, for the pupils they are teaching, every pupil in the school district has sufficient access to the standards-aligned instructional materials as determined pursuant to Section 60119, and school facilities are maintained in good repair**,** as **defined** in subdivision (d) of Section 17002.

(2) Implementation of the academic content and performance standards adopted by the state board, including how the programs and services will enable English learners to access the common core academic content standards adopted pursuant to Section 60605.8 and the English language development standards adopted pursuant to **former** Section 60811.3**, as that section read on June 30, 2013, or Section 60811.4,** for purposes of gaining academic content knowledge and English language proficiency.

(3) Parental involvement, including efforts the school district makes to seek parent input in making decisions for the school district and each individual schoolsite, and including how the school district will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

(4) Pupil achievement, as measured by all of the following, as applicable:

(A) Statewide assessments administered pursuant to Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 or any subsequent assessment, as certified by the state board.

(B) The Academic Performance Index, as described in Section 52052.

(C) The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that align with state board-approved career technical **education** standards and frameworks, including, but not limited to, those described in subdivision (a) of Section 52302, subdivision (a) of Section 52372.5, or paragraph (2) of subdivision (e) of Section 54692.

(D) The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test or any subsequent assessment of English proficiency, as certified by the state board.

(E) The English learner reclassification rate.

(F) The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.

(G) The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, as described in Chapter 6 (commencing with Section 99300) of Part 65 of Division 14 of Title 3, or any subsequent assessment of college preparedness.

(5) Pupil engagement, as measured by all of the following, as applicable:

(A) School attendance rates.

(B) Chronic absenteeism rates.

(C) Middle school dropout rates, as described in paragraph (3) of subdivision (a) of Section 52052.1.

(D) High school dropout rates.

(E) High school graduation rates.

(6) School climate, as measured by all of the following, as applicable:

(A) Pupil suspension rates.

(B) Pupil expulsion rates.

(C) Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

(7) The extent to which pupils have access to, and are enrolled in,

a broad course of study that includes all of the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable, including the programs and services developed and provided to unduplicated pupils and individuals with exceptional needs, and the **programs** and services that are provided to benefit these pupils as a result of the funding received pursuant to Section 42238.02, as implemented by Section 42238.03.

(8) Pupil outcomes, if available, in the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable.

(e) For purposes of the descriptions required by subdivision (c), **the** governing board of a school district may consider qualitative information, including, but not limited to, findings that result from school quality reviews conducted pursuant to subparagraph (J) of paragraph (4) of subdivision (a) of Section 52052 or any other reviews.

(f) To the extent practicable, data reported in a local control and accountability plan shall be reported in a manner consistent with how information is reported on a school accountability report card.

(g) **The** governing board of a school district shall consult with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing a local control and accountability plan.

(h) A school district may identify local priorities, goals in regard to the local priorities, and the method for measuring the school district's progress toward achieving those goals.

(i) This section shall remain in effect only until January 1, 2018, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2018, deletes or extends that date.

SEC. 11.2. Section 52060 is added to the Education Code, to read:

<< CA EDUC § 52060 >>

52060. (a) On or before July 1, 2014, the governing board of each school district shall adopt a local control and accountability plan using a template adopted by the state board.

(b) A local control and accountability plan adopted by the governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.

(c) A local control and accountability plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the local control and accountability plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

(d) All of the following are state priorities:

(1) The degree to which the teachers of the school district are appropriately assigned in accordance with Section 44258.9, and fully credentialed in the subject areas, and, for the pupils they are teaching, every pupil in the school district has sufficient access to the standards-aligned instructional materials as determined pursuant to Section 60119, and school facilities are maintained in good repair, as defined in subdivision (d) of Section 17002.

(2) Implementation of the academic content and performance standards adopted by the state board, including how the programs and services will enable English learners to access the common core academic content standards adopted pursuant to Section 60605.8 and the English language development standards adopted pursuant to former Section 60811.3, as that section read on June 30, 2013, or Section 60811.4, for purposes of gaining academic content knowledge and English language proficiency.

(3) Parental involvement, including efforts the school district makes to seek parent input in making decisions for the school district and each individual schoolsite, and including how the school district will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

(4) Pupil achievement, as measured by all of the following, as applicable:

(A) Statewide assessments administered pursuant to Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 or any subsequent assessment, as certified by the state board.

(B) The Academic Performance Index, as described in Section 52052.

(C) The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the

University of California and the California State University, or career technical education sequences or programs of study that align with state board-approved career technical education standards and frameworks, including, but not limited to, those described in subdivision (a) of Section 52302, subdivision (a) of Section 52372.5, or paragraph (2) of subdivision (e) of Section 54692.

(D) The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test or any subsequent assessment of English proficiency, as certified by the state board.

(E) The English learner reclassification rate.

(F) The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.

(G) The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, as described in Chapter 6 (commencing with Section 99300) of Part 65 of Division 14 of Title 3, or any subsequent assessment of college preparedness.

(5) Pupil engagement, as measured by all of the following, as applicable:

(A) School attendance rates.

(B) Chronic absenteeism rates.

(C) Middle school dropout rates, as described in paragraph (3) of subdivision (a) of Section 52052.1.

(D) High school dropout rates.

(E) High school graduation rates.

(6) School climate, as measured by all of the following, as applicable:

(A) Pupil suspension rates.

(B) Pupil expulsion rates.

(C) If the governing board of the school district chooses to include it, compliance with the federal gender equity requirements under Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 et seq.), including, but not limited to, the total number of pupils, by gender, participating in interscholastic athletics.

(D) Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

(7) The extent to which pupils have access to, and are enrolled in, a broad course of study that includes all of the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable, including the programs and

services developed and provided to unduplicated pupils and individuals with exceptional needs, and the programs and services that are provided to benefit these pupils as a result of the funding received pursuant to Section 42238.02, as implemented by Section 42238.03.

(8) Pupil outcomes, if available, in the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable.

(e) For purposes of the descriptions required by subdivision (c), the governing board of a school district may consider qualitative information, including, but not limited to, findings that result from school quality reviews conducted pursuant to subparagraph (J) of paragraph (4) of subdivision (a) of Section 52052 or any other reviews.

(f) To the extent practicable, data reported in a local control and accountability plan shall be reported in a manner consistent with how information is reported on a school accountability report card.

(g) The governing board of a school district shall consult with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing a local control and accountability plan.

(h) A school district may identify local priorities, goals in regard to the local priorities, and the method for measuring the school district's progress toward achieving those goals.

(i) This section shall become operative on January 1, 2018.

SEC. 12. Section 56043 of the Education Code is amended to read:

<< CA EDUC § 56043 >>

56043. The primary timelines affecting special education programs are as follows:

(a) A proposed assessment plan shall be developed within 15 calendar days of referral for assessment, not counting calendar days between the pupil's regular school sessions or terms or calendar days of school vacation in excess of five schooldays, from the date of receipt of the referral, unless the parent or guardian agrees in writing to an extension, pursuant to subdivision (a) of Section 56321.

(b) A parent or guardian shall have at least 15 calendar days from the receipt of the proposed assessment plan to arrive at a decision, pursuant to subdivision (c) of Section 56321.

(c) Once a child has been referred for an initial assessment to determine whether the child is an individual with exceptional needs and to determine the educational needs of the child, these determinations shall be made, and an individualized education

program team meeting shall occur within 60 days of receiving parental consent for the assessment, pursuant to subdivision (a) of Section 56302.1, except as specified in subdivision (b) of that section, and pursuant to Section 56344.

(d) The individualized education program team shall review the pupil's individualized education program periodically, but not less frequently than annually, pursuant to subdivision (d) of Section 56341.1.

(e) A parent or guardian shall be notified of the individualized education program team meeting early enough to ensure an opportunity to attend, pursuant to subdivision (b) of Section 56341.5. In the case of an individual with exceptional needs who is 16 years of age or younger, if appropriate, the meeting notice shall indicate that a purpose of the meeting will be the consideration of the postsecondary goals and transition services for the individual with exceptional needs, and the meeting notice described in this subdivision shall indicate that the individual with exceptional needs is invited to attend, pursuant to subdivision (e) of Section 56341.5.

(f)(1) An individualized education program required as a result of an assessment of a pupil shall be developed within a total time not to exceed 60 calendar days, not counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of five schooldays, from the date of receipt of the parent's or guardian's written consent for assessment, unless the parent or guardian agrees in writing to an extension, pursuant to Section 56344.

(2) A meeting to develop an initial individualized education program for the pupil shall be conducted within 30 days of a determination that the child needs special education and related services pursuant to Section 300.323(c)(1) of Title 34 of the Code of Federal Regulations and in accordance with Section 56344.

(g)(1) Beginning not later than the first individualized education program to be in effect when the pupil is 16 years of age, or younger if determined appropriate by the individualized education program team, and updated annually thereafter, the individualized education program shall include appropriate measurable postsecondary goals and transition services needed to assist the pupil in reaching those goals, pursuant to paragraph (8) of subdivision (a) of Section 56345.

(2) The individualized education program for pupils in grades 7 to 12, inclusive, shall include any alternative means and modes necessary for the pupil to complete the district's prescribed course of study and to meet or exceed proficiency standards for graduation, pursuant to paragraph (1) of subdivision (b) of Section 56345.

(3) Beginning not later than one year before the pupil reaches * * * 18 years **of age**, the individualized education program shall

contain a statement that the pupil has been informed of the pupil's rights under this part, if any, that will transfer to the pupil upon reaching ~~* * *~~ 18 years **of age**, pursuant to Section 56041.5, subdivision (g) of Section 56345, and Section 300.520 of Title 34 of the Code of Federal Regulations.

(h) Beginning at the age of 16 years or younger, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program, pursuant to Section 56345.1 and Section 1414(d)(1)(A)(i)(VIII) of Title 20 of the United States Code.

(i) A pupil's individualized education program shall be implemented as soon as possible following the individualized education program team meeting, pursuant to Section 300.323(c)(2) of Title 34 of the Code of Federal Regulations and in accordance with Section 56344.

(j) An individualized education program team shall meet at least annually to review a pupil's progress, the individualized education program, including whether the annual goals for the pupil are being achieved, the appropriateness of the placement, and to make any necessary revisions, pursuant to subdivision (d) of Section 56343. The local educational agency shall maintain procedures to ensure that the individualized education program team reviews the pupil's individualized education program periodically, but not less frequently than annually, to determine whether the annual goals for the pupil are being achieved, and revises the individualized education program as appropriate to address, among other matters, the provisions specified in subdivision (d) of Section 56341.1, pursuant to subdivision (a) of Section 56380.

(k) A reassessment of a pupil shall occur not more frequently than once a year, unless the parent and the local educational agency agree otherwise in writing, and shall occur at least once every three years, unless the parent and the local educational agency agree, in writing, that a reassessment is unnecessary, pursuant to Section 56381, and in accordance with Section 1414(a)(2) of Title 20 of the United States Code.

(*l*) A meeting of an individualized education program team requested by a parent or guardian to review an individualized education program pursuant to subdivision (c) of Section 56343 shall be held within 30 calendar days, not counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of five schooldays, from the date of receipt of the parent's or guardian's written request, pursuant to Section 56343.5.

(m) If an individual with exceptional needs transfers from district to district within the state, the following are applicable pursuant to Section 56325:

(1) If the child has an individualized education program and

transfers into a district from a district not operating programs under the same local plan in which he or she was last enrolled in a special education program within the same academic year, the local educational agency shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the parents or guardians, for a period not to exceed 30 days, by which time the local educational agency shall adopt the previously approved individualized education program or shall develop, adopt, and implement a new individualized education program that is consistent with federal and state law, pursuant to paragraph (1) of subdivision (a) of Section 56325.

(2) If the child has an individualized education program and transfers into a district from a district operating programs under the same special education local plan area of the district in which he or she was last enrolled in a special education program within the same academic year, the new district shall continue, without delay, to provide services comparable to those described in the existing approved individualized education program, unless the parent and the local educational agency agree to develop, adopt, and implement a new individualized education program that is consistent with state and federal law, pursuant to paragraph (2) of subdivision (a) of Section 56325.

(3) If the child has an individualized education program and transfers from an educational agency located outside the state to a district within the state within the same academic year, the local educational agency shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the parents or guardians, until the local educational agency conducts an assessment as specified in paragraph (3) of subdivision (a) of Section 56325.

(4) In order to facilitate the transition for an individual with exceptional needs described in paragraphs (1) to (3), inclusive, the new school in which the pupil enrolls shall take reasonable steps to promptly obtain the pupil's records, as specified, pursuant to subdivision (b) of Section 56325.

(n) The parent or guardian shall have the right and opportunity to examine all school records of the child and to receive complete copies within five business days after a request is made by the parent or guardian, either orally or in writing, and before any meeting regarding an individualized education program of his or her child or any hearing or resolution session pursuant to Chapter 5 (commencing with Section 56500), in accordance with Section 56504 and Chapter 6.5 (commencing with Section 49060) of Part 27.

(*o*) Upon receipt of a request from a local educational agency where an individual with exceptional needs has enrolled, a former

educational agency shall send the pupil's special education records, or a copy * * * **of those records**, to the new local educational agency within five working days, pursuant to subdivision (a) of Section 3024 of Title 5 of the California Code of Regulations.

(p) The department shall do all of the following:

(1) Have a time limit of 60 calendar days after a complaint is filed with the state educational agency to investigate the complaint.

(2) Give the complainant the opportunity to submit additional information about the allegations in the complaint.

(3) Review all relevant information and make an independent determination as to whether there is a violation of a requirement of this part or Part B of the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

(4) Issue a written decision pursuant to Section 300.152(a)(5) of Title 34 of the Code of Federal Regulations.

(q) A prehearing mediation conference shall be scheduled within 15 calendar days of receipt by the Superintendent of the request for mediation, and shall be completed within 30 calendar days after the request for mediation, unless both parties to the prehearing mediation conference agree to extend the time for completing the mediation, pursuant to Section 56500.3.

(r) Any request for a due process hearing arising from subdivision (a) of Section 56501 shall be filed within two years from the date the party initiating the request knew or had reason to know of facts underlying the basis for the request, except that this timeline shall not apply to a parent if the parent was prevented from requesting the due process hearing, pursuant to subdivision (*l*) of Section 56505.

(s) The Superintendent shall ensure that, within 45 calendar days after receipt of a written due process hearing request, the hearing is immediately commenced and completed, including any mediation requested at any point during the hearing process, and a final administrative decision is rendered, pursuant to subdivision (f) of Section 56502.

(t) If either party to a due process hearing intends to be represented by an attorney in the due process hearing, notice of that intent shall be given to the other party at least 10 calendar days * * * **before** the hearing, pursuant to subdivision (a) of Section 56507.

(u) Any party to a due process hearing shall have the right to be informed by the other parties to the hearing, at least 10 calendar days * * * **before** the hearing, as to what those parties believe are the issues to be decided at the hearing and their proposed resolution of those issues, pursuant to paragraph (6) of subdivision (e) of Section 56505.

(v) Any party to a due process hearing shall have the right to receive from other parties to the hearing, at least five business days * * * **before** the hearing, a copy of all documents, including all assessments completed and not completed by that date, and a list of all witnesses and their general area of testimony that the parties intend to present at the hearing, pursuant to paragraph (7) of subdivision (e) of Section 56505.

(w) An appeal of a due process hearing decision shall be made within 90 calendar days of receipt of the hearing decision, pursuant to subdivision (k) of Section 56505.

* * *

(x) A complaint filed with the department shall allege a violation of the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.) or a provision of this part that occurred not more than one year * * * **before** the date that the complaint is received by the department, pursuant to Section 56500.2 and Section 300.153(c) of Title 34 of the Code of Federal Regulations.

<< Repealed: CA EDUC § 56363.5 >>

SEC. 13. Section 56363.5 of the Education Code is repealed.

SEC. 14. Section 56363.5 is added to the Education Code, to read:

<< CA EDUC § 56363.5 >>

56363.5. Pursuant to Section 300.154(d)(2)(iv) and (v) of Title 34 of the Code of Federal Regulations, if an individual with exceptional needs is covered by public benefits or insurance, a public agency may use Medicaid, other public benefits, or insurance programs in which a pupil participates to provide or pay for the services required by this part, the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), and Part 300 of Title 34 of the Code of Federal Regulations, if both of the following conditions are met:

(a) The public agency provides written notification to the pupil's parents.

(b) The public agency obtains written parental consent before accessing the pupil's or parents' public benefits or insurance for the first time, and annually thereafter.

SEC. 15. Section 56366.1 of the Education Code is amended to read:

<< CA EDUC § 56366.1 >>

56366.1. (a) A nonpublic, nonsectarian school or agency that seeks certification shall file an application with the Superintendent on forms provided by the department, and shall include all of the following information on the application:

(1) A description of the special education and designated instruction and services provided to individuals with exceptional needs if the application is for nonpublic, nonsectarian school certification.

(2) A description of the designated instruction and services provided to individuals with exceptional needs if the application is for nonpublic, nonsectarian agency certification.

(3) A list of appropriately qualified staff, a description of the credential, license, or registration that qualifies each staff member rendering special education or designated instruction and services to do so, and copies of their credentials, licenses, or certificates of registration with the appropriate state or national organization that has established standards for the service rendered.

(4) An annual operating budget.

(5) Affidavits and assurances necessary to comply with all applicable federal, state, and local laws and regulations that include criminal record summaries required of all nonpublic, nonsectarian school or agency personnel having contact with minor children under Section 44237.

(b)(1) The applicant shall provide the special education local plan area in which the applicant is located with the written notification of its intent to seek certification or renewal of its certification. The * * * local educational agency representatives **shall acknowledge** that they have been notified of the intent to certify or renew certification. The **acknowledgment** shall include a statement that representatives of the local educational agency for the area in which the applicant is located have had the opportunity to review the application at least 60 calendar days before submission of an initial application to the Superintendent, or at least 30 calendar days before submission of a renewal application to the Superintendent. The * * * **acknowledgment** shall provide assurances that local educational agency representatives have had the opportunity to provide input on all required components of the application.

(2) If the * * * **local educational agency has not acknowledged an applicant's intent to be certified** 60 calendar days from the date of * * * **submission** for initial applications or 30 calendar days from the date of the return receipt for renewal applications, the applicant may file the application with the Superintendent. * * *

(3) The department shall * * * **provide electronic notification of the availability of** renewal application materials to certified nonpublic, nonsectarian schools and agencies at least 120 days before the date their current certification expires.

(c) If the applicant operates a facility or program on more than one site, each site shall be certified.

(d) If the applicant is part of a larger program or facility on the same site, the Superintendent shall consider the effect of the total program on the applicant. A copy of the policies and standards for the nonpublic, nonsectarian school or agency and the larger program shall be available to the Superintendent.

(e)(1) Before certification, the Superintendent shall conduct an onsite review of the facility and program for which the applicant seeks certification. The Superintendent may be assisted by representatives of the special education local plan area in which the applicant is located and a nonpublic, nonsectarian school or agency representative who does not have a conflict of interest with the applicant. The Superintendent shall conduct an additional onsite review of the facility and program within three years of the effective date of the certification, unless the Superintendent conditionally certifies the nonpublic, nonsectarian school or agency, or unless the Superintendent receives a formal complaint against the nonpublic, nonsectarian school or agency. In the latter two cases, the Superintendent shall conduct an onsite review at least annually.

(2) In carrying out this subdivision, the Superintendent may verify that the nonpublic, nonsectarian school or agency has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, pursuant to Section 44237, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency.

(f) The Superintendent shall make a determination on an application within 120 days of receipt of the application and shall certify, conditionally certify, or deny certification to the applicant. If the Superintendent fails to take one of these actions within 120 days, the applicant is automatically granted conditional certification for a period terminating on August 31 of the current school year. If certification is denied, the Superintendent shall provide reasons for the denial. The Superintendent shall not certify the nonpublic, nonsectarian school or agency for a period longer than one year.

(g) Certification becomes effective on the date the nonpublic, nonsectarian school or agency meets all the application requirements and is approved by the Superintendent. Certification may be retroactive if the nonpublic, nonsectarian school or agency met all the requirements of this section on the date the retroactive certification is effective. Certification expires on December 31 of the terminating year.

(h) The Superintendent annually shall review the certification of each nonpublic, nonsectarian school **or** agency. For this purpose, a certified nonpublic, nonsectarian school or agency annually shall update its application between August 1 and October 31, unless the state board grants a waiver pursuant to Section 56101. The Superintendent may conduct an onsite review as part of the annual review.

(i)(1) The Superintendent shall conduct an investigation of a nonpublic, nonsectarian school or agency onsite at any time without prior notice if there is substantial reason to believe that there is an immediate danger to the health, safety, or welfare of a child. The Superintendent shall document the concern and submit it to the nonpublic, nonsectarian school or agency at the time of the onsite investigation. The Superintendent shall require a written response to any noncompliance or deficiency found.

(2) With respect to a nonpublic, nonsectarian school, the Superintendent shall conduct an investigation, which may include an unannounced onsite visit, if the Superintendent receives evidence of a significant deficiency in the quality of educational services provided, a violation of Section 56366.9, or noncompliance with the policies expressed by subdivision (b) of Section 1501 of the Health and Safety Code by the nonpublic, nonsectarian school. The Superintendent shall document the complaint and the results of the investigation and shall provide copies of the documentation to the complainant, the nonpublic, nonsectarian school, and the contracting local educational agency.

(3) Violations or noncompliance documented pursuant to paragraph (1) or (2) shall be reflected in the status of the certification of the nonpublic, nonsectarian school or agency, at the discretion of the Superintendent, pending an approved plan of correction by the nonpublic, nonsectarian school or agency. The department shall retain for a period of 10 years all violations pertaining to certification of the nonpublic, nonsectarian school or agency.

(4) In carrying out this subdivision, the Superintendent may verify that the nonpublic, nonsectarian school or agency received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, pursuant to Section 44237, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency.

(j) The Superintendent shall monitor the facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the **standards-focused** instructional materials used, of an existing certified nonpublic, nonsectarian school or agency on a three-year cycle, as follows:

(1) The nonpublic, nonsectarian school or agency shall complete a self-review in year one.

(2) The Superintendent shall conduct an onsite review of the nonpublic, nonsectarian school or agency in year two.

(3) The Superintendent shall conduct a followup visit to the nonpublic, nonsectarian school or agency in year three.

(k)(1) Notwithstanding any other law, the Superintendent shall

not certify a nonpublic, nonsectarian school or agency that proposes to initiate or expand services to pupils currently educated in the immediate prior fiscal year in a juvenile court program, community school pursuant to Section 56150, or other nonspecial education program, including independent study or adult school, or both, unless the nonpublic, nonsectarian school or agency notifies the county superintendent of schools and the special education local plan area in which the proposed new or expanded nonpublic, nonsectarian school or agency is located of its intent to seek certification.

(2) The notification shall occur no later than the December 1 before the new fiscal year in which the proposed or expanding school or agency intends to initiate services. The notice shall include the following:

(A) The specific date upon which the proposed nonpublic, nonsectarian school or agency is to be established.

(B) The location of the proposed program or facility.

(C) The number of pupils proposed for services, the number of pupils currently served in the juvenile court, community school, or other nonspecial education program, the current school services including special education and related services provided for these pupils, and the specific program of special education and related services to be provided under the proposed program.

(D) The reason for the proposed change in services.

(E) The number of staff who will provide special education and designated instruction and services and hold a current valid California credential or license in the service rendered.

(3) In addition to the requirements in subdivisions (a) to (f), inclusive, the Superintendent shall require and consider the following in determining whether to certify a nonpublic, nonsectarian school or agency as described in this subdivision:

(A) A complete statement of the information required as part of the notice under paragraph (1).

(B) Documentation of the steps taken in preparation for the conversion to a nonpublic, nonsectarian school or agency, including information related to changes in the population to be served and the services to be provided pursuant to each pupil's individualized education program.

(4) Notwithstanding any other law, the certification becomes effective no earlier than July 1 if the nonpublic, nonsectarian school or agency provided the notification required pursuant to paragraph (1).

(*l*)(1) Notwithstanding any other law, the Superintendent shall not certify or renew the certification of a nonpublic, nonsectarian school or agency, unless all of the following conditions are met:

(A) The entity operating the nonpublic, nonsectarian school or agency maintains separate financial records for each entity that it operates, with each nonpublic, nonsectarian school or agency identified separately from any licensed children's institution that it operates.

(B) The entity submits an annual budget that identifies the projected costs and revenues for each entity and demonstrates that the rates to be charged are reasonable to support the operation of the entity.

(C) The entity submits an entitywide annual audit that identifies its costs and revenues, by entity, in accordance with generally accepted accounting and auditing principles. The audit shall clearly document the amount of moneys received and expended on the educational program provided by the nonpublic, nonsectarian school.

(D) The relationship between various entities operated by the same entity are documented, defining the responsibilities of the entities. The documentation shall clearly identify the services to be provided as part of each program, for example, the residential or medical program, the mental health program, or the educational program. The entity shall not seek funding from a public agency for a service, either separately or as part of a package of services, if the service is funded by another public agency, either separately or as part of a package of services.

(2) For purposes of this section, "licensed children's institution" has the same meaning as it is defined by Section 56155.5.

(m)**(1)** The nonpublic, nonsectarian school or agency shall be charged a reasonable fee for certification. The Superintendent may adjust the fee annually commensurate with the statewide average percentage inflation adjustment computed for local control funding formula allocations pursuant to Section 42238.02, as implemented by Section 42238.03, of unified school districts with greater than 1,500 units of average daily attendance if the percentage increase is reflected in the school district local control funding formula allocation pursuant to Section 42238.02, as implemented by Section 42238.03, for inflation purposes. For purposes of this section, the base fee shall be the following:

(1) 1–5 pupils	$ 300
(2) 6–10 pupils	500
(3) 11–24 pupils	1,000
(4) 25–75 pupils	1,500
(5) 76 pupils and over	2,000

(2) The nonpublic, nonsectarian school or agency shall pay this fee when it applies for certification and when it updates its application for annual renewal by the Superintendent. The Superintendent shall use these fees to conduct onsite reviews, which may include field experts. A fee shall not be refunded if the

application is withdrawn or is denied by the Superintendent.

(n)(1) Notwithstanding any other law, only those nonpublic, nonsectarian schools **or** agencies that provide special education and designated instruction and services using staff who hold a certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered are eligible to receive certification. Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

(2) The state board shall develop regulations to implement this subdivision.

(*o*) In addition to meeting the standards adopted by the state board, a nonpublic, nonsectarian school or agency shall provide written assurances that it meets all applicable standards relating to fire, health, sanitation, and building safety.

(p)(1) Notwithstanding subdivision (n) of Section 44237, and for purposes of enabling the Superintendent to carry out his or her duties pursuant to this section, a nonpublic, nonsectarian school or agency shall, upon demand, make available to the Superintendent evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, conducted pursuant to Section 44237, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency.

(2) The nonpublic, nonsectarian school or agency shall retain the evidence and store it in a locked file separate from other files.

SEC. 16. Section 56440 of the Education Code is amended to read:

<< CA EDUC § 56440 >>

56440. (a) Each special education local plan area shall submit ~~* * *~~ to the Superintendent~~* * *~~ **, as part of the local plan, information** for providing special education and services to individuals with exceptional needs, as defined ~~* * *~~ **in Section 56026**, who are between the ages of three and five years, inclusive~~* * *~~ .

~~* * *~~

(b) All individuals with exceptional needs between the ages of three and five years, inclusive, identified in subdivision (a) shall be served by the local educational agencies within each special education local plan area~~* * *~~ , to the extent required under federal law and pursuant to the local plan and application approved by the Superintendent.

(c) Individuals with exceptional needs between the ages of three

and five years, inclusive, who are identified by the local educational agency as requiring special education and services * * * shall be eligible for special education and services pursuant to this part * * * .

* * *

(d) Special education facilities operated by local educational agencies serving children under this chapter and Chapter 4.4 (commencing with Section 56425) shall meet all applicable standards relating to fire, health, sanitation, and building safety, but are not subject to Chapter 3.4 (commencing with Section 1596.70), 3.5 (commencing with Section 1596.90), or 3.6 (commencing with Section 1597.30) of Division 2 of the Health and Safety Code.

(e) This chapter applies to all individuals with exceptional needs between the ages of three and five years, inclusive.

SEC. 17. Section 60603 of the Education Code is amended to read:

<< CA EDUC § 60603 >>

60603. As used in this chapter:

(a) "Achievement level descriptors" means a narrative description of the knowledge, skills, and processes expected of pupils at different grade levels and at different performance levels on achievement tests.

(b) "Achievement test" means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(c) "California Assessment of Student Performance and Progress (CAASPP)" means the comprehensive assessment system, inclusive of consortium-developed assessments, that has the primary purpose of modeling and promoting high-quality teaching and instruction using a variety of assessment approaches and item types.

(d) "Census administration" means a test administration in which all pupils take comparable assessments of the same content and where results of individual performance are appropriate and meaningful to parents, pupils, and teachers.

(e) "Computer-adaptive assessment" means a computer-based test that utilizes a computer program to adjust the difficulty of test items throughout a testing session based on a test taker's responses to previous test items during that testing session.

(f) "Computer-based assessment" means a test administered using an electronic computing device.

(g) "Consortium" means a multistate collaborative organized to develop a comprehensive system of assessments or formative

tools such as described in Section 60605.7.

(h) "Constructed-response questions" means a type of assessment item that requires pupils to construct their own answers.

(i) "Content standards" means the specific academic knowledge, skills, and abilities that all public schools in this state are expected to teach, and all pupils are expected to learn, in reading, writing, mathematics, history-social science, foreign languages, visual and performing arts, and science, at each grade level tested.

(j) "Diagnostic assessment" means an assessment of particular knowledge or skills a pupil has or has not yet achieved for the purpose of informing instruction and making placement decisions.

(k) "End of course **examination**" means a comprehensive and challenging assessment of pupil achievement in a particular subject area or discipline.

(*l*) "Field test" means an assessment or assessment items administered to a representative sample of a population to ensure that the test or item produces results that are valid, reliable, and fair.

(m) "Formative assessment tools" means assessment tools and processes that are embedded in instruction and used by teachers and pupils to provide timely feedback for purposes of adjusting instruction to improve learning.

(n) "High-quality assessment" means an assessment designed to measure a pupil's knowledge of, understanding of, and ability to apply, critical concepts through the use of a variety of item types and formats, including, but not necessarily limited to, items that allow for constructed responses and items that require the completion of performance tasks. A high-quality assessment should have the following characteristics:

(1) Enable measurement of pupil achievement and pupil growth to the extent feasible.

(2) Be of high technical quality by being valid, reliable, fair, and aligned to standards.

(3) Incorporate technology where appropriate.

(4) Include the assessment of pupils with disabilities and English learners.

(5) Use, to the extent feasible, universal design principles, as defined in Section 3 of the federal Assistive Technology Act of 1998 (29 U.S.C. Sec. 3002) in its development and administration.

(o) "Interim assessment" means an assessment that is designed to be given at regular intervals throughout the school year to evaluate a pupil's knowledge and skills relative to a specific set of

academic standards, and produces results that can be aggregated by course, grade level, school, or local educational agency in order to inform teachers and administrators at the pupil, classroom, school, and local educational agency levels.

(p) "Local educational agency" means a county office of education, school district, state special school, or direct-funded charter school as described in Section 47651.

(q) "Matrix sampling" means administering different portions of a single assessment to different groups of pupils for the purpose of sampling a broader representation of content and reducing testing time.

* * *

(r) "Performance standards" are standards that define various levels of competence at each grade level in each of the curriculum areas for which content standards are established. Performance standards gauge the degree to which a pupil has met the content standards and the degree to which a school or school district has met the content standards.

(s) "Performance tasks" are a collection of questions or activities that relate to a single scenario that include pupil interaction with stimulus. Performance tasks are a means to assess more complex skills such as writing, research, and analysis.

(t) "Personally identifiable information" includes a pupil's name and other direct personal identifiers, such as the pupil's identification number. Personally identifiable information also includes indirect identifiers, such as the pupil's address and personal characteristics, or other information that would make the pupil's identity easily traceable through the use of a single or multiple data sources, including publicly available information.

(u) "Population sampling" means administering assessments to a representative sample of pupils instead of the entire pupil population. The sample of pupils shall be representative in terms of various pupil subgroups, including, but not necessarily limited to, English learners and pupils with disabilities.

(v) "Recently arrived English learner" means a pupil designated as an English learner who is in his or her first 12 months of attending a school in the United States.

(w) "State-determined assessment calendar" means the scheduling of assessments, exclusive of those subject area assessments listed in subdivision (b) of Section 60640, over several years on a predetermined schedule. Content areas and grades shall only be assessed after being publicly announced at least two school years in advance of the assessment.

(x) "Summative assessment" means an assessment designed to be given near the end of the school year to evaluate a pupil's knowledge and skills relative to a specific set of academic

standards.

SEC. 18. Section 60604 of the Education Code is amended to read:

<< CA EDUC § 60604 >>

60604. (a) The Superintendent shall design and implement, consistent with the timetable and plan required pursuant to subdivision (b), a statewide pupil assessment system consistent with the testing requirements of this article in accordance with the objectives set forth in Section 60602.5. That system shall include all of the following:

(1) Exclusive of the consortium assessments, a plan for producing or adopting valid, fair, and reliable achievement tests as recommended by the Superintendent and adopted by the state board pursuant to the ~~* * *~~ **California Assessment** of **Student** Performance and Progress **(CAASPP)** established by Article 4 (commencing with Section 60640).

(2) A plan for administering the consortium summative assessment as outlined by the joint agreement of the consortium.

(3) Statewide academically rigorous content and performance standards that reflect the knowledge and complex skills that pupils will need in order to succeed in the information-based, global economy of the 21st century. These skills shall not include personal behavioral standards or skills, including, but not limited to, honesty, sociability, ethics, or self-esteem.

(4) A statewide system that provides the results of testing in a manner that reflects the degree to which pupils are achieving the academically rigorous content and performance standards adopted by the state board.

(5) The alignment of assessment with the statewide academically rigorous content and performance standards adopted by the state board.

(6) The active, ongoing involvement of parents, classroom teachers, administrators, other educators, governing board members of school districts, business community members, institutions of higher education, and the public in all phases of the design and implementation of the statewide pupil assessment system.

(7) A plan for ensuring the security and integrity of the **CAASPP** assessments.

(8) The development of a contract or contracts with a contractor for the development or administration of achievement tests and performance tasks aligned to state-adopted content standards, including summative assessments or assessments that employ matrix sampling or population sampling methods.

(b) The Superintendent shall develop and annually update for the Legislature a five-year cost projection, implementation plan for the **CAASPP**, and a timetable for implementing the system described in Section 60640. The annual update shall be submitted on or before March 1 of each year to the Department of Finance, the state board, and the respective chairpersons of the appropriate fiscal subcommittees considering budget appropriations and the appropriate policy committees in each house. The update shall explain any significant variations from the five-year cost projection for the current year budget and the proposed budget.

(c) The Superintendent shall make resources available that are designed to assist with the interpretation and use of the **CAASPP** results to promote the use of the results for purposes of improving pupil learning and educational programs across the full curriculum. The Superintendent shall consider information already provided by assessment consortia to which California belongs or assessment contractors when fulfilling this requirement.

(d) The Superintendent shall make information and resources available to parents, teachers, pupils, administrators, school board members, and the public regarding the **CAASPP**, including, but not necessarily limited to, system goals, purposes, scoring systems, results, valid uses of assessments, and information on the relationship between performance on the previous state assessments and the **CAASPP**.

(e) The Superintendent and the state board shall consider comments and recommendations from teachers, administrators, pupil representatives, institutions of higher education, and the public in the development, adoption, and approval of assessment instruments.

(f) The results of the achievement tests, exclusive of the consortium summative assessments, administered pursuant to Article 4 (commencing with Section 60640), shall be returned to the local educational agencies within the period of time specified by the state board.

SEC. 19. Section 60607 of the Education Code is amended to read:

<< CA EDUC § 60607 >>

60607. (a) Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the * * * **California Assessment** of **Student** Performance and Progress **(CAASPP)**, or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course **examinations** he or she has taken, and the vocational education certification **examinations** he or she chose to take.

(b) It is the intent of the Legislature that local educational agencies and schools use the results of the academic achievement tests administered annually as part of the **CAASPP** to provide support to pupils and parents or guardians in order to assist pupils in strengthening their development as learners, and thereby to improve their academic achievement and performance in subsequent assessments.

(c)(1) Except for research provided for in **former** Section 49079.6, **as it read on December 31, 2013,** a pupil's results or a record of accomplishment shall be private, and may not be released to any person, other than the pupil's parent or guardian and a teacher, counselor, or administrator directly involved with the pupil, without the express written consent of either the parent or guardian of the pupil if the pupil is a minor, or the pupil if the pupil has reached the age of majority or is emancipated.

(2)(A) Notwithstanding paragraph (1), a pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission.

(B) Notwithstanding paragraph (1), the results of an individual pupil on the **CAASPP** may be released to a postsecondary educational institution for the purpose of credit, placement, or admission.

SEC. 20. Section 60611 of the Education Code is amended to read:

<< CA EDUC § 60611 >>

60611. A local educational agency, district superintendent of schools, or principal or teacher of any elementary or secondary school, including a charter school, shall not carry on any program for the sole purpose of test preparation of pupils for the statewide pupil assessment system or a particular test used in the statewide pupil assessment system. Nothing in this section prohibits the use of materials to familiarize pupils with item types or the computer-based testing environment used in the * * * **California Assessment** of **Student** Performance and Progress.

SEC. 21. Section 60630 of the Education Code is amended to read:

<< CA EDUC § 60630 >>

60630. (a) The Superintendent shall prepare and submit, and subsequently post on the Internet Web site of the department, an annual report to the state board containing an analysis of the results and test scores of the summative assessments administered pursuant to Section 60640. The Superintendent shall notify the state board and the appropriate policy and fiscal committees of the Legislature that the annual report is available on the Internet Web site of the department.

(b) The Superintendent shall post a periodic update on the implementation of the * * * **California Assessment** of **Student** Performance and Progress on the Internet Web site of the department, and notify the state board and the appropriate policy and fiscal committees of the Legislature that the update is available on the Internet Web site of the department.

SEC. 22. Section 60641 of the Education Code is amended to read:

<< CA EDUC § 60641 >>

60641. (a) The department shall ensure that local educational agencies comply with each of the following requirements:

(1) The achievement tests provided for in Section 60640 are scheduled to be administered to all pupils, inclusive of pupils enrolled in charter schools and exclusive of pupils exempted pursuant to Section 60640, during the period prescribed in subdivision (b) of Section 60640.

(2) For assessments that produce valid individual pupil results, the individual results of each pupil tested pursuant to Section 60640 shall be reported, in writing, to the parent or guardian of the pupil. The report shall include a clear explanation of the purpose of the test, the score of the pupil, and the intended use by the local educational agency of the test score. This subdivision does not require teachers or other local educational agency personnel to prepare individualized explanations of the test score of each pupil. It is the intent of the Legislature that nothing in this section shall preclude a school or school district from meeting the reporting requirement by the use of electronic media formats that secure the confidentiality of the pupil and the pupil's results. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the * * * **California Assessment** of **Student** Performance and Progress **(CAASPP)** assessments and the assessment scores and results from assessments that measured previously adopted content standards.

(3)(A) For assessments that produce valid individual pupil results, the individual results of each pupil tested pursuant to Section 60640 also shall be reported to the school and teachers of a pupil. The local educational agency shall include the test results of a pupil in his or her pupil records. However, except as provided in this section and Section 60607, personally identifiable pupil test results only may be released with the permission of either the pupil's parent or guardian if the pupil is a minor, or the pupil if the pupil has reached the age of majority or is emancipated.

(B) Notwithstanding subparagraph (A) and pursuant to subdivision (c) of Section 60607, a pupil or his or her parent or guardian may authorize the release of individual pupil results to a postsecondary educational institution for the purpose of credit, placement, determination of readiness for college-level coursework, or

admission.

(4) The districtwide, school-level, and grade-level results of the **CAASPP** in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting.

(b) The state board shall adopt regulations that outline a calendar for delivery and receipt of summative assessment results at the pupil, school, grade, district, county, and state levels. The calendar shall include delivery dates to the department and to local educational agencies. The calendar for delivery shall provide for the timely return of assessment results, and consider the amount of paper-and-pencil administered assessments and number of items requiring hand scoring. The calendar shall also ensure that individual assessment results are reported to local educational agencies within eight weeks of receipt by the contractor for scoring.

(c) Aggregated, disaggregated, or group scores or reports that include the results of the **CAASPP** assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results. Exclusive of the reports developed pursuant to Section 60630, in no case shall any group score or report be displayed that would deliberately or inadvertently make the score or performance of any individual pupil or teacher identifiable.

* * *

(d) The department shall ensure that pupils in grade 11, or parents or legal guardians of those pupils, may request results from grade 11 assessments administered as part of the **CAASPP** for the purpose of determining credit, placement, or readiness for college-level coursework be released to a postsecondary educational institution.

SEC. 23. Section 60643 of the Education Code is amended to read:

<< CA EDUC § 60643 >>

60643. (a) Notwithstanding any other law, the contractor or contractors of the achievement tests provided for in Section 60640 shall comply with all of the conditions and requirements of the contract to the satisfaction of the Superintendent and the state board.

(b)(1) The department shall develop, and the Superintendent and the state board shall approve, a contract or contracts to be entered into with a contractor in connection with the test provided for in Section 60640. The department may develop the contract through negotiations. In approving a contract amendment to the contract authorized pursuant to this section, the department, in consultation with the state board, may make material amendments to the contract that do not increase the contract cost. Contract amendments that increase contract costs may only be made with the approval of the department, the state board, and the Department of Finance.

(2) For purposes of the contracts authorized pursuant to this subdivision, the department is exempt from the requirements of Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code and from the requirements of Article 6 (commencing with Section 999) of Chapter 6 of Division 4 of the Military and Veterans Code. The department shall use a competitive and open process utilizing standardized scoring criteria through which to select a potential administration contractor or contractors for recommendation to the state board for consideration. The state board shall consider each of the following criteria:

(A) The ability of the contractor to produce valid and reliable scores.

(B) The ability of the contractor to report accurate results in a timely fashion.

(C) Exclusive of the consortium assessments, the ability of the contractor to ensure technical adequacy of the tests, inclusive of the alignment between the * * * **California Assessment** of **Student** Performance and Progress * * * tests and the state-adopted content standards.

(D) The cost of the assessment system.

(E) The ability and proposed procedures to ensure the security and integrity of the assessment system.

(F) The experience of the contractor in successfully conducting statewide testing programs in other states.

(3) The contracts shall include provisions for progress payments to the contractor for work performed or costs incurred in the performance of the contract. Not less than 10 percent of the amount budgeted for each separate and distinct component task provided for in each contract shall be withheld pending final completion of all component tasks by that contractor. The total amount withheld pending final completion shall not exceed 10 percent of the total contract price for that fiscal year.

(4) The contracts shall require liquidated damages to be paid by the contractor in the amount of up to 10 percent of the total cost

of the contract for any component task that the contractor through its own fault or that of its subcontractors fails to substantially perform by the date specified in the agreement.

(5) The contracts shall establish the process and criteria by which the successful completion of each component task shall be recommended by the department and approved by the state board.

(6) The contractors shall submit, as part of the contract negotiation process, a proposed budget and invoice schedule, that includes a detailed listing of the costs for each component task and the expected date of the invoice for each completed component task.

(7) The contract or contracts subject to approval by the Superintendent and the state board under paragraph (1) and exempt under paragraph (2) shall specify the following component tasks, as applicable, that are separate and distinct:

(A) Development of new tests or test items.

(B) Test materials production or publication.

(C) Delivery or electronic distribution of test materials to local educational agencies.

(D) Test processing, scoring, and analyses.

(E) Reporting of test results to the local educational agencies, including, but not necessarily limited to, all reports specified in this section.

(F) Reporting of valid and reliable test results to the department, including, but not necessarily limited to, the following electronic files:

(i) Scores aggregated statewide, and by county, school district, school, and grade.

(ii) Disaggregated scores based on English proficiency status, gender, ethnicity, socioeconomic disadvantage, foster care status, and special education designation.

(G) All other analyses or reports required by the Superintendent to meet the requirements of state and federal law and set forth in the agreement.

(H) Technology services to support the activities listed in subparagraphs (A) to (G), inclusive.

(I) Perform regular performance checks and load simulations to ensure the integrity and robustness of the technology system used to support the activities listed in subparagraphs (A) to (G), inclusive.

SEC. 24. Section 60643.6 of the Education Code is amended to

read:

<< CA EDUC § 60643.6 >>

60643.6. A local educational agency shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the ~~* * *~~ **California Assessment** of **Student** Performance and Progress.

SEC. 25. Section 60648 of the Education Code is amended to read:

<< CA EDUC § 60648 >>

60648. Exclusive of consortium summative assessments, the Superintendent shall recommend, and the state board shall adopt, performance standards on the ~~* * *~~ **California Assessment** of **Student** Performance and Progress summative tests administered pursuant to this article. The performance levels shall identify and establish the minimum performance required for meeting a particular achievement level expectation. Once adopted, these standards shall be reviewed by the state board every five years to determine whether adjustments are necessary.

SEC. 26. Section 60810 of the Education Code, as amended by Section 5 of Chapter 478 of the Statutes of 2013, is amended to read:

<< CA EDUC § 60810 >>

60810. (a)(1) The Superintendent shall review existing tests that assess the English language development of pupils whose primary language is a language other than English. The tests shall include, but not be limited to, an assessment of achievement of these pupils in English reading, speaking, and written skills. The Superintendent shall determine which tests, if any, meet the requirements of subdivisions (b) and (c). If any existing test or series of tests meets these criteria, the Superintendent, with approval of the state board, shall report to the Legislature on its findings and recommendations.

(2) If no suitable test exists, the Superintendent shall explore the option of a collaborative effort with other states to develop a test or series of tests and share test development costs. If no suitable test exists, the Superintendent, with approval of the state board, may contract to develop a test or series of tests that meets the criteria of subdivisions (b) and (c) or may contract to modify an existing test or series of tests so that it will meet the requirements of subdivisions (b) and (c).

(3) The Superintendent and the state board shall release a request for proposals for the development of the test or series of tests required by this subdivision. The state board shall select a contractor or contractors for the development of the test or series of tests required by this subdivision, to be available for

administration during the 2000–01 school year.

(4) The Superintendent shall apportion funds appropriated to enable school districts to meet the requirements of subdivision (d). The state board shall establish the amount of funding to be apportioned per test administered, based on a review of the cost per test.

(5) An adjustment to the amount of funding to be apportioned per test is not valid without the approval of the Director of Finance. A request for approval of an adjustment to the amount of funding to be apportioned per test shall be submitted in writing to the Director of Finance and the chairpersons of the fiscal committees of both houses of the Legislature with accompanying material justifying the proposed adjustment. The Director of Finance is authorized to approve only those adjustments related to activities required by statute. The Director of Finance shall approve or disapprove the amount within 30 days of receipt of the request and shall notify the chairpersons of the fiscal committees of both houses of the Legislature of the decision.

(b)(1) The test or series of tests developed or acquired pursuant to subdivision (a) shall have sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills. Pupils in kindergarten and grade 1 shall be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. The early literacy assessment shall be administered for a period of four years beginning after the initial administration of the assessment or until July 1, **2017**, whichever occurs **last**. Six months after the three administered assessments are collected, but no later than June 30, 2013, the department shall report to the Legislature on the administration of the kindergarten and grade 1 early literacy assessment results, as well as on the administrative process, in order to determine whether reauthorization of the early literacy assessment is appropriate.

(2) In the development and administration of the assessment for pupils in kindergarten and grade 1, the department shall minimize any additional assessment time, to the extent possible. To the extent that it is technically possible, items that are used to assess listening and speaking shall be used to measure early literacy skills. The department shall ensure that the test and procedures for its administration are age and developmentally appropriate. Age and developmentally appropriate procedures for administration may include, but are not limited to, one-on-one administration, a small group setting, and orally responding or circling a response to a question.

(c) The test or series of tests shall meet all of the following requirements:

(1) Provide sufficient information about pupils at each grade level to determine levels of proficiency ranging from no English

proficiency to fluent English proficiency with at least two intermediate levels.

(2) Have psychometric properties of reliability and validity deemed adequate by technical experts.

(3) Be capable of administration to pupils with any primary language other than English.

(4) Be capable of administration by classroom teachers.

(5) Yield scores that allow comparison of the growth of a pupil over time, can be tied to readiness for various instructional options, and can be aggregated for use in the evaluation of program effectiveness.

(6) Not discriminate on the basis of race, ethnicity, or gender.

(7) Be aligned with the standards for English language development adopted by the state board pursuant to Section 60811.

(8) Be age and developmentally appropriate for pupils.

(d) The test shall be used for the following purposes:

(1) To identify pupils who are limited English proficient.

(2) To determine the level of English language proficiency of pupils who are limited English proficient.

(3) To assess the progress of limited-English-proficient pupils in acquiring the skills of listening, reading, speaking, and writing in English.

(e)(1) A pupil in any of grades 3 to 12, inclusive, shall not be required to retake those portions of the test that measure English language skills for which he or she has previously tested as advanced within each appropriate grade span, as determined by the department in accordance with paragraph (8) of subdivision (c).

(2) Notwithstanding paragraph (1), a pupil in any of grades 10 to 12, inclusive, shall not be required to retake those portions of the test that measure English language skills for which he or she has previously tested as early advanced or advanced.

(3) This subdivision shall not be implemented until the test publisher's contract that is in effect on January 1, 2012, expires.

(4) This subdivision shall not be implemented unless and until the department receives written documentation from the United States Department of Education that implementation is permitted by federal law.

(f) This section shall remain in effect only until the Superintendent reports to the appropriate policy committees of the Legislature pursuant to paragraph (2) of subdivision (h) of Section 60810 as

added by the chapter that added this subdivision during the 2013–14 Regular Session, and as of January 1 of the following year, this section is repealed.

SEC. 27. (a) Section 3.5 of this bill incorporates amendments to Section 33540 of the Education Code proposed by both this bill and Senate Bill 897. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2015, (2) each bill amends Section 33540 of the Education Code, and (3) this bill is enacted after Senate Bill 897, in which case Section 3 of this bill shall not become operative.

(b) Sections 11.1 and 11.2 of this bill incorporate amendments to Section 52060 of the Education Code proposed by both this bill and Assembly Bill 2512. They shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2015, (2) each bill amends Section 52060 of the Education Code, and (3) this bill is enacted after Assembly Bill 2512, in which case Section 11 of this bill shall not become operative.

SEC. 28. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Footnotes

1 A.B. 1599 also added Section 52060.

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State of California
Office of Administrative Law

In re: **Board of Education**	**NOTICE OF APPROVAL OF EMERGENCY REGULATORY ACTION**
Regulatory Action: **Title 5, California Code of Regulations**	**Government Code Sections 11346.1 and 11349.6**
Adopt sections: **Amend sections: 850, 851, 852, 853, 853.5, 855, 857, 858, 859, 861, 862, 862.5, 863, 864** **Repeal sections: 854, 864.5, 865, 866, 867, 867.5, 868**	**OAL File No. 2014-0716-03 EE**

The State Board of Education submitted this emergency readopt action to maintain the regulatory changes made in OAL File No. 2014-0124-04E, which amended and repealed sections of Title 5 of the California Code of Regulations commencing with section 850 and ending with section 868. Education Code section 60640, as established by AB 484, effective January 1, 2014, deleted provisions that established the Standardized Testing and Reporting Program (STAR) and established the California Assessment of Student Performance and Progress (CAASPP).

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code.

This emergency regulatory action is effective on 7/23/2014 and will expire on 10/22/2014. The Certificate of Compliance for this action is due no later than 10/21/2014.

Date: 7/23/2014

Beverly J. Johnson
Deputy Director

For: DEBRA M. CORNEZ
Director

Original: Susan Burr
Copy: Hillary Wirick

Title 5. EDUCATION

Division 1. California Department of Education

Chapter 2. Pupils

Subchapter 3.75. California Assessment of Student Performance and Progress (CAASPP)

Article 1. General

§ 850. Definitions.

For the purposes of these regulations, the Measurement of Academic Performance and Progress assessment system (as established in Education Code section 60640 and known as "MAPP") shall be designated the California Assessment of Student Performance and Progress (CAASPP), and the following terms shall have the following meanings:

(a) "Accommodations" means supports documented in a pupil's individualized education program (IEP) or Section 504 Plan that are utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment and that do not fundamentally alter the comparability of scores.

(b) "Accessibility supports" means supports that may or may not (because they have not been previously identified) invalidate the measurement of the test; these supports are not universal tools, designated supports, or accommodations (e.g., read-a-loud of passages in grades 3 through 5). An LEA shall notify the CDE in writing prior to the use of the accessibility support(s).

(c) "Achievement tests" means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(d) "Alternate assessment" means an assessment as provided in Education Code section 60640(k) and its test materials developed to measure the level of performance for a pupil with disabilities who is unable to take the consortium summative assessment in English language arts and mathematics pursuant to Education Code section 60640(b)(1) or are unable to take an assessment of science pursuant to Education Code section 60640(b)(2), even with accommodations.

(e) "Assessment technology platform" means the electronic systems used to display items, accept item responses, store, deliver, score the tests and restrict access to

outside sources, as well as report and manage assessment results. Testing technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.

(f) "California Alternate Performance Assessment (CAPA)" is the alternate assessment and its test materials as provided in Education Code section 60640(k) for pupils with significant cognitive disabilities.

(g) "California Modified Assessment (CMA)" is the alternate assessment and its test materials for science based on modified achievement standards.

(h) "California Standards Tests (CSTs)" is the assessment and test materials that measure the degree to which pupils are achieving the state content standards pursuant to Education Code section 60605.

(i) "Computer-based tests (CBTs)" means tests administered using an electronic computing device.

(j) "Designated supports" are features that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators.

(k) "Eligible pupil," with the exception of subdivisions (1) through (3) below, is any pupil who is not exempt from participation in assessments pursuant to Education Code section 60615 or who is not a recently arrived English learner pupil exempt from participating in the English Language Arts assessment pursuant to Education Code section 60640(f)(1).

(1) For the primary language test, an eligible pupil is an English learner with a primary language for which a test is optional pursuant to Education Code section 60640.

(2) For CAPA, an eligible pupil is any pupil in grades 2 through 11, inclusive, who has an IEP that designates the use of the alternate assessment.

(3) For the CMA, an eligible pupil is any pupil in grades 5, 8, or 10, who has an IEP that designates the use of the modified assessment in science.

(l) "Embedded" means a support, whether a universal tool, designated support, or accommodation, that is part of the assessment technology platform for the computer-administered CAASPP tests.

(m) "Grade" means the grade in which the pupil is enrolled at the time of testing, as

determined by the local educational agency.

(n) "Local educational agency (LEA)" means a county office of education, school district, state special school, or direct-funded charter school as described in Education Code section 47651.

(o) "Non-embedded" means a support, whether a universal tool, designated support, or accommodation, that may be provided by the LEA and is not part of the assessment technology platform for the computer-administered CAASPP tests.

(p) "Nonpublic schools (NPS)" are nonpublic, nonsectarian schools as set forth in Education Code section 56034.

(q) "Primary language test" means a test as provided in Education Code sections 60640(b) and (c) and its test materials in each primary language for which a test is available for English learners. The primary language test is the Standards-based Tests in Spanish (STS).

(r) "Recently arrived English learner" means a pupil designated as an English learner who is in his or her first 12 months of attending a school in the United States.

(s) "Scribe" is an employee of the LEA or a person assigned by an NPS to implement a pupil's IEP who has signed a CAASPP Test Security Affidavit and is required to transcribe a pupil's responses to the format required by the test. A pupil's parent or guardian is not eligible to be the pupil's scribe.

(t) A "significant medical emergency" is a significant accident, trauma, or illness (mental or physical) that precludes a pupil from taking the achievement tests. An accident, trauma, or illness is significant if the pupil has been determined by a licensed physician to be unable to participate in the tests.

(u) "Smarter-Balanced Assessment Consortium (Smarter Balanced)" is the multi-state consortium responsible for the development of the English language arts and mathematics summative assessments administered pursuant to Education Code section 60640(b)(1) and the interim assessments and formative assessment tools administered pursuant to Education Code section 60642.6.

(v) "Standards-based Tests in Spanish (STS)" are the achievement tests and test materials that are administered as the primary language test as provided in Education Code sections 60640(b) and (c) for pupils whose primary language is Spanish.

(w) "Test examiner" is an employee or contractor of an LEA or an NPS who has

been trained to administer the tests and has signed a CAASPP Test Security Affidavit. For the alternate assessment, the test examiner must be a certificated or licensed school, district, or county staff member.

(x) "Test materials" include, but are not limited to, administration manuals, administrative materials, test booklets, assessment technology platform, practice tests, scratch paper, and test answer documents, as part of the administration of the CAASPP tests.

(y) "Test proctor" is an employee of an LEA, or a person assigned by an NPS to implement a pupil's IEP or Section 504 Plan, who has signed a CAASPP Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests within the CAASPP assessment system.

(z) "Translator" is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to section 853.5, who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the assessments pursuant to Education Code section 60640. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:

(1) an employee of an LEA;

(2) an employee of the NPS; or

(3) a person supervised by an employee of an LEA or an employee of the NPS.

(aa) "Universal tools" are accessibility features of the CAASPP tests that are available to all pupils.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 47605, 47605.8, 47651, 56034, 60603, 60604, 60605, 60615, 60640, 60642.5 and 60642.6, Education Code; 34 C.F.R. Sections 200.1(d), (e) and (f), 300.160; 5 CCR 11967.6.

Article 2. Achievement Tests and Any Primary Language Test

§ 851. Pupil Testing.

(a) LEAs shall administer the achievement tests and may administer the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in an LEA on the date testing begins in the pupil's school or LEA.

(b) No later than start of the 2014-2015 school year, for the purposes of the CAASPP assessment system, a charter school which is not direct-funded pursuant to Education Code section 47651 shall test with, dependent on, the LEA that granted the charter or was designated the oversight agency by the local governing board.

(c) LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

(d) No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 47651, 48645.1, 60603, 60605 and 60640, Education Code.

§ 852. Pupil Exemptions.

(a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.

(b) The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children.

NOTE: Authority cited: Sections 33031 and 60640, Education Code. Reference: Sections 60604, 60605, 60607, 60612, 60615, 60640 and 60641, Education Code.

§ 853. Administration.

(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in section 853.5. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

(b) If available, an LEA may utilize a paper-pencil version of any CBT of the CAASPP assessment system, in accordance with Education Code section 60640(e), if the LEA identifies the pupils that are unable to access the CBT version of the test.

(c) Interim assessments and formative assessment tools shall be made available to LEA(s) for use during the school year. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment and formative assessment tools is the responsibility of the LEA.

NOTE: Authority cited: Sections 33031 and 60640, Education Code. Reference: Sections 60603, 60605, 60611, 60640 and 60642.6, Education Code.

§ 853.5. Use of Universal Tools, Designated Supports, and Accommodations.

(a) All pupils (including English learners and students with disabilities) shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;

(2) calculator for specific mathematic items;

(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task – pupil long essay(s) not short paragraph responses);

(5) English glossary for reading, writing, listening, and mathematics;

(6) expandable passages for reading, writing, listening, and mathematics;

(7) global notes for writing (ELA-performance task – pupils long essay(s) not short paragraph responses);

(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;

(10) mark for review for reading, writing, listening, and mathematics;

(11) math tools for specific mathematics items;

(12) spell check for specific writing items;

(13) strikethrough for reading, writing, listening, and mathematics;

(14) writing tools for specific pupil generated responses; or

(15) zoom for reading, writing, listening, and mathematics.

(b) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) breaks;

(2) English dictionary for ELA performance task – pupil long essay(s) not short paragraph responses;

(3) scratch paper;

(4) thesaurus for ELA performance task – pupil long essay(s) not short paragraph responses;

(5) color overlay for science and primary language test;

(6) math tools (i.e., ruler, protractor) for specific mathematics items;

(7) simplify or clarify test administration directions (does not apply to test questions); or

(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

(c) All pupils (including English learners and students with disabilities) shall be permitted the following embedded designated supports, unless otherwise designated,

when determined for use by an educator or group of educators, on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;

(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics and reading items not passages;

(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;

(6) translations (stacked) for mathematics; or

(7) turn off any universal tool for reading, writing, listening, and mathematics.

(d) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics and reading items not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting for reading, writing, listening, and mathematics;

(10) translations (glossary) for mathematics, science and primary language test;

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones); or

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture.

(e) The following embedded accommodations shall be provided on the CAASPP

tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:

(1) American Sign Language for listening and mathematics;

(2) braille for reading, writing, listening, and mathematics;

(3) closed captioning for listening; or

(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11.

(f) The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:

(1) read aloud for primary language test;

(2) American Sign Language for listening, mathematics, and science;

(3) braille for paper-pencil tests;

(4) abacus for mathematics and science;

(5) alternate response options for reading, writing, listening, and mathematics;

(6) calculator for specific mathematics items;

(7) multiplication table for mathematics beginning in grade 4;

(8) print on demand for reading, writing, listening, and mathematics;.

(9) read aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate braille skills;

(10) scribe for writing, science, and primary language test;

(11) speech-to-text;

(12) large-print version of a paper-pencil test;

(13) separate setting for science and primary language test; or

(14) administration of the test at the most beneficial time of day to the pupil.

(g) An LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an accessibility support. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:

(1) LEA name and CDS code;

(2) school/test site and school code;

(3) school/test site address, city, and zip code;

(4) LEA CAASPP coordinator name, phone number, and email address;

(5) CAASPP test site coordinator name, phone number, and email address;

(6) school/test site testing window dates;

(7) SSID(s) for the pupil(s) for which the accessibility support is being requested;

(8) CAASPP test and grade; and

(9) the accessibility support being requested.

(h) Accessibility supports that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with accessibility supports that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded accessibility supports have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:

(1) English dictionary for reading, listening, mathematics, science, and primary language;

(2) thesaurus for reading, listening, mathematics, science and primary language;

(3) translated test directions for reading, writing, or listening;

(4) bilingual dictionary for reading, listening, mathematics, science and primary language;

(5) translations (glossary) for reading, writing, and listening;

(6) read aloud for reading passages in grades 3, 4, and 5;

(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;

(8) calculator for non-specified mathematics items or science;

(9) math tools (i.e., ruler, protractor) for non-specified mathematics items; and

(10) multiplication table for mathematics in grade 3.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60605 and 60640, Education Code; 34 C.F.R. Sections 200.1 and 300.160(b).

§ 854. Advance Preparation for the Tests. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60611 and 60640, Education Code.

§ 855. Testing Period.

(a)(1) For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

(2) For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. If an LEA elects to administer the primary language test, it shall do so during this same testing window.

(b) Beginning in the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) shall be administered to each pupil during the following testing windows:

(1) Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing.

(2) For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th

instructional day. This allows for a 7-week window for testing.

(3) The CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during this same window as these tests.

(c) The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60605, 60640, 60641 and 60642.5, Education Code.

§ 857. LEA CAASPP Coordinator.

(a) On or before September 30 of each school year, the superintendent of each LEA shall:

(1) designate from among the employees of the LEA an LEA CAASPP coordinator;

(2) identify school with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 29 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP

assessment system.

(c) The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 47079.5, 52052, 60604, 60605, 60610, 60630, 60640 and 60643, Education Code.

§ 858. CAASPP Test Site Coordinator.

(a) At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 29 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.

(b) The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests.

(c) The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference:

Sections 60602.5, 60604, 60605, 60610, 60630 and 60640, Education Code.

§ 859. CAASPP Test Security Agreement and Test Security Affidavit.

(a) All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, set forth in subdivision (b), before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(b) The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For the CAPA test, I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or

when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.

Signed:

Print Name:

Title:

LEA:

Date:

(c) All test examiners, proctors, translators, scribes, and any other persons having access to any of the tests and test materials, assessment technology, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the

CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone.

(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.

(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.

(D) I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format.

(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.

(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the computer system.

(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.

(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their

responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.

(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.

(10) If I will administer and/or observe the administration of CAPA, which means that I am a certificated or a licensed LEA employee and a trained CAPA Examiner, I will keep all the CAPA materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.

(11) I will actively supervise pupils throughout the testing session to make sure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (embedded and/or non-embedded universal tools, designated supports, or accommodations) needed for the test being administered.

(12) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.

(13) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed:

Print Name:

Position:

School:

LEA:

Date:

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60602.5, 60605 and 60640, Education Code.

§ 861. Data Elements for Test Registration and State and Federal Reporting.

(a) In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS).

(b) In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:

(1) if an eligible pupil is not tested due to a significant medical emergency;

(2) if a pupil used an accommodation(s);

(3) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);

(4) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and

(5) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.

(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 49079.5, 52052, 60605, 60630, 60640, 60641 and 60643, Education Code; 7 C.F.R. Sections 245.2(a)(1)-(4), 245.3 and 245.6.

§ 862. Apportionment Information Report.

(a) Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:

(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.

(2) The number of pupils in each school and in the LEA tested with the alternate assessment.

(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.

(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.

(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.

(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).

(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.

(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:

(1) The LEA has returned all secure test materials, and

(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either;

(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or

(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60610, 60615, 60640 and 60641, Education Code.

§ 862.5. Apportionment to LEAs.

(a) The amount of funding to be apportioned to the LEA, shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:

(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.

(2) All expenses incurred at the LEA and school/test site(s) related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.

(4) All costs associated with transmitting the pupil report(s) to parents/guardians.

(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.

(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60640 and 60643, Education Code.

§ 863. CAASPP Pupil Reports and Cumulative Record Labels.

(a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.

(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.

(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 49062, 49068, 60607, 60640, and 60641, Education Code.

§ 864. LEA Compliance with Contractor Requirements.

(a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.

(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:

(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and

(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

NOTE: Authority cited: Sections 33031, 60605, 60613 and 60640, Education Code. Reference: Sections 60605, 60610, 60640, 60641 and 60643, Education Code; 20 U.S.C. Section 1232g; and 34 C.F.R. Section 99.3.

§ 864.5. Test Order Information. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

§ 865. Transportation. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Section 60640, Education Code.

§ 866. School District Delivery. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640, 60642.5 and 60643, Education Code.

§ 867. Test Site Delivery and Return. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640 and 60642.5, Education Code.

§ 867.5. Retrieval of Materials by Contractor. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640, 60642.5 and 60643, Education Code.

§ 868. Discrepancy Resolution for Standards-based Achievement Tests and Any Primary Language Test. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

Title 5. EDUCATION

Division 1. California Department of Education

Chapter 2. Pupils

Subchapter 3.75. California Assessment of Student Performance and Progress (CAASPP)

Article 1. General

§ 850. Definitions.

For the purposes of these regulations, the Measurement of Academic Performance and Progress assessment system (as established in Education Code section 60640 and known as "MAPP") shall be designated the California Assessment of Student Performance and Progress (CAASPP), and the following terms shall have the following meanings:

(a) "Accommodations" means ~~supports~~ resources documented in a pupil's individualized education program (IEP) or Section 504 Plan which the pupil regularly uses in the classroom for instruction and/or assessments(s) and that are either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment ~~and that do not.~~ Accommodations cannot fundamentally alter the comparability of scores.

~~(b) "Accessibility supports" means supports that may or may not (because they have not been previously identified) invalidate the measurement of the test; these supports are not universal tools, designated, supports, or accommodations (i.e., read-a-loud of passages in grades 3 through 5). An LEA shall notify the CDE in writing prior to the use of the accessibility support(s).~~

(b)~~(c)~~ "Achievement tests" means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(c) "Adaptive engine" refers to the mechanism utilized in a computer-adaptive assessment that adjusts the difficulty of grade-level test questions throughout an assessment based on student responses.

(d) "Alternate assessment" means an assessment as provided in Education Code section 60640(k) and its test materials developed to measure the level of performance for a pupil with disabilities who is unable to take the consortium summative assessment in English language arts and mathematics pursuant to Education Code section

60640(b)(1) or are unable to take an assessment of science pursuant to Education Code section 60640(b)(2), even with ~~accommodations~~ resources.

(e) "Assessment delivery system" means a set of web applications that manage the registration of pupils for tests, the delivery of those tests to the pupils, scoring of test items, integration of item scores into an overall test score, and delivery of scores to the Data Warehouse.

(f)~~(e)~~ "Assessment technology platform" means the electronic systems used to display items, accept item responses, store, deliver, score the tests and restrict access to outside sources, as well as report and manage assessment results. ~~Testing~~ Assessment technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.

(g)~~(f)~~ "California Alternate Performance Assessment (CAPA)" is the alternate assessment and its test materials as provided in Education Code section 60640(k) for pupils with significant cognitive disabilities.

(h)~~(g)~~ "California Modified Assessment (CMA)" is the alternate assessment and its test materials for science based on modified achievement standards.

(i)~~(h)~~ "California Standards Tests (CSTs)" is the assessment and its test materials that measure the degree to which pupils are achieving the state content standards pursuant to Education Code section 60605.

~~(i) "Computer-based tests (CBTs)" means tests administered using an electronic computing device.~~

(j) "Data Warehouse" means a comprehensive storehouse of all Smarter Balanced test registrations and results and a system to generate reports on, or extracts of, that data.

(k)~~(j)~~ "Designated supports" are ~~features~~ resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan.

(l)~~(k)~~ "Eligible pupil," with the exception of subdivisions (1) through (3) below, is any pupil taking an assessment pursuant to Education Code section 60640, who is not

exempt from participation in assessments pursuant to Education Code section 60615 or who is not a recently arrived English learner pupil exempt from participating in the English Language Arts assessment pursuant to Education Code section 60640(f)(1).

(1) For the primary language test, an eligible pupil is an English learner with a primary language for which a test is optional pursuant to Education Code section 60640.

(2) For CAPA, an eligible pupil is any pupil in grades 2 through 11, inclusive, who has an IEP that designates the use of the alternate assessment.

(3) For the CMA, an eligible pupil is any pupil in grades 5, 8, or 10, who has an IEP that designates the use of the modified assessment in science.

(m)~~(l)~~ "Embedded" means a ~~support~~ resource, whether a universal tool, designated support, or accommodation, that is part of the assessment technology platform for the computer-based ~~administered~~ CAASPP tests.

(n)~~(m)~~ "Grade" means the grade in which the pupil is enrolled at the time of testing, as determined by the local educational agency.

(o) "Individualized aid" means a type of resource that a pupil regularly uses in a classroom for instruction and/or assessment that has not been previously identified as a universal tool, designated support or accommodation. Because an individualized aid has not been previously identified as a universal tool, designated support or accommodation, it may or may not invalidate the measurement of the test(s).

(p)~~(n)~~ "Local educational agency (LEA)" means a county office of education, school district, state special school, or direct-funded charter school as described in Education Code section 47651. LEA superintendent, for purposes of these regulations, includes an administrator of a direct-funded charter school.

(q)~~(o)~~ "Non-embedded" means a ~~support~~ resource, whether a universal tool, designated support, or accommodation, that may be provided by the LEA and is not part of the assessment technology platform for the computer-based ~~administered~~ CAASPP tests.

(r)~~(p)~~ "Nonpublic schools (NPS)" are nonpublic, nonsectarian schools as set forth in Education Code section 56034.

(s)~~(q)~~ "Primary language test" means a test as provided in Education Code sections 60640(b) and (c) and its test materials in each primary language for which a test is

available for English learners. The primary language test is the Standards-based Tests in Spanish (STS).

(t) "Pupil" refers to a student enrolled in a California public school.

(u)~~(r)~~ "Recently arrived English learner" means a pupil designated as an English learner who is in his or her first 12 months of attending a school in the United States as specified in Education Code section 60603(v).

(v) "Registration system" means the mechanism that provides administrators with the tools to manage users and pupils participating in CAASPP computer-based assessments. The engine uses a role-specific design to restrict access to certain tasks based on the user's designated role as well as manage pupils' default test settings, designated supports, and accommodations.

(w) "Resource(s)" refers to a universal tool, designated support, accommodation, and/or an individualized aid.

(x)~~(s)~~ "Scribe" is an employee of the LEA or a person assigned by an NPS to implement a pupil's IEP who has signed a CAASPP Test Security Affidavit and ~~is required~~ has received training to transcribe a pupil's responses to the format required by the test. A pupil's parent or guardian is not eligible to be the pupil's scribe.

(y)~~(t)~~ A "significant medical emergency" is a significant accident, trauma, or illness (mental or physical) that precludes a pupil from taking the achievement tests. An accident, trauma, or illness is significant if the pupil has been determined by a licensed physician to be unable to participate in the tests.

(z)~~(u)~~ "Smarter Balanced Assessment Consortium (Smarter Balanced)" is the multi-state consortium responsible for the development of the English language arts and mathematics summative assessments administered pursuant to Education Code section 60640(b)(1) and the interim assessments and formative assessment tools administered pursuant to Education Code section 60642.6.

(aa)~~(v)~~ "Standards-based Tests in Spanish (STS)" are the achievement tests and its test materials that are administered at the option of the LEA as the primary language test as provided in Education Code sections 60640(b) and (c) for pupils whose primary language is Spanish or to pupils enrolled in a dual immersion program that includes Spanish.

(ab) "Streamlining" means an accommodation on a computer-based assessment

that provides an alternate display of an item, stacked into instructions, stimuli, and response choices.

(ac)~~(w)~~ "Test examiner" is an employee or contractor of an LEA or an NPS who has signed a CAASPP Test Security Affidavit and has received ~~been trained~~ training to administer the tests ~~and has signed a CAASPP Test Security Affidavit~~. For an ~~the~~ alternate assessment, the test examiner must be a certificated or licensed school, district, or county staff member.

(ad)~~(x)~~ "Test materials" include, but are not limited to, administration manuals, administrative materials, test booklets, assessment technology platform, practice tests, scratch paper, and test answer documents~~, as part of the administration of the CAASPP tests~~.

(ae)~~(y)~~ "Test proctor" is an employee of an LEA, or a person assigned by an NPS to implement a pupil's IEP or Section 504 Plan, who has signed a CAASPP Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests ~~within the CAASPP assessment system~~.

(af)~~(z)~~ "Translator" is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to sections 853.5 and 853.7, who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the assessments pursuant to Education Code section 60640. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:

(1) an employee of an LEA;

(2) an employee of the NPS; or

(3) a person supervised by an employee of an LEA or an employee of the NPS.

(ag)~~(aa)~~ "Universal tools" are resources ~~accessibility features~~ of the CAASPP tests that are available to all pupils.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 306, 47605, 47605.8, 47651, 56034, 60603, 60604, 60605, 60615, 60640, 60642.5 and 60642.6, Education Code; 34 C.F.R. Sections 200.1(d), ~~200.1~~(e) and ~~200.1~~(f) and 300.160; 5 CCR 11967.6.

Article 2. Achievement Tests and Any Primary Language Test

§ 851. Pupil Testing.

(a) LEAs shall administer the achievement tests and may administer the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in an LEA on the date testing begins in the pupil's school or LEA.

(b) No later than start of the 2014-2015 school year, for the purposes of the CAASPP assessment system, a charter school which is not an LEA as defined in ~~direct-funded pursuant to~~ Education Code section ~~47651~~ 60603(o) shall test with, dependent on, the LEA that granted the charter or was designated the oversight agency by the ~~local governing board~~ State Board of Education (SBE).

(c) LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

(d) No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 47651, 48645.1, 60603, 60605 and 60640, Education Code.

§ 852. Pupil Exemptions.

(a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.

(b) The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the

pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children.
NOTE: Authority cited: Sections 33031 and 60640, Education Code. Reference: Sections 60604, 60605, 60607, 60612, 60615, 60640 and 60641, Education Code.

§ 853. Administration.

(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5 and 853.7. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

(b) The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine.

(c)~~(b)~~ If available, an LEA may utilize a paper-pencil version of any ~~CBT~~ computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code section 60640(e), and if the LEA identifies the pupils that are unable to access the ~~CBT~~ CBA version of the test.

(d)~~(c)~~ Interim assessments and formative assessment tools shall be made available to LEA(s) for use ~~during the school year~~. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment ~~and formative assessment tools~~ is the responsibility of the LEA.
NOTE: Authority cited: Sections 33031 and 60640, Education Code. Reference:

Sections 60602.5, 60603, 60605, 60611, 60640 and 60642.6, Education Code.

§ 853.5. Use of Universal Tools, Designated Supports, and Accommodations.

(a) All pupils ~~(including English learners and students with disabilities)~~ shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;

(2) calculator for specific mathematic items;

(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task – pupil long essay(s) not short paragraph responses);

(5) English glossary for reading, writing, listening, and mathematics;

(6) expandable passages for reading, writing, listening, and mathematics;

(7) global notes for writing (ELA-performance task – pupils long essay(s) not short paragraph responses);

(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;

(10) mark for review for reading, writing, listening, and mathematics;

(11) math tools for specific mathematics items;

(12) spell check for specific writing items;

(13) strikethrough for reading, writing, listening, and mathematics;

(14) writing tools for specific pupil generated responses; or

(15) zoom for reading, writing, listening, and mathematics.

(b) All pupils ~~(including English learners and students with disabilities)~~ shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) breaks;

(2) English dictionary for ELA performance task – pupil long essay(s) not short paragraph responses;

(3) scratch paper;

(4) thesaurus for ELA performance task – pupil long essay(s) not short paragraph

responses;

(5) color overlay for science and primary language test;

(6) math tools (i.e., ruler, protractor) for specific mathematics items;

(7) simplify or clarify test administration directions (does not apply to test questions); or

(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

(c) All pupils ~~(including English learners and students with disabilities)~~ shall be permitted the following embedded designated supports~~, unless otherwise designated,~~ when determined for use by an educator or group of educators~~,~~ or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;

(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;

(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;

(6) translations (stacked) for mathematics; or

(7) turn off any universal tool for reading, writing, listening, and mathematics.

(d) All pupils ~~(including English learners and students with disabilities)~~ shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators~~,~~ or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting ~~for reading, writing, listening, and mathematics~~;

(10) translations (glossary) for mathematics~~, science and primary language test~~; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones); ~~or~~

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture~~.~~;

(13) translations (glossary) for science and primary language test; or

(14) administration of the test at the most beneficial time of day for the pupil.

(e) The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:

(1) American Sign Language for listening and mathematics;

(2) braille for reading, writing, listening, and mathematics;

(3) closed captioning for listening; ~~or~~

(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or

(5) streamlining for reading, writing, listening, and mathematics.

(f) The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:

(1) read aloud for primary language test;

(2) American Sign Language for listening, mathematics, and science;

(3) braille for paper-pencil tests;

(4) abacus for mathematics and science;

(5) alternate response options for reading, writing, listening, and mathematics;

(6) calculator for specific mathematics items;

(7) multiplication table for mathematics beginning in grade 4;

(8) print on demand for reading, writing, listening, and mathematics;

(9) read aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate braille skills;

(10) scribe for writing, science, and primary language test;

(11) speech-to-text; or

(12) large-print version of a paper-pencil test~~;~~.

~~(13) separate setting for science and primary language test; or~~

~~(14) administration of the test at the most beneficial time of day to the pupil.~~

(g) An LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an ~~accessibility support~~ individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:

(1) LEA name and CDS code;

(2) school/test site and school code;

(3) school/test site address, city, and zip code;

(4) LEA CAASPP coordinator name, phone number, and email address;

(5) CAASPP test site coordinator name, phone number, and email address;

(6) school/test site testing window dates;

(7) SSID(s) for the pupil(s) for which the ~~accessibility support~~ individualized aid is being requested;

(8) CAASPP test and grade; and

(9) the ~~accessibility support~~ individualized aid being requested.

(h) ~~Accessibility supports~~ Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with ~~accessibility supports~~ individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded ~~accessibility supports~~

individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:

(1) English dictionary for reading, listening, mathematics, science, and primary language;

(2) thesaurus for reading, listening, mathematics, science and primary language;

(3) translated test directions for reading, writing, or listening;

(4) bilingual dictionary for reading, listening, mathematics, science and primary language;

(5) translations (glossary) for reading, writing, and listening;

(6) read aloud for reading passages in grades 3, 4, and 5;

(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;

(8) calculator for non-specified mathematics items or science;

(9) math tools (i.e., ruler, protractor) for non-specified mathematics items; and

(10) multiplication table for mathematics in grade 3.

(i) If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60605 and 60640, Education Code; 34 C.F.R. Sections 200.1 and 300.160(b).

§ 853.7. Use of Designated Supports for English Learners.

(a) An English learner (EL) shall be permitted the following embedded designated supports, when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;

(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics and reading items, but not

passages;

(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;

(6) translations (stacked) for mathematics; or

(7) turn off any universal tool for reading, writing, listening, and mathematics.

(b) An EL shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting;

(10) translations (glossary) for mathematics (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (a));

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;

(13) translations (glossary) for science and primary language test; or

(14) administration of the test at the most beneficial time of day for the pupil.

NOTE: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 306, 60605 and 60640, Education Code; 34 C.F.R. Section 200.2.

§ 854. Advance Preparation for the Tests. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60611 and 60640, Education Code.

§ 855. Testing Period.

(a)(1) For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

(2) For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. If an LEA elects to administer the primary language test, it shall do so during this same testing window.

(b) Beginning in the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) shall be administered to each pupil during the following testing windows:

(1) Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing.

(2) For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

(3) The CST and CMA for science in grades 5, 8, and 10, and CAPA<u>, or its successor alternate assessment,</u> for ELA and mathematics in grades 2 through 11 and

science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during ~~this~~ the same window ~~as these tests~~.

(c) The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60605, 60640, 60641 and 60642.5, Education Code.

§ 857. LEA CAASPP Coordinator.

(a) On or before September 30 of each school year, the superintendent of each LEA shall:

(1) designate from among the employees of the LEA an LEA CAASPP coordinator;

(2) identify school(s) with pupils unable to access the ~~CBT~~ CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the ~~CBT~~ CBA version of a CAASPP test.

(b) The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September ~~29~~ 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system.

(c) The LEA CAASPP coordinator's responsibilities shall be those defined in the

contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 47079.5, 52052, 60604, 60605, 60610, 60630, 60640 and 60643, Education Code.

§ 858. CAASPP Test Site Coordinator.

(a) At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September ~~29~~ 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.

(b) The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests.

(c) The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes.

(d) The CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are correctly entered into the registration system and provided to the pupil(s) identified to receive the

1 designated supports and/or accommodations.
2 NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference:
3 Sections 60602.5, 60604, 60605, 60610, 60630 and 60640, Education Code.
4
5 **§ 859. CAASPP Test Security Agreement and Test Security Affidavit.**
6 (a) All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the
7 CAASPP Test Security Agreement, set forth in subdivision (b), before receiving any of
8 the test materials or tests administered pursuant to Education Code section 60640.
9 (b) The CAASPP Test Security Agreement shall be as follows:
10 CAASPP TEST SECURITY AGREEMENT
11 I acknowledge by my signature on this form that the California Assessment of
12 Student Performance and Progress (CAASPP) tests pursuant to Education Code
13 section 60640 are secure tests and agree to each of the following conditions to ensure
14 test security:
15 (1) I will take all necessary precautions to safeguard all tests and test materials,
16 whether paper-based or computer-based assessments, by limiting access to only
17 persons within the LEA who are responsible for, and have professional interest in, the
18 tests' security.
19 (2) I will keep on file the names of all persons who have been trained in the
20 administration of CAASPP tests and all persons with access to tests and test materials,
21 whether paper-based or computer-based assessments. I have and shall have all other
22 persons having access to the tests and test materials read and sign the CAASPP Test
23 Security Affidavit that will be kept on file in the LEA office.
24 (3) Except during the administration of the tests, I will keep the paper-pencil tests,
25 and their test materials in a securely locked room that can be entered only with a key or
26 keycard and, when possible, in a locked storage cabinet within that room.
27 (4) I will securely destroy all print-on-demand papers, scratch paper, and other
28 documents as prescribed within the contractor's(s') or consortium's administrative
29 manuals and documentation.
30 (5) With the exception of subdivision (6) below, I will deliver tests and test materials
31 or allow electronic access thereto, only on actual testing dates and only to those
32 persons who have executed CAASPP Test Security Affidavits.

(6) For ~~the CAPA test~~ an alternate assessment (CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.

Signed: _____

Print Name: _____

Title: _____

LEA: _____

Date: _____

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without

prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.

(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.

(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.

~~(D) I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format.~~

(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.

(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the ~~computer system~~ assessment delivery system.

(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time,

including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.

(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.

(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.

(10) If I will administer and/or observe the administration of an alternate assessment (CAPA or its successor alternate assessment) ~~CAPA~~, which means that I am a certificated or a licensed LEA employee and a trained ~~CAPA E~~examiner, I will keep all the alternate assessment (CAPA or its successor alternate assessment) ~~CAPA~~ materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.

(11) I will actively supervise pupils throughout the paper-pencil testing session to ~~make~~ ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (~~embedded and/or~~ non-embedded universal tools, designated supports, ~~or~~ accommodations, or individualized aids) needed for the test being administered.

(12) I will actively supervise pupils throughout the testing session and verify that pupils have selected the appropriate assessment for the testing session and have completed any necessary preceeding test sections and/or classroom activities.

(13)~~(12)~~ I will administer the test(s) in accordance with the directions for test

administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.

(14)~~(13)~~ I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____

Print Name: _____

Position: _____

School: _____

LEA: _____

Date: _____

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60602.5, 60605 and 60640, Education Code.

§ 861. Data Elements for Test Registration and State and Federal Reporting.

(a) In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS).

(b) In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:

(1) if an eligible pupil is not tested due to a significant medical emergency;

(2) if a pupil used a designated support;

(3) if a pupil used an individualized aid;

(4)~~(2)~~ if a pupil used an accommodation(s);

(5)~~(3)~~ if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);

(6)~~(4)~~ if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and

(7)~~(5)~~ if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.

(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 49079.5, 52052, 60605, 60630, 60640, 60641 and 60643, Education Code; 7 C.F.R. Sections 245.2(a)(1)-(4), 245.3 and 245.6.

§ 862. Apportionment Information Report.

(a) Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:

(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.

(2) The number of pupils in each school and in the LEA tested with the alternate assessment.

(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.

(5) The number of pupils who were administered any portion of the CAASPP

assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.

(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.

(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).

(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.

(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:

(1) The LEA has returned all secure test materials, and

(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either;

(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or

(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60610, 60615, 60640 and 60641, Education Code.

§ 862.5. Apportionment to LEAs.

(a) The amount of funding to be apportioned to the LEA~~,~~ shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:

(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.

(2) All expenses incurred at the LEA and school/test site(s) related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.

(4) All costs associated with transmitting the pupil report(s) to parents/guardians.

(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.

(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60640 and 60643, Education Code.

§ 863. CAASPP Pupil Reports and Cumulative Record Labels.

(a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.

(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.

(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities.

NOTE: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 49062, 49068, 60607, 60640, and 60641, Education Code.

§ 864. LEA Compliance with Contractor Requirements.

(a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.

(b) In order for the state to meet its obligations in the development, administration,

and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:

(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and

(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

NOTE: Authority cited: Sections 33031, 60605, 60613 and 60640, Education Code. Reference: Sections 60605, 60610, 60640, 60641 and 60643, Education Code; 20 U.S.C. Section 1232g; and 34 C.F.R. Section 99.3.

§ 864.5. Test Order Information. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

§ 865. Transportation. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640, 60642.5 and 60643, Education Code.

§ 867. Test Site Delivery and Return. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640 and 60642.5, Education Code.

§ 867.5. Retrieval of Materials by Contractor. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640, 60642.5 and 60643, Education Code.

§ 868. Discrepancy Resolution for Standards-based Achievement Tests and Any Primary Language Test. [REPEALED]

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

8-22-14 [California Department of Education]

NETSCAN

2014 CA REG TEXT 350845 (NS)

California Regulation Text - Netscan
5 CA ADC 850, 851, 852, 853, 854, 855, 857, 858, 859, 861, 862, 863, 864, 865, 866, 867, 868; 5 CA ADC 853.5, 7; 5 CA ADC 862.5; 5 CA ADC 864.5; 5 CA ADC 867.5
Regulations Filed with the Secretary of State
September 05, 2014
Effective: August 27, 2014
Education
FULL TEXT OF REGULATION(S)

Measurement of Academic Performance and Progress

The State Board of Education submitted this timely certificate of compliance to make permanent the emergency regulations adopted in OAL file no. 2014-0124-04E and re-adopted in OAL file no. 2014-0716-03EE.

5 CA ADC 850

5 CA ADC 850. Definitions.

For the purposes of these regulations, the Measurement of Academic Performance and Progress assessment system (as established in Education Code section 60640 and known as MAPP) shall be designated the California Assessment of Student Performance and Progress (CAASPP), and the following terms shall have the following meanings:

(a) Accommodations means resources documented in a pupil's individualized education program (IEP) or Section 504 Plan which the pupil regularly uses in the classroom for instruction and/or assessments(s) and that are either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment. Accommodations cannot fundamentally alter the comparability of scores.

(b) Achievement tests means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(c) Adaptive engine refers to the mechanism utilized in a computer-adaptive assessment that adjusts the difficulty of grade-level test questions throughout an assessment based on student responses.

(d) Alternate assessment means an assessment as provided in Education Code section 60640(k) and its test materials developed to measure the level of performance for a pupil with disabilities who is unable to take the consortium summative assessment in English language arts and mathematics pursuant to Education Code section 60640(b)(1) or are unable to take an assessment of science pursuant to Education Code section 60640(b)(2), even with resources.

(e) Assessment delivery system means a set of web applications that manage the registration of pupils for tests, the delivery of those tests to the pupils, scoring of test items, integration of item scores into an overall test score, and delivery of scores to the Data Warehouse.

(f) Assessment technology platform means the electronic systems used to display items, accept item responses, store, deliver, score the tests and restrict access to outside sources, as well as report and manage assessment results. Assessment technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.

(g) California Alternate Performance Assessment (CAPA) is the alternate assessment and its test materials as provided in Education Code section 60640 (k) for pupils with significant cognitive disabilities.

(h) California Modified Assessment (CMA) is the alternate assessment and its test materials for science based on modified achievement standards.

(i) California Standards Tests (CSTs) is the assessment and its test materials that measure the degree to which pupils are achieving the state content standards pursuant to Education Code section 60605.

(j) Data Warehouse means a comprehensive storehouse of all Smarter Balanced test registrations and results and a system to generate reports on, or extracts of, that data.

(k) Designated supports are resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan.

(*l*) Eligible pupil, with the exception of subdivisions (1) through (3) below, is any pupil taking an assessment pursuant to Education Code section 60640, who is not exempt from participation in assessments pursuant to Education Code section 60615 or who is not a recently arrived English learner pupil exempt from participating in the English Language Arts assessment pursuant to Education Code section 60640(f)(1).

(1) For the primary language test, an eligible pupil is an English learner with a primary language for which a test is optional pursuant to Education Code section 60640.

(2) For CAPA, an eligible pupil is any pupil in grades 2 through 11, inclusive, who has an IEP that designates the use of the alternate assessment.

(3) For the CMA, an eligible pupil is any pupil in grades 5, 8, or 10, who has an IEP that designates the use of the modified assessment in science.

(m) Embedded means a resource, whether a universal tool, designated support, or accommodation, that is part of the assessment technology platform for the computer-based CAASPP tests.

(n) Grade means the grade in which the pupil is enrolled at the time of testing, as determined by the local educational agency.

(o) Individualized aid means a type of resource that a pupil regularly uses in a classroom for instruction and/or assessment that has not been previously identified as a universal tool, designated support or accommodation. Because an individualized aid has not been previously identified as a universal tool, designated support or accommodation, it may or may not invalidate the measurement of the test(s).

(p) Local educational agency (LEA) means a county office of education, school district, state special school, or direct-funded charter school as described in Education Code section 47651. LEA superintendent, for purposes of these regulations, includes an administrator of a direct-funded charter school.

(q) Non-embedded means a resource, whether a universal tool, designated support, or accommodation, that may be provided by the LEA and is not part of the assessment technology platform for the computer-based CAASPP tests.

(r) Nonpublic schools (NPS) are nonpublic, nonsectarian schools as set forth in Education Code section 56034.

(s) Primary language test means a test as provided in Education Code sections 60640(b) and (c) and its test materials in each primary language for which a test is available for English learners. The primary language test is the Standards-based Tests in Spanish (STS).

(t) Pupil refers to a student enrolled in a California public school.

(u) Recently arrived English learner means a pupil designated as an English learner who is in his or her first 12 months of attending a school in the United States as specified in Education Code section 60603(v).

(v) Registration system means the mechanism that provides administrators with the tools to manage users and pupils participating in CAASPP computer-based assessments. The engine uses a role-specific design to restrict access to certain tasks based on the user's designated role as well as manage pupils' default test settings, designated supports, and accommodations.

(w) Resource(s) refers to a universal tool, designated support, accommodation, and/or an individualized aid.

(x) Scribe is an employee of the LEA or a person assigned by an NPS to implement a pupil's IEP who has signed a CAASPP Test Security Affidavit and has received training to transcribe a pupil's responses to the format required by the test. A pupil's parent or guardian is not eligible to be the pupil's scribe.

(y) A significant medical emergency is a significant accident, trauma, or illness (mental or physical) that precludes a pupil from taking the achievement tests. An accident, trauma, or illness is significant if the pupil has been determined by a licensed physician to be unable to participate in the tests.

(z) Smarter-Balanced Assessment Consortium (Smarter Balanced) is the multi-state consortium responsible for the development of the English language arts and mathematics summative assessments administered pursuant to Education Code section 60640(b)(1) and the interim assessments and formative assessment tools administered pursuant to Education Code section 60642.6.

(aa) Standards-based Tests in Spanish (STS) are the achievement tests and the test materials that are administered at the option of the LEA as the primary language test as provided in Education Code sections 60640(b) and (c) for pupils whose primary language is Spanish or to pupils enrolled in a dual immersion program that includes Spanish.

(ab) Streamlining means an accommodation on a computer-based assessment that provides an alternate display of an item, stacked into instructions, stimuli, and response choices.

(ac) Test examiner is an employee or contractor of an LEA or an NPS who has signed a CAASPP Test Security Affidavit and has received training to administer the tests. For an alternate assessment, the test examiner must be a certificated or licensed school, district, or county staff member.

(ad) Test materials include, but are not limited to, administration manuals, administrative materials, test booklets, assessment technology platform, practice tests, scratch paper, and test answer documents.

(ae) Test proctor is an employee of an LEA, or a person assigned by an NPS to implement a pupil's IEP or Section 504 Plan, who has signed a CAASPP Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests.

(af) Translator is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to sections 853.5 and 853.7, who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the assessments pursuant to Education Code section 60640. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:

(1) an employee of an LEA;

(2) an employee of the NPS; or

(3) a person supervised by an employee of an LEA or an employee of the NPS.

(ag) Universal tools are resources of the CAASPP tests that are available to all pupils.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 306, 47605, 47605.8, 47651, 56034, 60603, 60604, 60605, 60615, 60640, 60642.5 and 60642.6, Education Code; 34 C.F.R. Sections 200.1 (d) 200.1(e), 200.1(f) and 300.160; and 5 CCR 11967.6.

HISTORY

1. New subchapter 3.75 (sections 850-874) and section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New subchapter 3.75 (sections 850-874) and section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. New article 1 heading, amendment of subsection (c), new subsections (g)-(h) and amendment of Note filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order, including amendment of Note, transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment of subsections (a), (c) and (f), repealer of subsections (g)-(h) and amendment of Note filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

8. Repealer of subsection (d), subsection relettering, new subsections (f)(1)-(g) and amendment of Note filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

9. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

10. Amendment of subsections (a), (f)(1) and (g), new subsections (h)-(m) and amendment of Note filed 2-3-2004; operative 2-3-2004 pursuant to Government Code section 11343.4 (Register 2004, No. 6).

11. Amendment filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

12. Amendment of section and Note filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

13. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

14. Amendment of subchapter heading, repealer and new section and amendment of Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

15. Amendment of subchapter heading, repealer and new section and amendment of Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL

by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

16. Certificate of Compliance as to 7-23-2014 order, including amendment of subsection (a), repealer of subsection (b), subsection relettering, new subsection (c), amendment of subsection (d), new subsections (e), (j), (o), (t), (v), (w) and (ab), repealer of subsection (i), subsection relettering, amendment of newly designated subsections (f), (i), (k), (*l*), (m), (p), (q), (u), (x), (aa) and (ac) -(ag), and amendment of Note, transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 851

5 CA ADC 851. Pupil Testing.

(a) LEAs shall administer the achievement tests and may administer the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in an LEA on the date testing begins in the pupil's school or LEA.

(b) No later than start of the 2014-2015 school year, for the purposes of the CAASPP assessment system, a charter school which is not an LEA as defined in Education Code section 60603(o) shall test with, dependent on, the LEA that granted the charter or was designated the oversight agency by the State Board of Education (SBE).

(c) LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

(d) No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 47651, 48645.1, 60603, 60605 and 60640, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of subsections (a) and (d), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Editorial correction of subsection (b) (Register 98, No. 44).

5. New article 2 heading and amendment of subsections (a) and (c) filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

6. Certificate of Compliance as to 10-26-98 order, including amendment of subsection (d), transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

7. Amendment of article heading filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be

transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

8. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

9. Amendment of article heading, section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

10. Amendment of article heading, section and Note filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

11. Amendment of article heading, subsections (a)-(b) and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

12. Amendment of article heading, section and Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

13. Amendment of article heading, section and Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

14. Certificate of Compliance as to 7-23-2014 order, including amendment of subsection (b), transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 852

5 CA ADC 852. Pupil Exemptions.

(a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.

(b) The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children.

Note: Authority cited: Sections 33031 and 60640, Education Code. Reference: Sections 60604, 60605, 60607, 60612, 60615, 60640 and 60641, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of section, transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsection (b) filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment of subsection (b) filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 11-27-2000 order, including further amendment of subsection (a), transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

8. Amendment of subsection (b) and amendment of Note filed 2-3-2004; operative 2-3-2004 pursuant to Government Code section 11343.4 (Register 2004, No. 6).

9. Repealer of subsection (a) designator and subsection (b) filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

10. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

11. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

12. Amendment of section and Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

13. Amendment of section and Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

14. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 853

5 CA ADC 853. Administration.

(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5 and 853.7. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

(b) The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine.

(c) If available, an LEA may utilize a paper-pencil version of any computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code section 60640(e), and if the LEA identifies the pupils that are unable to access the CBA version of the test.

(d) Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or

formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment is the responsibility of the LEA.

Note: Authority cited: Sections 33031 and 60640, Education Code. Reference: Sections 60602.5, 60603, 60605, 60611, 60640 and 60642.6, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including new subsections (c) and (d), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsections (a) and (c) filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

8. New subsection (d), subsection relettering and amendment of newly designated subsection (e) filed 11-8-2000; operative 12-8-2000 (Register 2000, No. 45).

9. Amendment of subsections (a) and (b) filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

10. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

11. Amendment of subsection (a), repealer of former subsections (b)-(e), new subsections (b) and (c) and amendment of Note filed 2-3-2004; operative 2-3-2004 pursuant to Government Code section 11343.4 (Register 2004, No. 6).

12. Amendment of subsections (b)-(c) filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

13. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

14. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

15. Amendment of section and Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

16. Amendment of section and Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

17. Certificate of Compliance as to 7-23-2014 order, including amendment of subsection (a), new subsection (b), subsection relettering, amendment of newly designated subsections (c) and (d) and amendment of Note, transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 853.5

5 CA ADC 853.5. Use of Universal Tools, Designated Supports, and Accommodations.

(a) All pupils shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;

(2) calculator for specific mathematic items;

(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);

(5) English glossary for reading, writing, listening, and mathematics;

(6) expandable passages for reading, writing, listening, and mathematics;

(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);

(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;

(10) mark for review for reading, writing, listening, and mathematics;

(11) math tools for specific mathematics items;

(12) spell check for specific writing items;

(13) strikethrough for reading, writing, listening, and mathematics;

(14) writing tools for specific pupil generated responses; or

(15) zoom for reading, writing, listening, and mathematics.

(b) All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) breaks;

(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;

(3) scratch paper;

(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;

(5) color overlay for science and primary language test;

(6) math tools (i.e., ruler, protractor) for specific mathematics items;

(7) simplify or clarify test administration directions (does not apply to test questions); or

(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

(c) All pupils shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts

(including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;

(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;

(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;

(6) translations (stacked) for mathematics; or

(7) turn off any universal tool for reading, writing, listening, and mathematics.

(d) All pupils shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting;

(10) translations (glossary) for mathematics; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;

(13) translations (glossary) for science and primary language test; or

(14) administration of the test at the most beneficial time of day for the pupil.

(e) The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:

(1) American Sign Language for listening and mathematics;

(2) braille for reading, writing, listening, and mathematics;

(3) closed captioning for listening;

(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or

(5) streamlining for reading, writing, listening, and mathematics.

(f) The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:

(1) read aloud for primary language test;

(2) American Sign Language for listening, mathematics, and science;

(3) braille for paper-pencil tests;

(4) abacus for mathematics and science;

(5) alternate response options for reading, writing, listening, and mathematics;

(6) calculator for specific mathematics items;

(7) multiplication table for mathematics beginning in grade 4;

(8) print on demand for reading, writing, listening, and mathematics;.

(9) read aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate braille skills;

(10) scribe for writing, science, and primary language test;

(11) speech-to-text; or

(12) large-print version of a paper-pencil test.

(g) An LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:

(1) LEA name and CDS code;

(2) school/test site and school code;

(3) school/test site address, city, and zip code;

(4) LEA CAASPP coordinator name, phone number, and email address;

(5) CAASPP test site coordinator name, phone number, and email address;

(6) school/test site testing window dates;

(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;

(8) CAASPP test and grade; and

(9) the individualized aid being requested.

(h) Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:

(1) English dictionary for reading, listening, mathematics, science, and primary language;

(2) thesaurus for reading, listening, mathematics, science and primary language;

(3) translated test directions for reading, writing, or listening;

(4) bilingual dictionary for reading, listening, mathematics, science and primary language;

(5) translations (glossary) for reading, writing, and listening;

(6) read aloud for reading passages in grades 3, 4, and 5;

(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;

(8) calculator for non-specified mathematics items or science;

(9) math tools (i.e., ruler, protractor) for non-specified mathematics items; and

(10) multiplication table for mathematics in grade 3.

(i) If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60605 and 60640, Education Code; and 34 C.F.R. Sections 200.1 and 300.160(b).

HISTORY

1. New section filed 2-3-2004; operative 2-3-2004 pursuant to Government Code section 11343.4 (Register 2004, No. 6).

2. Amendment of section heading and section filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

3. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

4. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

5. Amendment of section heading, section and Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

6. Amendment of section heading, section and Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 7-23-2014 order, including amendment of subsections (a), (b), (c), (c)(3), (d), (d)(7), (d)(9)-(12), (e)(3)-(4), (f)(11)-(12), (g), (g)(7), (g)(9) and (h), new subsections (d)(13)-(14), (e)(5) and (i), and repealer of subsections (f)(13)-(14), transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 853.7

5 CA ADC 853.7. Use of Designated Supports for English Learners.

(a) An English learner (EL) shall be permitted the following embedded designated supports, when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;

(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics and reading items, but not passages;

(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;

(6) translations (stacked) for mathematics; or

(7) turn off any universal tool for reading, writing, listening, and mathematics.

(b) An EL shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators, who may seek input from a parent(s) or guardian(s), on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting;

(10) translations (glossary) for mathematics (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (a));

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;

(13) translations (glossary) for science and primary language test; or

(14) administration of the test at the most beneficial time of day for the pupil.

Note: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 306, 60605 and 60640, Education Code; and 34 C.F.R. Section 200.2.

HISTORY

1. New section adopted as part of Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014; effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 854

5 CA ADC 854. Advance Preparation for the Tests. [Repealed]

Note: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60611 and 60640, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of subsection (b), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment of subsection (a) filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

8. Amendment of section heading, section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

9. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

10. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

11. Repealer filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

12. Repealer refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

13. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 855

5 CA ADC 855. Testing Period.

(a)(1) For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

(2) For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. If an LEA elects to administer the primary language test, it shall do so during this same testing window.

(b) Beginning in the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) shall be administered to each pupil during the following testing windows:

(1) Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing.

(2) For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at

least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

(3) The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window.

(c) The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60605, 60640, 60641 and 60642.5, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of subsection (c), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsection (c) filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be trans- mitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

6. Amendment filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 11-27-2000 order, including further amendment of subsection (a) and Note, transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

8. Amendment of section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

9. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

10. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

11. Repealer and new section and amendment of Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

12. Repealer and new section and amendment of Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

13. Certificate of Compliance as to 7-23-2014 order, including amendment of subsection (b)(3), transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4 (b)(3) (Register 2014, No. 35).

5 CA ADC 857

5 CA ADC 857. LEA CAASPP Coordinator.

(a) On or before September 30 of each school year, the superintendent of each LEA shall:

(1) designate from among the employees of the LEA an LEA CAASPP coordinator;

(2) identify school(s) with pupils unable to access the CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBA version of a CAASPP test.

(b) The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system.

(c) The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 47079.5, 52052, 60604, 60605, 60610, 60630, 60640 and 60643, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Editorial correction of subsection (b)(5) (Register 98, No. 42).

4. Certificate of Compliance as to 5-5-98 order, including amendment of subsections (a) and (c), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

5. Amendment filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99

or emergency language will be repealed by operation of law on the following day.

6. Certificate of Compliance as to 10-26-98 order, including amendment of subsection (d), transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

7. Amendment filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

8. Certificate of Compliance as to 12-16-99 order, including amendment of subsection (a), transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

9. Amendment of subsections (a), (b)(2), (b)(5)-(6) and (c) filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

10. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

11. Amendment of section heading, section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

12. Amendment of subsections (a), (b)(3) and (b)(5)-(6) filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

13. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

14. Amendment of section heading, repealer and new section and amendment of Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

15. Amendment of section heading, repealer and new section and amendment of Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

16. Certificate of Compliance as to 7-23-2014 order, including amendment of subsections (a)(2), (a)(3) and (b), transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 858

5 CA ADC 858. CAASPP Test Site Coordinator.

(a) At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.

(b) The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests.

(c) The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes.

(d) The CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are correctly entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60602.5, 60604, 60605, 60610, 60630 and 60640, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsections (b)(4)-(5) filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment of subsections (a), (b)(1) and (b)(7) filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 12-16-99 order, including amendment of subsection (a), transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

8. Amendment of subsections (a), (b) and (b)(4)-(5), new subsection (b)(9) and amendment of subsection (c) filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

9. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

10. Amendment of section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

11. Amendment of subsections (a), (b)(4), (b)(5), (b)(9) and (b)(11) filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

12. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

13. Amendment of section heading, repealer and new section and amendment of Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

14. Amendment of section heading, repealer and new section and amendment of Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

https://a.next.westlaw.com/Document/I4064C2802EE411E4BE13ED5AE5E01202/View/Text

15. Certificate of Compliance as to 7-23-2014 order, including amendment of subsection (a) and new subsection (d), transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 859

5 CA ADC 859. CAASPP Test Security Agreement and Test Security Affidavit.

(a) All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, set forth in subdivision (b), before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(b) The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For an alternate assessment (CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.

Signed: _____

Print Name: _____

Title: _____

LEA: _____

Date: _____

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration

system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.

(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.

(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.

(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.

(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room (s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.

(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.

(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.

(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.

(10) If I will administer and/or observe the administration of an alternate assessment (CAPA or its successor alternate assessment), which means that I am a certificated or a licensed LEA employee and a trained examiner, I will keep all the alternate assessment (CAPA or its successor alternate assessment) materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.

(11) I will actively supervise pupils throughout the paper-pencil testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (non-embedded universal tools, designated supports, accommodations, or individualized aids) needed for the test being administered.

(12) I will actively supervise pupils throughout the testing session and verify that pupils have selected the appropriate assessment for the testing session and have completed any necessary preceeding test sections and/or classroom activities.

(13) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor (s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.

(14) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____

Print Name: _____

Position: _____

School: _____

LEA: _____

Date: _____

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

Note: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60602.5, 60605 and 60640, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of subsections (c) and (d), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsections (b) and (c)-(e) filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

8. New subsections (b)(4) and (b)(5) and amendment of Note filed 2-3-2004; operative 2-3-2004 pursuant to Government Code section 11343.4 (Register 2004, No. 6).

9. Amendment filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

10. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

11. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

12. Amendment of section heading, repealer and new section and amendment of Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

13. Amendment of section heading, repealer and new section and amendment of Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

14. Certificate of Compliance as to 7-23-2014 order, including amendment of subsections (b)(6), (c) and (d)(4)(A), repealer of subsection (d)(4)(D), amendment of subsections (d)(6) and (d)(10)-(11), new subsection (d)(12) and subsection renumbering, transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4 (b)(3) (Register 2014, No. 35).

5 CA ADC 861

5 CA ADC 861. Data Elements for Test Registration and State and Federal Reporting.

(a) In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS).

(b) In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:

(1) if an eligible pupil is not tested due to a significant medical emergency;

(2) if a pupil used a designated support;

(3) if a pupil used an individualized aid;

(4) if a pupil used an accommodation(s);

(5) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);

(6) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and

(7) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.

(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 49079.5, 52052, 60605, 60630, 60640, 60641 and 60643, Education Code; and 7 C.F.R. Sections 245.2(a)(1)-(4), 245.3 and 245.6.

HISTORY

1. New section adopted by the Department of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of subsection (a), repealer of subsections (a)(10) and (a)(11), and amendment of Note, transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsections (a) and (a)(8) and new subsection (a)(10) filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

6. Amendment of section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

7. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

8. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

9. Amendment of section heading, repealer and new section and amendment of Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

10. Amendment of section heading, repealer and new section and amendment of Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

11. Certificate of Compliance as to 7-23-2014 order, including new subsections (b)(2)-(3) and subsection renumbering, transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 862

5 CA ADC 862. Apportionment Information Report.

(a) Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:

(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.

(2) The number of pupils in each school and in the LEA tested with the alternate assessment.

(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.

(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.

(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.

(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).

(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.

(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:

(1) The LEA has returned all secure test materials, and

(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either;

(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or

(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60610, 60615, 60640 and 60641, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of subsection (a), repealer of subsection (a)(5), subsection renumbering, and amendment of subsections (b)(2) and (c), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Repealer of subsections (c)-(d) filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment of subsections (a) and (b)(2) filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

8. Amendment of subsections (a)-(a)(3) and repealer of subsection (a)(5) filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

9. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

10. Amendment of section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

11. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

12. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

13. Amendment of section and Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

14. Amendment of section and Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

15. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 862.5

5 CA ADC 862.5. Apportionment to LEAs.

(a) The amount of funding to be apportioned to the LEA shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:

(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.

(2) All expenses incurred at the LEA and school/test site(s) related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.

(4) All costs associated with transmitting the pupil report(s) to parents/guardians.

(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.

(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 60640 and 60643, Education Code.

HISTORY

1. Renumbering of former section 870 to new section 862.5, including amendment of section and Note, filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

2. Amendment of section heading, section and Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

3. Amendment of section heading, section and Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

4. Certificate of Compliance as to 7-23-2014 order, including amendment of subsection (a), transmitted to OAL 7-16-2014 and filed 8-27-2014; amendments effective 8-27-2014 pursuant to Government Code section 11343.4(b)(3) (Register 2014, No. 35).

5 CA ADC 863

5 CA ADC 863. CAASPP Pupil Reports and Cumulative Record Labels.

(a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.

(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.

(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities.

Note: Authority cited: Sections 33031, 60605 and 60640, Education Code. Reference: Sections 49062, 49068, 60607, 60640 and 60641, Education Code.

HISTORY

1. New section adopted by the Department of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of Note, transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsection (b) filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment of section heading, section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

7. Amendment of subsections (a) and (b) filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

8. Amendment of section heading, section and Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

9. Amendment of section heading, section and Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

10. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 864

5 CA ADC 864 LEA Compliance with Contractor Requirements.

(a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.

(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:

(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and

(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

Note: Authority cited: Sections 33031, 60605, 60613 and 60640, Education Code. Reference: Sections 60605, 60610, 60640, 60641 and 60643, Education Code; 20 U.S.C. Section 1232g; and 34 C.F.R. Section 99.3.

HISTORY

1. New section adopted by the Department of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of Note, transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

5. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

6. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

7. Amendment of section heading, section and Note filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

8. Amendment of section heading, section and Note refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

9. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 864.5

5 CA ADC 864.5. Test Order Information. [Repealed]

Note: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

HISTORY

1. New section filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

2. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

3. Amendment filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

4. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

5. Amendment of subsections (a), (a)(7) and (d) filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

6. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

7. Amendment of section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

8. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

9. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

10. Repealer filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

11. Repealer refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

12. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 865

5 CA ADC 865. Transportation. [Repealed]

Note: Authority cited: Sections 33031 and 60605, Education Code. Reference: Section 60640, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsection (a) filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

6. Amendment of section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

7. Amendment of subsections (a) and (c) filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

8. Repealer filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

9. Repealer refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

10. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 866

5 CA ADC 866. School District Delivery. [Repealed]

Note: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640, 60642.5 and 60643, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of subsection (a), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsection (a), repealer of subsection (b) and subsection relettering filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

6. Amendment of section and Note filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

8. Amendment filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

9. Certificate of Compliance as to 11-27-2000 order, including further amendment of subsection (b), transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

10. Amendment of section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

12. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

13. Amendment of section and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

14. Repealer filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

15. Repealer refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

16. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 867

5 CA ADC 867. Test Site Delivery and Return. [Repealed]

Note: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640 and 60642.5, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of subsections (b)-(c) filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 11-27-2000 order, including further amendment of subsection (c), transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

6. Amendment of section heading, section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

7. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

8. Repealer filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

9. Repealer refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

10. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 867.5

5 CA ADC 867.5. Retrieval of Materials by Contractor. [Repealed]

Note: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640, 60642.5 and 60643, Education Code.

HISTORY

1. New section filed 10-26-98 as an emergency; operative 10-26-98 (Register 98, No. 44). A Certificate of Compliance must be transmitted to OAL by 2-23-99 or emergency language will be repealed by operation of law on the following day.

2. Certificate of Compliance as to 10-26-98 order transmitted to OAL 2-23-99 and filed 4-6-99 (Register 99, No. 15).

3. Repealer of subsection (a) designator, repealer of subsection (b) and amendment of Note filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

4. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

5. Amendment filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

6. Certificate of Compliance as to 11-27-2000 order, including further amendment of section, transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

7. Amendment of section heading, section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

8. Amendment filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

9. Repealer filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

10. Repealer refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

11. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

5 CA ADC 868

5 CA ADC 868. Discrepancy Resolution for Standards-Based Achievement Tests and Any Primary Language Test. [Repealed]

Note: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

HISTORY

1. New section adopted by the State Board of Education and filed 1-2-98 as an emergency; operative 1-2-98 (Register 98, No. 1). A Certificate of Compliance must be transmitted to OAL by 5-2-98 or emergency language will be repealed by operation of law on the following day.

2. New section refiled 5-5-98 as an emergency; operative 5-5-98 (Register 98, No. 19). A Certificate of Compliance must be transmitted to OAL by 9-2-98 or emergency language will be repealed by operation of law on the following day.

3. Certificate of Compliance as to 5-5-98 order, including amendment of subsections (c) and (d), transmitted to OAL 9-2-98 and filed 10-14-98 (Register 98, No. 42).

4. Amendment of section and Note filed 12-16-99 as an emergency; operative 12-16-99 (Register 99, No. 51). A Certificate of Compliance must be transmitted to OAL by 4-14-2000 or emergency language will be repealed by operation of law on the following day.

5. Certificate of Compliance as to 12-16-99 order transmitted to OAL 4-14-2000 and filed 5-26-2000 (Register 2000, No. 21).

6. Amendment of subsection (c) filed 11-27-2000 as an emergency; operative 1-1-2001 (Register 2000, No. 48). A Certificate of Compliance must be transmitted to OAL by 5-1-2001 or emergency language will be repealed by operation of law on the following day.

7. Certificate of Compliance as to 11-27-2000 order transmitted to OAL 3-28-2001 and filed 5-9-2001 (Register 2001, No. 19).

8. Amendment of section heading, section and Note filed 8-22-2005; operative 9-21-2005 (Register 2005, No. 34).

9. Amendment of section heading and section filed 11-8-2006; operative 12-8-2006 (Register 2006, No. 45).

10. Amendment of section heading, subsections (a)(1)(B)-(c) and Note filed 4-13-2011; operative 5-13-2011 (Register 2011, No. 15).

11. Repealer filed 2-3-2014 as an emergency; operative 2-3-2014 (Register 2014, No. 6). A Certificate of Compliance must be transmitted to OAL by 8-4-2014 or emergency language will be repealed by operation of law on the following day.

12. Repealer refiled 7-23-2014 as an emergency; operative 7-23-2014 (Register 2014, No. 30). A Certificate of Compliance must be transmitted to OAL by 10-21-2014 or emergency language will be repealed by operation of law on the following day.

13. Certificate of Compliance as to 7-23-2014 order transmitted to OAL 7-16-2014 and filed 8-27-2014 (Register 2014, No. 35).

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8. CLAIM CERTIFICATION

*Read, sign, and date this section and insert at the end of the test claim submission.**

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

Micheline G. Miglis

Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Plumas County Office of Education

Print or Type Title

Signature of Authorized Local Agency or School District Official

09 March 2015

Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

8. CLAIM CERTIFICATION

*Read, sign, and date this section and insert at the end of the test claim submission.**

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

Micheline G. Miglis

Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Plumas Unified School District

Print or Type Title

Signature of Authorized Local Agency or School District Official

03/March/2015

Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

8. CLAIM CERTIFICATION

Read, sign, and date this section and insert at the end of the test claim submission. *

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

John Snavely
Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Porterville Unified School District
Print or Type Title

Signature of Authorized Local Agency or School District Official

3/9/2015
Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

8. CLAIM CERTIFICATION

*Read, sign, and date this section and insert at the end of the test claim submission.**

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

Richard L. Miller
Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Santa Ana Unified School District
Print or Type Title

Signature of Authorized Local Agency or School District Official

3.13.2015
Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

8. CLAIM CERTIFICATION

Read, sign, and date this section and insert at the end of the test claim submission. *

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

Ramona Bishop
Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Vallejo Unified School District
Print or Type Title

Signature of Authorized Local Agency or School District Official

3/17/15
Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Solano and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On March 16, 2015, I served the:

> **Claimant Rebuttal Comments** and **California Educational Technology Professionals Association Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301; Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858); Statutes 2014, Chapter 327 (AB 1599);
> California Code of Regulations, Title 5, Section 850 through 864, inclusive; (Register 2014, No. 30; Effective Date: July 23, 2014)
>
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

by making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on March 16, 2015 at Sacramento, California.

Heidi J. Palchik
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 3/13/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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Exhibit B

For CSM Use Only
Filing Date: RECEIVED June 26, 2015 Commission on State Mandates
Revised August 6, 2015
Test Claim #: 14-TC-04

1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress II (CAASPP)

2. CLAIMANT INFORMATION

Plumas Unified School District/Plumas COE
Name of Local Agency or School District

Micheline G. Miglis
Claimant Contact

Superintendent
Title

1446 E. Main
Street Address

Quincy, CA 95971
City, State, Zip

(530) 283-6500
Telephone Number

(530) 283-6509
Fax Number

mmiglis@pcoe.k12.ca.us
E-Mail Address

3. CLAIMANT REPRESENTATIVE INFORMATION

Claimant designates the following person to act as its sole representative in this test claim. All correspondence and communications regarding this claim shall be forwarded to this representative. Any change in representation must be authorized by the claimant in writing, and sent to the Commission on State Mandates.

Arthur M. Palkowitz
Claimant Representative Name

Attorney
Title

Stutz Artiano Shinoff & Holtz, APC
Organization

2488 Historic Decatur Road, Suite 200
Street Address

San Diego, CA 92106
City, State, Zip

(619) 232-3122
Telephone Number

(619) 232-3264
Fax Number

apalkowitz@sashlaw.com
E-Mail Address

4. TEST CLAIM STATUTES OR EXECUTIVE ORDERS CITED

Please identify all code sections (include statutes, chapters, and bill numbers) (e.g., Penal Code Section 2045, Statutes 2004, Chapter 54 [AB 290]), regulations (include register number and effective date), and executive orders (include effective date) that impose the alleged mandate.

REGULATIONS
Title 5 of the California Code of Regulations, Section 850 through 864, inclusive (Register 2014 Nos. 6; Effective February 3, 2014])

☐ *Copies of all statutes and executive orders cited are attached.*

Sections 5, 6, and 7 are attached as follows:

5. Written Narrative: pages _____ to _____.
6. Declarations: pages _____ to _____.
7. Documentation: pages _____ to _____.

(Revised 6/2013)

Sections 5, 6, and 7 should be answered on separate sheets of plain 8-1/2 x 11 paper. Each sheet should include the test claim name, the claimant, the section number, and heading at the top of each page.

5. WRITTEN NARRATIVE

Under the heading "5. Written Narrative," please identify the specific sections of statutes or executive orders alleged to contain a mandate.

Include a statement that actual and/or estimated costs resulting from the alleged mandate exceeds one thousand dollars ($1,000), and include all of the following elements for each statute or executive order alleged:

(A) A detailed description of the new activities and costs that arise from the mandate.

(B) A detailed description of existing activities and costs that are modified by the mandate.

(C) The actual increased costs incurred by the claimant during the fiscal year for which the claim was filed to implement the alleged mandate.

(D) The actual or estimated annual costs that will be incurred by the claimant to implement the alleged mandate during the fiscal year immediately following the fiscal year for which the claim was filed.

(E) A statewide cost estimate of increased costs that all local agencies or school districts will incur to implement the alleged mandate during the fiscal year immediately following the fiscal year for which the claim was filed.

(F) Identification of all of the following funding sources available for this program:
- (i) Dedicated state funds
- (ii) Dedicated federal funds
- (iii) Other nonlocal agency funds
- (iv) The local agency's general purpose funds
- (v) Fee authority to offset costs

(G) Identification of prior mandate determinations made by the Board of Control or the Commission on State Mandates that may be related to the alleged mandate.

(H) Identification of a legislatively determined mandate pursuant to Government Code section 17573 that is on the same statute or executive order.

6. DECLARATIONS

Under the heading "6. Declarations," support the written narrative with declarations that:

(A) declare actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate;

(B) identify all local, state, or federal funds, and fee authority that may be used to offset the increased costs that will be incurred by the claimant to implement the alleged mandate, including direct and indirect costs;

(C) describe new activities performed to implement specified provisions of the new statute or executive order alleged to impose a reimbursable state-mandated program (specific references shall be made to chapters, articles, sections, or page numbers alleged to impose a reimbursable state-mandated program);

(D) If applicable, describe the period of reimbursement and payments received for full reimbursement of costs for a legislatively determined mandate pursuant to Section 17573, and the authority to file a test claim pursuant to paragraph (1) of Section17574(c).

(E) are signed under penalty of perjury, based on the declarant's personal knowledge, information or belief, by persons who are authorized and competent to do so.

7. DOCUMENTATION

Under the heading "7. Documention, " support the written narrative with copies of all of the following:

(A) the test claim statute that includes the bill number alleged to impose or impact a mandate; and/or

(B) the executive order, identified by its effective date, alleged to impose or impact a mandate; and

(C) relevant portions of state constitutional provisions, federal statutes, and executive orders that may impact the alleged mandate; and

(D) administrative decisions and court decisions cited in the narrative. Published court decisions arising from a state mandate determination by the Board of Control or the Commission are exempt from this requirement; and

(E) statutes, chapters of original legislatively determined mandate and any amendments.

8. CLAIM CERTIFICATION

*Read, sign, and date this section and insert at the end of the test claim submission.**

RECEIVED
October 22, 2015
Commission on
State Mandates

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

Micheline G. Miglis
Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Plumas USD/Plumas COE
Print or Type Title

Signature of Authorized Local Agency or School District Official

August 6, 2015
Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress (CAASPP II)

2. CLAIMANT INFORMATION

Porterville Unified School District
Name of Local Agency or School District

John Snavely
Claimant Contact

Superintendent
Title

600 West Grand Avenue
Street Address

Porterville, CA 93257
City, State, Zip

559.793.2455
Telephone Number

Fax Number

jsnavely@portervilleschools.org
E-Mail Address

3. CLAIMANT REPRESENTATIVE INFORMATION

Claimant designates the following person to act as its sole representative in this test claim. All correspondence and communications regarding this claim shall be forwarded to this representative. Any change in representation must be authorized by the claimant in writing, and sent to the Commission on State Mandates.

Arthur M. Palkowitz
Claimant Representative Name

Attorney
Title

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For CSM Use Only

Filing Date:

RECEIVED
Received June 26, 2015
Commission on State Mandates

Revised August 6, 2015

Test Claim #:

4. TEST CLAIM STATUTES OR EXECUTIVE ORDERS CITED

Please identify all code sections (include statutes, chapters, and bill numbers) (e.g., Penal Code Section 2045, Statutes 2004, Chapter 54 [AB 290]), regulations (include register number and effective date), and executive orders (include effective date) that impose the alleged mandate.

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(Revised 6/2013)

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Under the heading "5. Written Narrative," please identify the specific sections of statutes or executive orders alleged to contain a mandate.

Include a statement that actual and/or estimated costs resulting from the alleged mandate exceeds one thousand dollars ($1,000), and include all of the following elements for each statute or executive order alleged:

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(B) A detailed description of existing activities and costs that are modified by the mandate.

(C) The actual increased costs incurred by the claimant during the fiscal year for which the claim was filed to implement the alleged mandate.

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- (iv) The local agency's general purpose funds
- (v) Fee authority to offset costs

(G) Identification of prior mandate determinations made by the Board of Control or the Commission on State Mandates that may be related to the alleged mandate.

(H) Identification of a legislatively determined mandate pursuant to Government Code section 17573 that is on the same statute or executive order.

6. DECLARATIONS

Under the heading "6. Declarations," support the written narrative with declarations that:

(A) declare actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate;

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8. CLAIM CERTIFICATION

Read, sign, and date this section and insert at the end of the test claim submission. *

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

John Snavely
Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Porterville USD
Print or Type Title

Signature of Authorized Local Agency or School District Official

8/5/2015
Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress (CAASPP II)

2. CLAIMANT INFORMATION

Santa Ana Unified School District
Name of Local Agency or School District

Richard L. Miller
Claimant Contact

Superintendent
Title

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City, State, Zip

714.558.5512
Telephone Number

714.558.5610
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rick.miller@sausd.us
E-Mail Address

3. CLAIMANT REPRESENTATIVE INFORMATION

Claimant designates the following person to act as its sole representative in this test claim. All correspondence and communications regarding this claim shall be forwarded to this representative. Any change in representation must be authorized by the claimant in writing, and sent to the Commission on State Mandates.

Arthur M. Palkowitz
Claimant Representative Name

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Filing Date:

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June 26, 2015
Commission on State Mandates

Revised August 6, 2015

Test Claim #:

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(H) Identification of a legislatively determined mandate pursuant to Government Code section 17573 that is on the same statute or executive order.

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(D) If applicable, describe the period of reimbursement and payments received for full reimbursement of costs for a legislatively determined mandate pursuant to Section 17573, and the authority to file a test claim pursuant to paragraph (1) of Section17574(c).

(E) are signed under penalty of perjury, based on the declarant's personal knowledge, information or belief, by persons who are authorized and competent to do so.

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Under the heading "7. Documention, " support the written narrative with copies of all of the following:

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(B) the executive order, identified by its effective date, alleged to impose or impact a mandate; and

(C) relevant portions of state constitutional provisions, federal statutes, and executive orders that may impact the alleged mandate; and

(D) administrative decisions and court decisions cited in the narrative. Published court decisions arising from a state mandate determination by the Board of Control or the Commission are exempt from this requirement; and

(E) statutes, chapters of original legislatively determined mandate and any amendments.

8. CLAIM CERTIFICATION

*Read, sign, and date this section and insert at the end of the test claim submission.**

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

Richard L. Miller, Ph.D.
Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Santa Ana USD
Print or Type Title

Signature of Authorized Local Agency or School District Official

August 6, 2015
Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

BEFORE THE
COMMISSION ON STATE MANDATES
STATE OF CALIFORNIA

Test Claim of:	)	No. CSM Test Claim
	)	
Santa Ana Unified School District,	)	Title 5 of the California Code of Regulations,
Porterville Unified School District,	)	Section 850 through 864, inclusive (Register
Plumas Unified School District,	)	2014 No. 6, Emergency Regulation, Adopted
Plumas County Office of Education,	)	February 3, 2014)
	)	
Claimants.	)	
	)	California Assessment of Student Performance
	)	and Progress II (CAASPP II)
	)	
	)	
	)	
	)	
	)	
	)	
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STATEMENT OF THE CLAIM

This test claim was originally filed on June 26, 2015 alleging reimbursable costs mandated by the State for school districts to administer statewide academic skill assessments to pupils ("California Assessment of Student Performance and Progress") pursuant to the initial emergency regulations promulgated as section 850-864 of Title 5 of the California Code of Regulations (Register 2014, No. 6; Adopted February 3, 2014). The authority and information submitted with this test claim as well as the attachments is submitted to supplement and complete the test claim filed on June 26, 2015.

"It is the intent of the Legislature that the state's system of public school accountability be more closely aligned with both the public's expectations for public education and the workforce needs of the state's economy. It is therefore necessary that the accountability system evolve beyond its narrow focus on pupil test scores to encompass other valuable information about

school performance, including, but not limited to, pupil preparedness for college and career, as well as the high school graduation rates already required by law." (Statutes 2013, Ch. 489 (A.B. 484) [1] Testing is to be performed using computer based tests administered using electronic computing device.

Claimants allege that the test claim regulation impose a reimbursable state mandated program for school districts under article XIII B, section 6 and Government Code section 17514. It was the intent of the Legislature in enacting the test claim statutes and regulations to provide a mandatory system of individual, computer-based assessment of pupils that has the purpose of assisting teachers, administrators, and pupils and their parents to improve teaching and learning. In order to accomplish these goals, the Legislature declared that California must adopt a coordinated and consolidated testing and assessment program.

AUTHORITY FOR THE CLAIM

The Commission on State Mandates ("Commission") has the authority pursuant to Government Code section 17551, subdivision (a) to hear and decide upon a claim by a local agency or school district that the local agency or school district is entitled to be reimbursed by the State for costs mandated by the State as required by Section 6 of Article XIII B of the California Constitution. (*Kinlaw v. State of California* (1991) 54 Cal.3d 326, 331-334; Gov. Code, §§ 17551, 17552.) The determination whether a statute or executive order imposes a reimbursable state-mandated program is a question of law. (*County of San Diego v. State of California,* (1997) 15 Cal.4th 68,109.)

Santa Ana Unified School District, Porterville Unified School District, Plumas Unified School District, and Plumas County Office of Education ("Claimants") are school districts as defined in Government Code Section 17519.[2]

[1] AB 484 was approved by Governor Brown on October 2, 2013 and the new laws established in this legislation were set to take effect on January 1, 2014. Because of an insufficient lack of time, the CDE presented both proposed emergency and permanent regulations to the SBE at its January 2014 meeting, in addition to several other items related to implementation of the CAASPP system. Nevertheless, temporary emergency regulations were necessary because the new law provides that CAASPP field testing will be administered in Spring of 2014 and there would not be sufficient time for permanent regulations to have been enacted in time for this testing.

[2] Vallejo Unified School District has withdrawn as a test claimant for purposes of this claim. Vallejo remains a test claimant for purposes of the original CAASPP test claim (TC-01-14).

I. **Basis for Test Claim**

Claimants hereby file this test claim pursuant to title 2, California Code of Regulations section 1183.1(c).[3]

On December 23, 2014, Claimants filed its original test claim regarding CAASPP (TC-01-14) In its Draft Proposed Decision released on June 1, 2015, the Commission found that Claimants had not pled the initial emergency regulations promulgated as section 850-864 of Title 5 of the California Code of Regulations as noticed in Register 2014, No. 6. On June 26, 2015, Claimants filed a proposed Second Amendment to the original CAASPP test claim (TC-01-14) that, among other things, attempted to add the initial emergency regulations promulgated as section 850-864. If the amendment was rejected, Claimants requested – in the alternative – that the amendment be considered a second CAASPP test claim.

On July 7, 2015, the Commission on State Mandates ("Commission") rejected the proposed amendment and found – pursuant to the alternative – that the proposed new test claim was incomplete. However, the Commission did permit the Claimants to complete the second CAASPP test claim focused exclusively on the initial emergency regulations promulgated as section 850-864 if done so by August 6, 2015.

While Claimants continue to contest and deny – in all possible ways – the validity of the Commission's interpretation and application of the Register 2014, No. 6 in its Draft Proposed Decision on the original CAASPP test claim (TC-01-14), Claimants nonetheless choose to correct the second CAASPP test claim focused exclusively on the initial emergency regulations promulgated as section 850-864 in order to avoid delaying a substantive ruling on a technicality, to avoid unnecessary litigation, and to further the purpose of the relevant statutes and regulations as well as Article XIII B, Section 6, of the Constitution.

Government Code Section 17557(e) states that "[a] test claim shall be submitted on or before June 30 following a fiscal year in order to establish eligibility for reimbursement for that

[3] Commission Regulations §1183 (c): Except as provided in Government Code sections 17573 and 17574, any test claim or amendment filed with the Commission must be filed not later than 12 months following the effective date of a statute or executive order, or within 12 months of first incurring increased costs as a result of a statute or executive order, whichever is later. For purposes of claiming based on the date of first incurring costs, "within 12 months" means by June 30 of the fiscal year following the fiscal year in which increased costs were first incurred by the test claimant.

fiscal year." Section 1183.1(b) of title 5 of the California Code of Regulations, which was promulgated by the Commission, similarly states that "any test claim or amendment filed with the Commission must be filed not later than 12 months following the effective date of a statute or executive order, or within 12 months of first incurring increased costs as a result of a statute or executive order, whichever is later. For purposes of claiming based on the date of first incurring costs, 'within 12 months' means by June 30 of the fiscal year following the fiscal year in which increased costs were first incurred by the test claimant." Since none of the activities were performed by the claimants prior to February 3, 2014 and costs incurred were subsequent to February 3, 2014, Section 1183.1(b) would allow the claimants to file this second test claim through the end of the following fiscal year – i.e., June 30, 2015. As noted in the Commission's letter that found the alternative filing of a second CAASPP test claim incomplete, this second test claim is considered filed as of June 26, 2015.

II. <u>California Constitution Requires the State to Reimburse Schools</u>

Article XIII B, Section 6 of the California Constitution states:

> Whenever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service.

The purpose of Article XIII B, Section 6 is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (*County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.) Thus the subvention requirement of section 6 is "directed to state-mandated increases in the services provided by [local government]…" (*County of Los Angeles v. State of California (*1987) 43 Cal.3d 46, 56.) Reimbursement under Article XIII B, Section 6 is required when the following elements are met:

1. A state statute or executive order requires or "mandates" local agencies or school districts to perform and activity. (*San Diego Unified School Dist. v. Commission on State Mandates*, (2004) 33 Cal.4th 859, 874.)

2. The mandated activity either:

a. Carries out the governmental function of providing a service to the public; or

b. Imposes unique requirements on local agencies or school districts and does not apply generally to all residents and entities in the state. (*San Diego Unified School Dist., supra 33 Cal.4th at 874-875 (*reaffirming the test set out in *County of Los Angeles v. State of California (1987) 43 Cal.3d 46, 56.*)

3. The mandated activity is new when compared with the legal requirements in effect immediately before the enactment of the test claim statute or executive order and it increases the level of service provided to the public. (*San Diego Unified School Dist.,* supra 33 Cal.4th 859, 874-875, 878; *Lucia Mar Unified School District v. Honig* (1988) 44 Cal 3d 830, 835.)

III. <u>The New Program Is Mandated When The Schools Incur Increased Costs.</u>

Government Code section 17514 provides that "'[c]osts mandated by the state' means any increased costs which a local agency or school district is required to incur after July 1, 1980, as a result of any statute enacted on or after January 1, 1975, or any executive order implementing any statute enacted on or after January 1, 1975, which mandates a new program or higher level of service of an existing program within the meaning of Section 6 of Article XIII B of the California Constitution."

Government Code section 17564 provides that "[n]o claim shall be made pursuant to Sections 17551, 17561, or 17573, nor shall any payment be made on claims submitted pursuant to Sections 17551, or 17561, or pursuant to a legislative determination under Section 17573, unless these claims exceed one thousand dollars."

Claimants allege for 2013-2014 the increased costs mandated by the state in the amount of $6.5 million impacted by the test claim regulation, which exceeds the $1,000 minimum claim amount articulated in Government Code section 17564(a). As the alleged mandated activities here overlap significantly (if not entirely) with the alleged mandated activities in the original CAASPP test claim (TC-01-14), Claimants estimate that the annual statewide costs exceeds $600 million.

Government Code section 17556(e) states that there are no costs mandated by the state if additional revenue specifically intended to fund the costs of the mandated activities, in an amount sufficient (ongoing) to fund the cost of the state-mandated activities, has been appropriated in a Budget Act or other bill. As with the original CAASPP test claim (TC-01-14), Claimants acknowledge that there may be some funds available that are specifically dedicated to funding the mandated activities alleged in this second CAASPP test claim. However, as demonstrated in Claimants July 22, 2015 comments on the Draft Proposed Decision in the original CAASPP test claim (TC-01-14), they are woefully inadequate.

Identify the specific sections of statutes or executive orders alleged to contain a mandate. Include a statement that actual and/or estimated costs resulting from the alleged mandate exceeds one thousand dollars ($1,000), and include all of the following elements for each statute or executive order alleged:

1. Title 5, California Code of Regulations Sections 850-864. (Register 2014 No. 6 [emergency regulation adopted February 3, 2014.]) The actual and/or estimated costs resulting from the alleged mandate exceeds one thousand dollars ($1,000).

(A) <u>A detailed description of the new activities and costs that arise from the mandate.</u>

The initial emergency regulations promulgated as section 850-864 of Title 5 of the California Code of Regulations (Register 2014 No. 6 [emergency regulation effective February 3, 2014]) result in school districts incurring costs mandated by the state, as defined in Government Code section, 17514, by creating new state-mandated duties related to the uniquely governmental function of providing public education to children. The regulations apply only to school districts and county offices of education and do not apply generally to all residents and entities in the state. School districts and county offices of education have incurred or will incur costs implementing the following activities:

(a) To review and implement initial emergency regulations promulgated as section 850-864 of requirements in in Title 5 of the California Code of Regulations(Register 2014 Nos. 6 [emergency regulation effective February 3, 2014]):

Sections 850; 851; 852; 853.5; 855; 857; 858; 859, implement the CAASPP testing program, including providing definitions of terms, specifying the timing of the tests during the school year, describing the designated supports and accommodations that must be included in the testing software, providing for the duties of LEA and test-site coordinators, administering a computer-based tests and stating the contents of the security agreements.

Sections 862 862.5, 863, and 864, make up a portion of the body of law which implements the CAASPP testing program, including reporting requirements, a description of funding apportionments and allowable uses of those apportionments, and a requirement to comply with requests from contractors and the consortium.

(b) To train and hire administrators, teachers and other school district personnel on the requirements in Title 5 of the California Code of Regulations, Section 850 through 864, inclusive (Register 2014 Nos. 6. [Adopted February 3, 2014])

Title 5 of the California Code of Regulations

§ 850. Definitions.

For the purposes of these regulations, the Measurement of Academic Performance and Progress assessment system (as established in Education Code section 60640 and known as "MAPP") shall be designated the California Assessment of Student Performance and Progress (CAASPP), and the following terms shall have the following meanings:

(a) "Accommodations" means resources documented in a pupil's individualized education program (IEP) or Section 504 Plan which the pupil regularly uses in the classroom for instruction and/or assessments(s) and that are either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment. Accommodations cannot fundamentally alter the comparability of scores.

(b) "Accessibility supports" means supports that may or may not (because they have not been previously identified) invalidate the measurement of the test; these supports are not universal tools, designated supports, or accommodations (e.g. read-a-loud of passages in grades 3 through 5). An LEA shall notify the COE in writing prior to the use of the accessibility support(s).

(c) "Achievement tests" means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(c) "Achievement tests" means any summative standardized test that measures the level of performance that a pupil has achieved on state-mandated content standards.

(d) "Alternate assessment" means an assessment as provided in Education Code section 60640(k) and its test materials developed to measure the level of performance for a pupil with disabilities who is unable to take the consortium summative assessment in English language arts and mathematics pursuant to Education Code section 60640(b)(1) or are unable to take an assessment of science pursuant to Education Code section 60640(b)(2), even with resources.

(e) "Assessment technology platform" means the electronic systems used to display items, accept item responses, store, deliver, score the tests and restrict access to outside sources, as well as report and manage assessment results. Assessment technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.

(f) "California Alternate Performance Assessment (CAPA)" is the alternate assessment and its test materials as provided in Education Code section 60640(k) for pupils with significant cognitive disabilities.

(g) "California Modified Assessment (CMA)" is the alternate assessment and its test materials for science based on modified achievement standards.

(h) "California Standards Tests (CSTs)" is the assessment and its test materials that measure the degree to which pupils are achieving the state content standards pursuant to Education Code section 60605.

(i) "Computer based tests (CBTs) means tests administered using an electronic computing device.

(j) "Designated supports" are resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan.

(k) "Eligible pupil," with the exception of subdivisions (1) through (3) below, is any pupil who is not exempt from participation in assessments pursuant to Education Code section 60615 or who is not a recently arrived English learner pupil exempt from participating in the English Language Arts assessment pursuant to Education Code section 60640(f)(1).

(1) For the primary language test, an eligible pupil is an English learner with a primary language for which a test is optional pursuant to Education Code section 60640.

(2) For CAPA, an eligible pupil is any pupil in grades 2 through 11, inclusive, who has an IEP that designates the use of the alternate assessment.

(3) For the CMA, an eligible pupil is any pupil in grades 5, 8, or 10, who has an IEP that designates the use of the modified assessment in science.

(l) “Embedded” means a resource, whether a universal tool, designated support, or accommodation, that is part of the assessment technology platform for the computer-based CAASPP tests.

(m) “Grade” means the grade in which the pupil is enrolled at the time of testing, as determined by the local educational agency.

(n) “Local educational agency (LEA)” means a county office of education, school district, state special board or direct-funded charter school as described in Education Code Section 47651.

(o) “Non-embedded” means a resource, whether a universal tool, designated support, or accommodation, that may be provided by the LEA and is not part of the assessment technology platform for the computer-based CAASPP tests.

(p) “Nonpublic schools (NPS)” are nonpublic, nonsectarian schools as set forth in Education Code section 56034.

(q) “Primary language test” means a test as provided in Education Code sections 60640(b) and (c) and its test materials in each primary language for which a test is available for English learners. The primary language test is the Standards-based Tests in Spanish (STS).

(r) “Recently arrived English learner” means a pupil designated as an English learner who is in his or her first 12 months of attending a school in the United States.

(s) “Scribe” is an employee of the LEA or a person assigned by an NPS to implement a pupil's IEP who has signed a CAASPP Test Security Affidavit and is required to transcribe a pupil's responses to the format required by the test. A pupil's parent or guardian is not eligible to be the pupil's scribe.

(t) A “significant medical emergency” is a significant accident, trauma, or illness (mental or physical) that precludes a pupil from taking the achievement tests. An accident, trauma, or illness is significant if the pupil has been determined by a licensed physician to be unable to participate in the tests.

(u) “Smarter-Balanced Assessment Consortium (Smarter Balanced)” is the multi-state consortium responsible for the development of the English language arts and mathematics summative assessments administered pursuant to Education Code section 60640(b)(1) and the

interim assessments and formative assessment tools administered pursuant to Education Code section 60642.6.

(v) "Standards-based Tests in Spanish (STS)" are the achievement tests and the test materials that are administered at the option of the LEA as the primary language test as provided in Education Code sections 60640(b) and (c) for pupils whose primary language is Spanish.

(w) "Test examiner" is an employee or contractor of an LEA or an NPS who has signed a CAASPP Test Security Affidavit. For an alternate assessment, the test examiner must be a certificated or licensed school, district, or county staff member.

(x) "Test materials" include, but are not limited to, administration manuals, administrative materials, test booklets, assessment technology platform, practice tests, scratch paper, and test answer documents, as part of the administration of the CAASPP tests.

(y) "Test proctor" is an employee of an LEA, or a person assigned by an NPS to implement a pupil's IEP or Section 504 Plan, who has signed a CAASPP Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests within the CAASPP assessment system.

(z) "Translator" is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to sections 853.5, who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the assessments pursuant to Education Code section 60640. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:

(1) an employee of an LEA;

(2) an employee of the NPS; or

(3) a person supervised by an employee of an LEA or an employee of the NPS.

(aa) "Universal tools" are resources of the CAASPP tests that are available to all pupils.

§ 851. Pupil Testing.

(a) LEAs shall administer the achievement tests and may administer the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in an LEA on the date testing begins in the pupil's school or LEA.

(b) No later than start of the 2014-2015 school year, for the purposes of the CAASPP assessment system, a charter school which is direct-funded pursuant to Education Code section 47651 shall test with, dependent on, the LEA that granted the charter or was designated the oversight agency by the local governing board.

(c) LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

(d) No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit.

§ 852. Pupil Exemptions.

(a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.

(b) The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. An LEA and its employees may discuss the CAASPP assessment system with parents and may inform parents of the availability

of exemptions under Education Code section 60615. The LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children.

§ 853. Administration.

(a) The CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

(b) If available, an LEA may utilize a paper-pencil version of any computer-based assessment (CBA) of the CAASPP assessment system, in accordance with Education Code section 60640(e), and if the LEA identifies the pupils that are unable to access the CBA version of the test.

(c) Interim assessments and formative assessment tools shall be made available to LEA(s) for use during the school year. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment is the responsibility of the LEA.

§ 853.5. Use of Universal Tools, Designated Supports, and Accommodations.

(a) All pupils (including English learners and students with disabilities) shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;

(2) calculator for specific mathematic items;

(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);

(5) English glossary for reading, writing, listening, and mathematics;

(6) expandable passages for reading, writing, listening, and mathematics;

(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);

(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;

(10) mark for review for reading, writing, listening, and mathematics;

(11) math tools for specific mathematics items;

(12) spell check for specific writing items;

(13) strikethrough for reading, writing, listening, and mathematics;

(14) writing tools for specific pupil generated responses; or

(15) zoom for reading, writing, listening, and mathematics.

(b) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) breaks;

(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;

(3) scratch paper;

(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;

(5) color overlay for science and primary language test;

(6) math tools (i.e., ruler, protractor) for specific mathematics items;

(7) simplify or clarify test administration directions (does not apply to test questions); or

(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

(c) All pupils (including English learners and students with disabilities) shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;

(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;

(4) translated test directions for mathematics;

(5) translations (glossary) for mathematics;

(6) translations (stacked) for mathematics; or

(7) turn off any universal tool for reading, writing, listening, and mathematics.

(g) An LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:

(1) LEA name and CDS code;

(2) school/test site and school code;

(3) school/test site address, city, and zip code;

(4) LEA CAASPP coordinator name, phone number, and email address;

(5) CAASPP test site coordinator name, phone number, and email address;

(6) school/test site testing window dates;

(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;

(8) CAASPP test and grade; and

(9) the individualized aid being requested.

§ 855. Testing Period.

(a)(1) For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

(2) For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. If an LEA elects to administer the primary language test, it shall do so during this same testing window.

(b) Beginning in the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) shall be administered to each pupil during the following testing windows:

(1) Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing.

(2) For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

(3) The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined

in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window.

(c) The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded.

§ 857. LEA CAASPP Coordinator.

(a) On or before September 30 of each school year, the superintendent of each LEA shall:

(1) designate from among the employees of the LEA an LEA CAASPP coordinator;

(2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 29 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system.

(c) The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

§ 858. CAASPP Test Site Coordinator.

(a) At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 29 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.

(b) The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests.

(c) The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes.

§ 859. CAASPP Test Security Agreement and Test Security Affidavit.

(a) All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, set forth in subdivision (b), before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(b) The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether

paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For the CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.

Signed: _____

Print Name: _____

Title: _____

LEA: _____

Date: _____

(c) All test examiners, proctors, translators, scribes, LEA CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose

of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.

(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.

(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.

(D) I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format.

(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.

(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.

(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.

(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.

(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.

(10) If I will administer and/or observe the administration of CAPA, which means that I am a certificated or a licensed LEA employee and a trained CAPA examiner, I will keep all the CAPA materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.

(11) I will actively supervise pupils throughout the testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (embedded and/or non-embedded universal tools, designated supports or accommodations) needed for the test being administered.

(12) I will administer the test(s) in accordance with the directions for test administrators and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.

(13) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____

Print Name: _____

Position: _____

School: _____

LEA: _____

Date: _____

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the

CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

§ 861. Data Elements for Test Registration and State and Federal Reporting.

(a) In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS).

(b) In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:

(1) if an eligible pupil is not tested due to a significant medical emergency;

(2) if a pupil used an accommodation(s);

(3) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);

(4) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and

(5) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.

(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting.

§ 862. Apportionment Information Report.

(a) Annually, the CDE shall make available electronically to each LEA an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level:

(1) The number of pupils enrolled in each school and in the LEA on the first day of testing.

(2) The number of pupils in each school and in the LEA tested with the alternate assessment.

(3) The number of pupils in each school and in the LEA exempted from testing at the request of their parents or guardians pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.

(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.

(6) The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.

(7) The number of English language learners who were administered a primary language test aligned to the English language arts standards pursuant to Education Code section 60640(b)(5)(B).

(8) Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.

(b) To be eligible for apportionment payment for the CAASPP assessments, LEAs must meet the following conditions:

(1) The LEA has returned all secure test materials, and

(2) The LEA CAASPP coordinator has certified the accuracy of the apportionment information report for assessments administered during the school year, which is either;

(A) transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or

(B) if transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began.

§ 862.5. Apportionment to LEAs.

(a) The amount of funding to be apportioned to the LEA shall be the amount established by the SBE per the number of tests administered to eligible pupils, and the number of pupils enrolled on the first day of testing who were not tested in the LEA. The number of tests administered and the number of pupils not tested shall be determined by the certification of the LEA CAASPP coordinator pursuant to section 862. For purposes of this portion of the apportionment, administration of the tests includes the following items:

(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.

(2) All expenses incurred at the LEA and school/test site(s) related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.

(4) All costs associated with transmitting the pupil report(s) to parents/guardians.

(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.

(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils.

§ 863. CAASPP Pupil Reports and Cumulative Record Labels.

(a) The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor.

(b) If the LEA receives the reports for the tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the LEA shall make the report available to the parent or guardian no later than the first 20 working days of the next school year.

(c) Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate

the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities.

§ 864. LEA Compliance with Contractor Requirements.

(a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.

(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:

(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and

(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

Summary of Activities

- Administration of the new computer-based/adaptive assessments, in accordance with sections 60640 and 60641; (CCR § 851)
- Administration of the tests at the time specified in the regulations; (CCR § 855)
- Making arrangements to test all eligible pupils, including those in alternative education programs or programs conducted off campus; (CCR § 851)
- District notified parents or guardians of their pupil's participation in the CAASPP assessment system; (CCR § 852)
- Administration of an additional test to pupils with limited English proficiency, as specified;
- Exempting students from CAASPP testing upon request by a pupil's parent or guardian, or if called for by the pupil's individualized education plan (IEP);
- Determination of the appropriate grade level test for pupils enrolled in a special education program;
- For the 2013-14 school year, the District administered the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2). (CCR § 855)
- For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, the District administered to each pupil during a testing window of 25 instructional days that included 12 instructional days before and

after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, was completed within this 25 instructional day window. (CCR § 855)

- In the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) were administered to each pupil during the following testing windows: (1) The testing window begin after at least 66 percent of a school's annual instructional days have been completed, and testing continued up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day, allowing for a 12-week window for testing. (CCR § 855)
- For grade 11 Smarter Balanced assessments and CAASPP tests were administered after January 2015, the testing window did not begin until at least 80 percent of the District's schools annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing. (CCR § 855)
- The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. (CCR § 855)
- Notifying parents or guardians, each year, of their pupil's participation in CAASPP, and of their right to opt-out pursuant to section 60615; (CCR § 852)
- Administering, scoring, transmitting, and returning the assessments in accordance with the manuals or other instructions provided by the contractor or by CDE; (CCR § 853)

- Interim assessments and formative assessment tools were made available to students for use during the school year; (CCR § 853)
- On or before September 30 of 2013-2014 and 2014-2015 school years, the superintendent/ District performed the following:

  (1) designated a District's CAASPP coordinator;

  (2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

  (3) report to the CAASPP contractor(s) the number of pupils enrolled in the

school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) District CAASPP coordinator was available through September 29 of the following school year to complete the District testing activities. The District notified the contractor(s) of the identity and contact information for the District CAASPP coordinator and the superintendent. The District CAASPP coordinator served as the District representative and the liaison between the District and the contractor(s) and the District and CDE for all matters related to the CAASPP assessment system.

(c) The District CAASPP coordinator's responsibilities included those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the District's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The District CAASPP coordinator ensured current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. (CCR § 857)

- Administering the CAASPP test via computer; (CCR § 852)
- Providing embedded and non-embedded universal tools, designated supports, and accommodations, as specified; (CCR § 853.5)
- Requesting and providing individualized aids, as necessary; (CCR § 853.5)
- Providing embedded and non-embedded supports to English learners, as specified; (CCR § 853.5)
- Designating a CAASPP test site coordinator for each test site, who shall be available through September 30 following the school year to resolve discrepancies in materials or errors; (CCR § 858)
- Reporting district-wide, school-level, and class-level results to the school district's governing board or county office of education;
- Abiding by any and all instructions provided by the CAASPP contractor or consortium; (CCR § 864)
- Ensuring that all LEA CAASPP coordinators and CAASPP test site coordinators sign the security agreement and affidavit, prior to receiving any test materials; and that all coordinators immediately report any security breaches or testing irregularities; (CCR § 859)

- Including CAASPP assessment results in each pupil's records; (CCR § 863)
- Providing any and all program and demographic data requested by CDE for inclusion in the California Longitudinal Pupil Achievement Data System; (CCR § 861)
- Forwarding or transmitting pupil results to the pupil's parent or guardian within 20 days of receipt from the contractor. (CCR § 863)

- Developing and implementing policies, training, procedures and forms.

(B) **A detailed description of existing activities and costs that are modified by the mandate.**

Claimants assert that the mandate creates all new activities. However, to the extent that the Commission instead finds that one or more activities are modified by the mandate, Claimants assert that these modifications result in the same increased cost to Claimants.

(C) The increased costs incurred by the claimant during the fiscal year for which the claim was filed to implement the alleged mandate.

Required Costs (2013-14)	Santa Ana Unified School District	Porterville Unified School District	Plumas Unified School District	Plumas County Office of Education
TOTAL	$4,169,795.70	$1,535,686.38	$509,533.07	$356,783.08

See attached declarations for explanation of costs.

(D) The actual or estimated annual costs that will be incurred by the claimant to implement the alleged mandate during the fiscal year immediately following the fiscal year for which the claim was filed.

Required Costs (2014-2015)	Santa Ana Unified School District	Porterville Unified School District	Plumas Unified School District	Plumas County Office of Education
TOTAL	$8,609,854.23	$3,340,840.67	$1,934,744.40	$380,061.64

(E) A statewide cost estimate of increased costs that all local agencies or school districts will incur to implement the alleged mandate during the fiscal year immediately following the fiscal year for which the claim was filed.

Claimants' estimate an annual statewide cost to all school districts and county offices of education of at least $600 Million.

(F) Identification of all of the following funding sources available for this program:

FY 2013-2014

(i) *Dedicated state funds*

Claimants are unaware at this time of any dedicated state funds specifically allocated for this program.

(ii) Dedicated federal funds

Claimants are unaware at this time of any dedicated state funds specifically allocated for this program.

(iii) Other nonlocal agency funds

Common Core Implementation Block Grant. However, districts and county offices of education are not required to use these funds to cover the cost of the mandated activities.

Claimants are unaware at this time of any dedicated nonlocal agency funds specifically allocated for this program.

(iv) The local agency's general purpose funds

Claimant is unaware at this time of any dedicated local agency's general purpose funds specifically allocated for this program.

(v) Fee authority to offset costs.

Claimant is unaware at this time of any fee authority that would able school districts and county offices of education to offset the costs of this program.

FY 2014-2015

(i) ***Dedicated state funds***

$126.8 million in local assistance provided for statewide pupil assessments in item 6110-113-0001 in the 2014 Budget Act. However, not all off these funds are available for this specific purpose.

Claimants are unaware at this time of any other dedicated state funds specifically allocated for this program.

(ii) <u>Dedicated federal funds</u>

$22.7 million in Federal Trust Fund (Title VI) local assistance provided in item 6110-113-0890 in the 2014 Budget Act. However, not all off these funds are available for this specific purpose.

Claimants are unaware at this time of any other dedicated federal funds specifically allocated for this program.

(iii) <u>Other nonlocal agency funds</u>

Common Core Implementation Block Grant. However, districts and county offices of education are not required to use these funds to cover the cost of the mandated activities.

Claimants are unaware at this time of any other dedicated nonlocal agency funds specifically allocated for this program.

(iv) <u>The local agency's general purpose funds</u>

Claimant is unaware at this time of any dedicated local agency's general purpose funds specifically allocated for this program.

(v) <u>Fee authority to offset costs.</u>

Claimant is unaware at this time of any fee authority that would able school districts and county offices of education to offset the costs of this program.

(G) <u>Identification of prior mandate determinations made by the Board of Control or the Commission on State Mandates that may be related to the alleged mandate.</u>

1) *Standardized Testing and Reporting (STAR) 97-TC-23.*
2) *Reconsideration of Test Claim 04-RL-9723-01, Statement of Decision (issued July 28, 2005)*
3) *California Assessment of Student Performance and Progress II (CAASPP 14-TC-01)*

(pending)

(H) Identification of a legislatively determined mandate pursuant to Government Code section 17573 that is on the same statute or executive order.

Claimant is unaware at this time of any legislatively determined mandate pursuant to Government Code section 17573 that is on the same statute or executive order.

SECTION NUMBER: 6
Heading: DECLARATION

I, Edward Thompson, Director of Student Performance, Assessment, Instructional Services for the Plumas Unified School District, Plumas County Office of Education, ("District") declare as follows:

As the District's CAASPP Test Coordinator I participated in and/or directed District staff in the following activities during the 2013-2014 and 2014-2015 school year. None of the activities were performed prior to February 3, 2014.

1. District administered the achievement tests and administered the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in the District an on the date testing began at the District.

2. District made arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

3. District notified parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604. The notification to parents or guardians included the provisions outlined in Education Code section 60615.

4. The CAASPP tests pursuant to Education Code section 60640 were administered, scored, transmitted, and/or returned by the District in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5. The procedures used by the District were designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

5. Interim assessments and formative assessment tools were made available to students for use during the school year.

6. All pupils (including English learners and students with disabilities) were provided the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;
(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;
(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics.
(b) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

7. All pupils (including English learners and students with disabilities) were provided the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.

8. District submitted a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The District CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. Written requests included:
(1) District name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) District CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.

9. For the 2013-14 school year, the District administered the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

10. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, the District administered to each pupil during a testing window of 25 instructional days that included

12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, was completed within this 25 instructional day window.

11. In the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) were administered to each pupil during the following testing windows:
(1) The testing window begin after at least 66 percent of a school's annual instructional days have been completed, and testing continued up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day, allowing for a 12-week window for testing.

12. For grade 11 Smarter Balanced assessments and CAASPP tests were administered after January 2015, the testing window did not begin until at least 80 percent of the District's schools annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

13. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days.

14. On or before September 30 of 2013-2014 and 2014-2015 school years, the superintendent/ District performed the following:

(1) designated a District's CAASPP coordinator;

(2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) District CAASPP coordinator was available through September 29 of the following school year to complete the District testing activities. The District notified the contractor(s) of the identity and contact information for the District CAASPP coordinator and the superintendent. The District CAASPP coordinator served as the District representative and the liaison between

the District and the contractor(s) and the District and CDE for all matters related to the CAASPP assessment system.

(c) The District CAASPP coordinator's responsibilities included those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the District's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The District CAASPP coordinator ensured current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

15. At each test site each school or program operated by the District, the superintendent or the District CAASPP coordinator designated a CAASPP test site coordinator. The CAASPP test site coordinator, or the site principal or his or her designee, was available to the District CAASPP coordinator by telephone through September 29 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. The CAASPP test site coordinator's responsibilities are defined in the contractor's(s') and CDE's administrative manuals and documentation, and included overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests.
The CAASPP test site coordinator was responsible for the training of test examiners, translators, proctors, and scribes.

16. The District CAASPP coordinators and CAASPP test site coordinators signed the CAASPP Test Security Agreement before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(a) The CAASPP Test Security Agreement included the following:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:
(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the District who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the District office.
(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.
(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.
(6) For the CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.
By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.
Signed: Edward Thompson
Print Name: EDWARD THOMPSON
Title: DIRECTOR STUDENT PERFORMANCE ASSESSMENT, INSTRUCTIONAL SERVICES
LEA: PLUMAS UNIFIED SCHOOL DISTRICT
Date: JULY 31, 2015
(c) All test examiners, proctors, translators, scribes, District CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).
(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may

be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and District staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.

(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.

(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.

(D) I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format.

(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.

(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing

any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.
(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of CAPA, which means that I am a certificated or a licensed LEA employee and a trained CAPA examiner, I will keep all the CAPA materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (embedded and/ or non-embedded universal tools, designated supports or accommodations) needed for the test being administered.
(12) I will administer the test(s) in accordance with the directions for test administrators and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.
(13) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: Edward Thompson
Print Name: EDWARD THOMPSON
Position: DIRECTOR STUDENT PERFORMANCE, ASSESSMENT, INSTRUCTIONAL SERVICES
School: PLUMAS UNIFIED SCHOOL DISTRICT DISTRICT OFFICE
LEA: PLUMAS UNIFIED SCHOOL DISTRICT
Date: JULY 31, 2015

(e) To maintain the security of the CAASPP assessment system, all District CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

17. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, the District provided any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). In addition to the demographic and program data required to be reported in section 861(a), the District reported to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used an accommodation(s);
(3) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(4) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(5) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The District ensured that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window.

18. The District transmitted pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor. The District maintains pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer.

I certify by my signature below, under penalty of perjury under the laws of the State of

California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: August 3, 2015

EDWARD THOMPSON
DIRECTOR OF STUDENT PERFORMANCE,
ASSESSMENT, INSTRUCTIONAL SERVICES
Plumas Unified School District,
Plumas County Office of Education

SECTION NUMBER: 6
Heading: DECLARATION

I, Edward Thompson, Director of Student Performance, Assessment, Instructional Services for the Plumas Unified School District, Plumas County Office of Education, ("District") declare as follows:

A. I was employed with the District and I have personal knowledge of the costs incurred by the District for the CAASPP program in fiscal years 2013-2014; 2014-2015. The information contained in my declaration is from reviewing District business records and my personal knowledge pertaining to the CAASPP program.

B. The summary of costs and invoices for the following activities were incurred by the District from February 3, 2014 through June 30, 2014.

C. There is a wide range of costs range and the supporting documents are voluminous. I have attached the invoices/purchase orders totaling $321,992.70.

1. Costs involved in administering the achievement tests, non-teacher time, costs for hardware, software. Cost are $346,992.70

2. Making arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. Activities included: Communication through emails/phone calls with NPS Coordinators and Home/Hospital Teachers. No activities or costs.

3. Notifying parents or guardians of their pupil's participation in the CAASPP assessment system. Activities included: Letters was mailed to parents in March 2014.

4. Administering, scoring, transmitting, and/or returning the CAASPP tests to the CDE. Activities included: Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test.

5. Costs incurred in administration of a CAASPP test via a computing device, the use of an assessment technology platform, and the adaptive engine. Costs are included in item 1 above.

6. Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Monthly information was provided to principals on the components of interim assessments and formative assessment tools (not released during pilot). Sites took practice tests and trained their staff on the new assessment types. Realigned district assessment portfolio to include varied assessment types including extended response scoring and growth based assessments.

7. All pupils shall be permitted non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language. Activities included: Training was given to Site Coordinators by Research & Evaluation/Special Ed Staff; Site Coordinators trained their Special Ed/General Ed teachers; Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test.

8. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE. Activities included: Training was given to Site Coordinators by Research & Evaluation; Handouts/Additional materials were given to Site Coordinators through emails. Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test. Costs are $72,648.69.

9. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window. Training, handouts and materials was given to Site Coordinators by staff. It took approximately 4 hours to complete the field test. Costs are included in 8.

10. LEA CAASPP Coordinator activities.
(1) designated a District's CAASPP coordinator. (Costs included in 9).
(2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e). For the 13-14 school year, no paper-pencil versions were needed. Costs included in 9.
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test. Costs are $272,243.00.

(b) District CAASPP coordinator was available through September 29 of the following school year to complete the District testing activities. The District notified the contractor(s) of the identity and contact information for the District CAASPP coordinator and the superintendent. The District CAASPP coordinator served as the District representative and the liaison between the District and the contractor(s) and the District and CDE for all matters related to the CAASPP assessment system. Costs are included in 10.

(c) The District CAASPP coordinator's responsibilities included those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the District's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. Each elementary/intermediate school had a site coordinator attend training. There were 7 site coordinators that attended training for about 4-5 hours. Costs are included in 10.

(d) The District CAASPP coordinator ensured current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. Activities included: Meetings with LEA CAASPP Coordinator, TIS Staff, and LIT Staff occurred many times before and during CAASPP testing; Ongoing communication with LEA CAASPP Coordinator, IT classified staff emails/phone calls. Costs are included in 10.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. LEA CAASPP Coordinator trained Site Coordinators for a minimum of three hours before CAASPP testing on security, procedures/protocols, administration, etc. LEA CAASPP Coordinator communicated regularly with Site Coordinators through emails/phone calls.

11. CAASPP Test Site Coordinator activities.
(a) Site Administrators assigned a staff member(s) to be CAASPP Site Coordinator;
LEA CAASPP Coordinator met with Site Coordinators before testing and trained them on security, procedures/protocols, administration, etc.;
LEA CAASPP Coordinator communicated regularly with Site Coordinators through emails/phone calls;
Each elementary/intermediate school had a site coordinator attend training;
There were 7 site coordinators that attended training for about 4-5 hours.
Costs are included in 10.

(b) Site Coordinators trained their staff on security, procedures/protocols, administration, etc.;
Site Coordinators had ongoing communication with LEA CAASPP Coordinator through emails/phone calls;
Site Coordinators helped their staff during testing by proctoring, creating test sessions, etc.
Costs are included in 10.

(c) Site Coordinators trained their staff on security, procedures/protocols, administration, etc.;
Site Coordinators had ongoing communication with LEA CAASPP Coordinator through emails/phone calls;
Site Coordinators helped their staff during testing by proctoring, creating test sessions, etc.
Costs are included in 10.

(d) Site Coordinators trained their staff on Universal Tools, Designated Supports, and Accommodations (UDAs);Site Coordinators entered UDAs for identified students on TOMS (Test Operations Management System); Site Coordinators monitored identified students to ensure that UDAs were accessible. Cost are included in 10.

12. LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS).
Activities included: Staff ensured that all demographic information was correct based on what was inputted in Aeries.

13. The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor. District mailed results with letter explaining testing.

14. Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer.

Activities included:
Staff uploads results to Aeries and OARS;
Staff goes through shipment of boxes before sending them to the sites;
Site Coordinators make sure that results (hard copy) are filed into student cumulative file.

Total 2013-14 costs are $509, 533.07

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: August 6, 2015

EDWARD THOMPSON
DIRECTOR OF STUDENT PERFORMANCE, ASSESSMENT, INSTRUCTIONAL SERVICES FOR PLUMAS UNIFIED SCHOOL DISTRICT, PLUMAS COUNTY OFFICE OF EDUCATION,

SECTION NUMBER: 6
Heading: DECLARATION

I, Sergio Mendoza, Director of Assessment and Accountability for the Porterville Unified School District, ("District") declare as follows:

As the District's CAASPP Test Coordinator I participated in and/or directed District staff in the following activities during the 2014-2015 school year.

1. District administered the achievement tests and administered the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in the District an on the date testing began at the District.

2. District made arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

3. District notified parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604. The notification to parents or guardians included the provisions outlined in Education Code section 60615.

4. The CAASPP tests pursuant to Education Code section 60640 were administered, scored, transmitted, and/or returned by the District in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5. The procedures used by the District were designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

5. Interim assessments and formative assessment tools were made available to students for use during the school year.

6. All pupils (including English learners and students with disabilities) were provided the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;
(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;
(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics.
(b) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

7. All pupils (including English learners and students with disabilities) were provided the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;

(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.

8. District submitted a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The District CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. Written requests included:
(1) District name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) District CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.

9. For the 2013-14 school year, the District administered the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

10. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, the District administered to each pupil during a testing window of 25 instructional days that included 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, was completed within this 25 instructional day window.

11. In the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) were administered to each pupil during the following testing windows:
(1) The testing window begin after at least 66 percent of a school's annual instructional days have been completed, and testing continued up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day, allowing for a 12-week window for testing.

12. For grade 11 Smarter Balanced assessments and CAASPP tests were administered after January 2015, the testing window did not begin until at least 80 percent of the District's schools annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

13. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days.

14. On or before September 30 of 2013-2014 and 2014-2015 school years, the superintendent/ District performed the following:

(1) designated a District's CAASPP coordinator;

(2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) District CAASPP coordinator was available through September 29 of the following school year to complete the District testing activities. The District notified the contractor(s) of the identity and contact information for the District CAASPP coordinator and the superintendent. The District CAASPP coordinator served as the District representative and the liaison between the District and the contractor(s) and the District and CDE for all matters related to the CAASPP assessment system.

(c) The District CAASPP coordinator's responsibilities included those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the District's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The District CAASPP coordinator ensured current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

15. At each test site each school or program operated by the District, the superintendent or the District CAASPP coordinator designated a CAASPP test site coordinator. The CAASPP test site coordinator, or the site principal or his or her designee, was available to the District

CAASPP coordinator by telephone through September 29 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. The CAASPP test site coordinator's responsibilities are defined in the contractor's(s') and CDE's administrative manuals and documentation, and included overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. The CAASPP test site coordinator was responsible for the training of test examiners, translators, proctors, and scribes.

16. The District CAASPP coordinators and CAASPP test site coordinators signed the CAASPP Test Security Agreement before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(a) The CAASPP Test Security Agreement included the following:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the District who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the District office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For the CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.
Signed: _____
Print Name: _____
Title: _____
LEA: _____
Date: _____
(c) All test examiners, proctors, translators, scribes, District CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).
(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:
(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.
(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.
(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.
(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and District staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.
(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.

(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.
(D) I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format.
(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.
(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.
(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of CAPA, which means that I am a certificated or a licensed LEA employee and a trained CAPA examiner, I will keep all the CAPA materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (embedded and/or non-embedded universal tools, designated supports or accommodations) needed for the test being administered.

(12) I will administer the test(s) in accordance with the directions for test administrators and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.
(13) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.
Signed: _____
Print Name: _____
Position: _____
School: _____
LEA: _____
Date: _____
(e) To maintain the security of the CAASPP assessment system, all District CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

17. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, the District provided any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). In addition to the demographic and program data required to be reported in section 861(a), the District reported to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used an accommodation(s);
(3) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(4) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(5) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The District ensured that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window.

18. The District transmitted pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor. The District maintains pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: August 6, 2015

Sergio Mendoza
Director of Assessment and Accountability
Porterville Unified School District,

SECTION NUMBER: 6
Heading: DECLARATION

I, Nate Nelson, Assistant Superintendent of Human Resources, for the Porterville Unified School District, ("District") declare as follows:

A. I am currently employed with the District and I have personal knowledge of the costs incurred by the District for the CAASPP program in fiscal years 2013-2014; 2014-2015. The information contained in my declaration is from reviewing District business records and my personal knowledge pertaining to the CAASPP program.

B. The summary of costs and invoices for the following activities were incurred by the District from February 3, 2014 through June 30, 2014. None of the costs were incurred prior to February 3, 2014.

C. The supporting documents for the costs are voluminous. I have attached CAASPP invoices/purchase orders that total $790,912.45.

1. Costs involved in administering the achievement tests, non-teacher time, costs for hardware, software were incurred with the following vendors: Apple; CDW; DeepSurplus; Dell; Double Radius; Monoprice; Newegg. Costs are $1,429,411.38.

2. Making arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. The District did not incur costs for this activity.

3. Notifying parents or guardians of their pupil's participation in the CAASPP assessment system. Activities included: Letters were mailed to parents in March 2014. Costs are $2820.00

4. Administering, scoring, transmitting, and/or returning the CAASPP tests to the CDE. Activities included: Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test. Costs are $850.00.

5. Costs incurred in administration of a CAASPP test via a computing device, the use of an assessment technology platform, and the adaptive engine. Costs are included in item 1 above.

6. Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Monthly information was provided to principals on the components of interim assessments and formative assessment tools (not released during pilot). The District did not incur costs for this activity.

7. All pupils shall be permitted non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language. Activities included: Training was given to Site Coordinators; Site Coordinators trained their Special Ed/General Ed teachers; Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test. Costs are $ 850.00

8. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE. Activities included: Training was given to Site Coordinators; Handouts/Additional materials were given to Site Coordinators through emails. Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test. Costs are $106,275.00

9. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window. Training, handouts and materials were given to Site Coordinators by staff. It took approximately 4 hours to complete the field test. Costs included in 7.

10. LEA CAASPP Coordinator activities.
(1) designated a District's CAASPP coordinator. (Costs included in 10 (c).
(2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e). For the 13-14 school year, no paper-pencil versions were needed. Costs included in 10 (c).
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test. Costs included in 8.

(b) District CAASPP coordinator was available through September 29 of the following school year to complete the District testing activities. The District notified the contractor(s) of the identity and contact information for the District CAASPP coordinator and the superintendent. The District CAASPP coordinator served as the District representative and the liaison between the District and the contractor(s) and the District and CDE for all matters related to the CAASPP assessment system. Costs are included in 8.

(c) The District CAASPP coordinator's responsibilities included those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the District's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. Each elementary/intermediate school had a site coordinator attend training. There were 23 site coordinators that attended training for about 4-5 hours. Costs are included in 8.

(d) The District CAASPP coordinator ensured current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. Activities included: Meetings with District CAASPP Coordinator, Staff occurred many times before and during CAASPP testing; verify each computer device had SBAC application this was performed in March 2014. Ongoing communication with District CAASPP Coordinator, IT Staff through emails/phone calls. Costs are included in 1.

(e) The District CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. District CAASPP Coordinator trained Site Coordinators for a minimum of six hours before CAASPP testing on security, procedures/protocols, administration, etc. District CAASPP Coordinator communicated regularly with Site Coordinators through emails/phone calls.

11. CAASPP Test Site Coordinator activities.
(a) Site Administrators assigned a staff member(s) to be CAASPP Site Coordinator;
District CAASPP Coordinator met with Site Coordinators before testing and trained them on security, procedures/protocols, administration, etc.;
District CAASPP Coordinator communicated regularly with Site Coordinators through emails/phone calls;
Each elementary/intermediate school had a site coordinator attend training;
There were site coordinators that attended training for about 4-5 hours.
Costs are included in 8.

(b) Site Coordinators trained their staff on security, procedures/protocols, administration, etc.;
Site Coordinators had ongoing communication with District CAASPP Coordinator through emails/phone calls;
Site Coordinators helped their staff during testing by proctoring, creating test sessions, etc.

(c) Site Coordinators trained their staff on security, procedures/protocols, administration, etc.;

Site Coordinators had ongoing communication with District CAASPP Coordinator through emails/phone calls;
Site Coordinators helped their staff during testing by proctoring, creating test sessions, etc.
Costs are $4752.00.

(d) Site Coordinators trained their staff on Universal Tools, Designated Supports, and Accommodations (UDAs);Site Coordinators entered UDAs for identified students on TOMS (Test Operations Management System); Site Coordinators monitored identified students to ensure that UDAs were accessible.

12. LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). Activities included: Staff ensured that all demographic information was correct based on what was inputted in Aeries. (approx. 3 hours)

13. The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor. District mailed results with letter explaining testing. District did not incur any costs for this activities.

14. Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. District did not incur any costs for this activities.

Total costs for 2013-14 are $1,535,686.38.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: August 6, 2015

Nate Nelson
Assistant Superintendent of Human Resources,
Porterville Unified School District

SECTION NUMBER: 6
Heading: DECLARATION

I, Isaac Nunez, Director of Assessment and Accountability for the Porterville Unified School District, ("District") declare as follows:

As the District's CAASPP Test Coordinator I participated in and/or directed District staff in the following CAASPP activities during the 2013-2014 school year. None of the activities were performed prior to February 3, 2014.

1. District administered the achievement tests and administered the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in the District on the date testing began at the District.

2. District made arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

3. District notified parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604. The notification to parents or guardians included the provisions outlined in Education Code section 60615.

4. The CAASPP tests pursuant to Education Code section 60640 were administered, scored, transmitted, and/or returned by the District in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5. The procedures used by the District were designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

5. Interim assessments and formative assessment tools were made available to students for use during the school year. All of the assessments were not available for the Spring 2014 field tests.

6. All pupils (including English learners and students with disabilities) were provided the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;
(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;
(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics.
(b) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

7. All pupils (including English learners and students with disabilities) were provided the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.

8. District submitted a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The District CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. Written requests included:
(1) District name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) District CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.

9. For the 2013-14 school year, the District administered the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

10. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, the District administered to each pupil during a testing window of 25 instructional days that included 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, was completed within this 25 instructional day window.

11. In the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) were administered to each pupil during the following testing windows:
(1) The testing window begin after at least 66 percent of a school's annual instructional days have been completed, and testing continued up to and including the last day of instruction for the

regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day, allowing for a 12-week window for testing.

12. For grade 11 Smarter Balanced assessments and CAASPP tests were administered after January 2015, the testing window did not begin until at least 80 percent of the District's schools annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

13. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days.

14. On or before September 30 of 2013-2014 and 2014-2015 school years, the superintendent/ District performed the following:

(1) designated a District's CAASPP coordinator;

(2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) District CAASPP coordinator was available through September 29 of the following school year to complete the District testing activities. The District notified the contractor(s) of the identity and contact information for the District CAASPP coordinator and the superintendent. The District CAASPP coordinator served as the District representative and the liaison between the District and the contractor(s) and the District and CDE for all matters related to the CAASPP assessment system.

(c) The District CAASPP coordinator's responsibilities included those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the District's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The District CAASPP coordinator ensured current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

15. At each test site each school or program operated by the District, the superintendent or the District CAASPP coordinator designated a CAASPP test site coordinator. The CAASPP test site coordinator, or the site principal or his or her designee, was available to the District CAASPP coordinator by telephone through September 29 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. The CAASPP test site coordinator's responsibilities are defined in the contractor's(s') and CDE's administrative manuals and documentation, and included overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. The CAASPP test site coordinator was responsible for the training of test examiners, translators, proctors, and scribes.

16. The District CAASPP coordinators and CAASPP test site coordinators signed the CAASPP Test Security Agreement before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(a) The CAASPP Test Security Agreement included the following:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the District who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the District office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For the CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the

assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.

Signed: _____

Print Name: _____

Title: _____

LEA: _____

Date: _____

(c) All test examiners, proctors, translators, scribes, District CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and District staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.
(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.
(D) I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format.
(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.
(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.
(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of CAPA, which means that I am a certificated or a licensed LEA employee and a trained CAPA examiner, I will keep all the CAPA materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their

answer documents, following instructions, and are accessing only authorized materials (embedded and/or non-embedded universal tools, designated supports or accommodations) needed for the test being administered.

(12) I will administer the test(s) in accordance with the directions for test administrators and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.

(13) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____

Print Name: _____

Position: _____

School: _____

LEA: _____

Date: _____

(e) To maintain the security of the CAASPP assessment system, all District CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

17. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, the District provided any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). In addition to the demographic and program data required to be reported in section 861(a), the District reported to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used an accommodation(s);
(3) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(4) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(5) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The District ensured that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: August 6, 2015

Isaac Nunez
Director of Assessment and Accountability
Porterville Unified School District

SECTION NUMBER: 6
Heading: DECLARATION

I, Michele L. Cunha, Coordinator of Student Achievement, was and is currently acting District CAASPP Coordinator for the Santa Unified School District, ("District") declare as follows:

As the District's CAASPP ~~Test~~ Coordinator I participated in and/or directed District staff in the following activities during the 2013-2014 and 2014-2015 school year. None of the activities were performed prior to February 3, 2014.

1. District administered the achievement tests and administered the primary language test pursuant to Education Code section 60640 to each eligible pupil enrolled in the District an on the date testing began at the District.

2. District made arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.

3. District notified parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604. The notification to parents or guardians included the provisions outlined in Education Code section 60615.

4. The CAASPP tests pursuant to Education Code section 60640 were administered, scored, transmitted, and/or returned by the District in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with universal tools, designated supports, and accommodations specified in sections 853.5. The procedures used by the District were designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

5. Interim assessments and formative assessment tools were made available to students for use during the school year.

6. All pupils (including English learners and students with disabilities) were provided the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:
(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;
(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;
(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics.
(b) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

7. All pupils (including English learners and students with disabilities) were provided the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.

8. District submitted a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The District CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. Written requests included:
(1) District name and CDS code;
(2) school/test site and school code;
(3) school/test site address, city, and zip code;
(4) District CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.

9. For the 2013-14 school year, the District administered the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

10. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, the District administered to each pupil during a testing window of 25 instructional days that included 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, was completed within this 25 instructional day window.

11. In the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) were administered to each pupil during the following testing windows:
(1) The testing window begin after at least 66 percent of a school's annual instructional days have been completed, and testing continued up to and including the last day of instruction for the

regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day, allowing for a 12-week window for testing.

12. For grade 11 Smarter Balanced assessments and CAASPP tests were administered after January 2015, the testing window did not begin until at least 80 percent of the District's schools annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

13. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days.

14. On or before September 30 of 2013-2014 and 2014-2015 school years, the superintendent/ District performed the following:

(1) designated a District's CAASPP coordinator;

(2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) District CAASPP coordinator was available through September 29 of the following school year to complete the District testing activities. The District notified the contractor(s) of the identity and contact information for the District CAASPP coordinator and the superintendent. The District CAASPP coordinator served as the District representative and the liaison between the District and the contractor(s) and the District and CDE for all matters related to the CAASPP assessment system.

(c) The District CAASPP coordinator's responsibilities included those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the District's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The District CAASPP coordinator ensured current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

15. At each test site each school or program operated by the District, the superintendent or the District CAASPP coordinator designated a CAASPP test site coordinator. The CAASPP test site coordinator, or the site principal or his or her designee, was available to the District CAASPP coordinator by telephone through September 29 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. The CAASPP test site coordinator's responsibilities are defined in the contractor's(s') and CDE's administrative manuals and documentation, and included overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. The CAASPP test site coordinator was responsible for the training of test examiners, translators, proctors, and scribes.

16. The District CAASPP coordinators and CAASPP test site coordinators signed the CAASPP Test Security Agreement before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(a) The CAASPP Test Security Agreement included the following:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the District who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the District office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For the CAPA or its successor alternate assessment), I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the

assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read and will abide by the above conditions.

Signed: _____

Print Name: _____

Title: _____

LEA: _____

Date: _____

(c) All test examiners, proctors, translators, scribes, District CAASPP coordinators and CAASPP test site coordinators, and any other persons having access to any of the tests and test materials, assessment technology platform, registration system, adaptive engine, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and District staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.
(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.
(D) I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format.
(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.
(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the assessment delivery system.
(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.
(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.
(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.
(10) If I will administer and/or observe the administration of CAPA, which means that I am a certificated or a licensed LEA employee and a trained CAPA examiner, I will keep all the CAPA materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.
(11) I will actively supervise pupils throughout the testing session to ensure that they are working on the correct test section or part, marking their answers in the correct section of their

answer documents, following instructions, and are accessing only authorized materials (embedded and/or non-embedded universal tools, designated supports or accommodations) needed for the test being administered.
(12) I will administer the test(s) in accordance with the directions for test administrators and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.
(13) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.
Signed: _____
Print Name: _____
Position: _____
School: _____
LEA: _____
Date: _____
(e) To maintain the security of the CAASPP assessment system, all District CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

17. In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, the District provided any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). In addition to the demographic and program data required to be reported in section 861(a), the District reported to the CDE the following information:
(1) if an eligible pupil is not tested due to a significant medical emergency;
(2) if a pupil used an accommodation(s);
(3) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);
(4) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and
(5) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.
(c) The District ensured that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window.

18. The District transmitted pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor. The District maintains pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: August 6, 2015

MICHELE L. CUNHA
COORDINATOR OF STUDENT ACHIEVEMENT
DISTRICT CAASPP COORDINATOR
SANTA ANA UNIFIED SCHOOL DISTRICT

SECTION NUMBER: 6
Heading: DECLARATION

I, Stefanie Phillips, Deputy Superintendent, for the Santa Unified School District, ("District") declare as follows:

A. I am currently employed with the District and I have personal knowledge of the costs incurred by the District for the CAASPP program in fiscal years 2013-2014; 2014-2015. The information contained in my declaration is from reviewing District business records and my personal knowledge.

B. The summary of costs and invoices for the following activities were incurred by the District from February 3, 2014 through June 30, 2014.

C. The costs have a very wide range with the supporting documents voluminous. I have attached the invoices/purchase orders that total $ 3,086,478.29, approximately seventy five percent of the District's total costs incurred from February 3, 2014 through June 30, 2014.

1. Costs involved in administering the achievement tests, non-teacher time, costs for hardware, software. $ 3,217,495.70.

2. Making arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. Activities included: Communication through emails/phone calls with NPS Coordinators and Home/Hospital Teachers and R&E Staff; Face-to-Face training for 4-5 hours was given to NPS Coordinators and Home/Hospital Teachers; For NPS Coordinators unable to attend trainings, emails were sent with handouts/attachments. Costs are approximately $ 400.00.

3. Notifying parents or guardians of their pupil's participation in the CAASPP assessment system. Activities included: Letter was mailed to parents in March 2014. Costs are 16,000.00.

4. Administering, scoring, transmitting, and/or returning the CAASPP tests to the CDE. Activities included: Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test. Costs are $ 14,450.00.

5. Costs incurred in administration of a CAASPP test via a computing device, the use of an assessment technology platform, and the adaptive engine. Costs are included in item 1 above.

6. Interim assessments and formative assessment tools shall be made available to LEA(s) for use. Monthly information was provided to principals on the components of interim assessments and formative assessment tools (not released during pilot). Sites took practice tests and trained their staff on the new assessment types. Realigned district assessment portfolio to include varied assessment types including extended response scoring and growth based assessments.

7. All pupils shall be permitted non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language. Activities included: Training was given to Site Coordinators by Research & Evaluation/Special Ed Staff; Site Coordinators trained their Special Ed/General Ed teachers; Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test. Costs are $479,384.00.

8. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE. Activities included: Training was given to Site Coordinators by Research & Evaluation; Handouts/Additional materials were given to Site Coordinators through emails and access to Research & Evaluation Website on Staff Portal. Students in grades 3-8 were administered the field tests. It took students approx. 4 hours to complete the field test. Costs are $479,384.00.

9. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window. Training, handouts and materials was given to Site Coordinators by staff. It took approximately 4 hours to complete the field test.

10. LEA CAASPP Coordinator activities.
(1) designated a District's CAASPP coordinator. (Costs included in 10 (c).
(2) identify school(s) with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e). For the 13-14 school year, no paper-pencil versions were needed. Costs included in 10 (c).
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test. Costs included in 10 (c).

(b) District CAASPP coordinator was available through September 29 of the following school year to complete the District testing activities. The District notified the contractor(s) of the

identity and contact information for the District CAASPP coordinator and the superintendent. The District CAASPP coordinator served as the District representative and the liaison between the District and the contractor(s) and the District and CDE for all matters related to the CAASPP assessment system. Costs are $102,874.00

(c) The District CAASPP coordinator's responsibilities included those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the District's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. Each elementary/intermediate school had a site coordinator attend training. There were 46 site coordinators that attended training for about 4-5 hours. Costs are $450,458.00

(d) The District CAASPP coordinator ensured current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. Activities included: Meetings with LEA CAASPP Coordinator, TIS Staff, and LIT Staff occurred many times before and during CAASPP testing; Ongoing communication with LEA CAASPP Coordinator, TIS Staff, and LIT Staff through emails/phone calls. Costs are $2,381.00.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. LEA CAASPP Coordinator trained Site Coordinators for a minimum of six hours before CAASPP testing on security, procedures/protocols, administration, etc. LEA CAASPP Coordinator communicated regularly with Site Coordinators through emails/phone calls.

11. CAASPP Test Site Coordinator activities.
(a) Site Administrators assigned a staff member(s) to be CAASPP Site Coordinator;
LEA CAASPP Coordinator met with Site Coordinators before testing and trained them on security, procedures/protocols, administration, etc.;
LEA CAASPP Coordinator communicated regularly with Site Coordinators through emails/phone calls;
Each elementary/intermediate school had a site coordinator attend training;
There were 46 site coordinators that attended training for about 4-5 hours.
Costs are included in 10 (c).

(b) Site Coordinators trained their staff on security, procedures/protocols, administration, etc.;
Site Coordinators had ongoing communication with LEA CAASPP Coordinator through emails/phone calls;
Site Coordinators helped their staff during testing by proctoring, creating test sessions, etc.

(c) Site Coordinators trained their staff on security, procedures/protocols, administration, etc.; Site Coordinators had ongoing communication with LEA CAASPP Coordinator through emails/phone calls;
Site Coordinators helped their staff during testing by proctoring, creating test sessions, etc.
Costs are $220,052.00

(d) Site Coordinators trained their staff on Universal Tools, Designated Supports, and Accommodations (UDAs);Site Coordinators entered UDAs for identified students on TOMS (Test Operations Management System); Site Coordinators monitored identified students to ensure that UDAs were accessible.

12. LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS). Activities included: Research & Evaluation Staff and Donna Wong ensured that all demographic information was correct based on what was inputted in Aeries. (approx. 3 hours. $162.00)

13. The LEA shall forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days from receipt of the results from the contractor. District mailed results with letter explaining testing. Costs are approximately $23,000.00.

14. Schools are responsible for maintaining pupil's scores with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer.

Activities included:

Research & Evaluation Staff uploads results to Illuminate; (Uploading to Illuminate: approx. 10 minutes.);
Research & Evaluation Staff works with TIS to ensure that results are uploaded into Aeries; (Cleaning data for Aeries upload; Research & Evaluation Staff cleans data and then sends file to TIS: approx. 8 hours.);
Research & Evaluation Staff goes through shipment of boxes before sending them to the sites; (approx. 2 hours);
Site Coordinators make sure that results (hard copy) are filed into student cumulative file. (approx. 3-5 days per school. $122,524)

Total costs are $4,169,795.70

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: August 6, 2015

STEFANIE PHILLIPS
DEPUTY SUPERINTENDENT
SANTA ANA UNIFIED SCHOOL DISTRICT

TigerDirect

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0000126938

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PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

SOLD TO:-

PLUMAS UNIFIED SCHOOLS
ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

DP014-01521 05/19/14

YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by
L34124600106	05/21/14	YRC FREIGHT	05/21/14	06/05/14

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
WAREHOUSE					
8	8	H24-75125	HP DL360P G8 E5-2609 2.4/8/NOHDD/NOOS SVR	1,860.98	14,887.84
28	28	H24-75321	HP 300GB 6G SAS 15K SFF SC ENT HDD/S-BUY	429.52	12,026.56
8	8	H24-A781935	APC SMART UPS X 750VA RACK/TOWER	438.35	3,506.80
8	8	H24-A773046	APC SMART-UPS X-SERIES 48V EXTERNAL BATT	459.85	3,678.80

*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
*** JOSE.MPEREZ@TIGERDIRECT.COM ***

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14 JUN -2 AM 12:00

ORIGINAL

ACCOUNTS 30 DAYS AND OVER ARE SUBJECT TO A **FINANCE CHARGE** OF 1¼% PER MONTH WHICH IS AN **ANNUAL PERCENTAGE RATE OF 18%** TO BE APPLIED TO THE UNPAID BALANCE.

SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
2563.66	NAPERVILLE	82.16 $	34,182.16

TigerDirect

TigerDirect Inc.
7795 West Flagler Street, Suite 35
Miami , Florida 33144
Sales Only: 1-888-278-4437
Cust Serv: 1-800-800-8300
Collections: 1-888-237-6696

PAGE: 1

INVOICE

PLEASE REMIT TO:
TigerDirect Inc.
P O Box 935313
Atlanta GA 31193-5313

PLEASE REFER TO YOUR ACCOUNT NO., OUR INVOICE AND ORDER NO. IN ALL COMMUNICATIONS REGARDING THIS INVOICE

YOUR ACCOUNT NO.

0000126938

SOLD TO:

PLUMAS UNIFIED SCHOOLS
ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

SHIP TO (IF OTHER THAN "SOLD TO")

WAREHOUSE
PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

DPO14-01521 05/19/14

YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by
L34124600111	05/20/14	YRC FREIGHT	05/20/14	06/04/14

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
WAREHOUSE					
1	1	B75-1562	Buffalo DriveStation Duo USB 3.0 4 TB (2 x 2 TB)	294.71	294.71
6	6	H24-503296B21 16248	P-S 460W COMMON SLOT-GOLD	148.45	890.70
8	8	H24-357898	HP S-Buy3y6hr24x7CTR ProLiantDL36x HWSup	762.24	6,097.92
12	12	OQC-102116509	32GB KIT 2X16GB REG DDR3	386.81	4,641.72

*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
*** JOSE.MPEREZ@TIGERDIRECT.COM ***

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14 MAY 29 AM 12:00

ORIGINAL

ACCOUNTS 30 DAYS AND OVER ARE SUBJECT TO A **FINANCE CHARGE** OF 1¼% PER MONTH WHICH IS AN **ANNUAL PERCENTAGE RATE OF 18%** TO BE APPLIED TO THE UNPAID BALANCE.

SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
896.53	NAPERVILLE	28.73 $	11,953.78

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0000126938

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ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

SHIP TO (IF OTHER THAN "SOLD TO")

WAREHOUSE
PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

DP014-01521 05/19/14

YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by
L34124600102	05/20/14	YRC FREIGHT	05/19/14	06/04/14

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
AREHOUSE					
100	100	C184-22672	CTG 3' Cat5e Patch Cable Assembled Grey	1.20	120.00
100	100	C184-25623	CTG CAT 5 ENHANDED 350MHZ 1FT. YELLOW PATCH CABLE	1.59	159.00

*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
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ACCOUNTS 30 DAYS AND OVER ARE SUBJECT TO A **FINANCE CHARGE** OF 1¼% PER MONTH WHICH IS AN **ANNUAL PERCENTAGE RATE OF 18%** TO BE APPLIED TO THE UNPAID BALANCE.

SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
	NAPERVILLE	.67 $	279.67

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YOUR ACCOUNT NO.
0000126938

SHIP TO (IF OTHER THAN "SOLD TO")
WAREHOUSE
PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

SOLD TO:
PLUMAS UNIFIED SCHOOLS
ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

DP014-01521 05/19/14
YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by
L34124600110	05/19/14	YRC FREIGHT	05/19/14	06/03/14

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
WAREHOUSE					
128	128	HPR-102339516	HP 450 I5-4200M 2.5/8/500/DR/1GB/15.6/W7P-W8P NB	656.77	84,066.56
4	4	OQC-102116509	32GB KIT 2X16GB REG DDR3	386.81	1,547.24
128	128	STU-RD-CN0699N3B	SquareTrade 3-Year Laptop Warranty not trackable	71.80	9,190.40

*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
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SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
6421.03	NAPERVILLE	228.44 $	95,032.64

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YOUR ACCOUNT NO.
0000126938

SHIP TO (IF OTHER THAN "SOLD TO")
CHRISTOPHER. RETALLACK
PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

SOLD TO:
PLUMAS UNIFIED SCHOOLS
ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

DP014-01397 REPLACEM 05/22/14
YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by
L34239620102	05/28/14	UPS GROUND	05/28/14	06/12/14

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
CHRISTOPHER. RETALLACK					
1	1	HPR-102319931	HP 600 CI5-4570 3.2/8/500/DR/W7P-W8.1P SFF DT	749.01	749.01
2	2	HPR-102121540	HP 250 G2 Ci3-3110M 2.4/4/500/DR/15.6/W7P-W8.1P NB	504.91	1,009.82

*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
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ORIGINAL

ACCOUNTS 30 DAYS AND OVER ARE SUBJECT TO A **FINANCE CHARGE** OF 1¼% PER MONTH WHICH IS AN **ANNUAL PERCENTAGE RATE OF 18%** TO BE APPLIED TO THE UNPAID BALANCE.

SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
131.91	NAPERVILLE	$	1,758.83

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YOUR ACCOUNT NO.
0000126938

SHIP TO (IF OTHER THAN "SOLD TO")
WAREHOUSE
PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

SOLD TO:
PLUMAS UNIFIED SCHOOLS
ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

DP014-01397 04/23/14
YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by
L33600690104	05/28/14	YRC FREIGHT	05/28/14	06/12/14

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
WAREHOUSE 1	1	YYT1-10887691	CT-NS42 NETBOOK STORAGE CART	1,552.37	1,552.37

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ORIGINAL

ACCOUNTS 30 DAYS AND OVER ARE SUBJECT TO A **FINANCE CHARGE** OF 1½% PER MONTH WHICH IS AN **ANNUAL PERCENTAGE RATE OF 18%** TO BE APPLIED TO THE UNPAID BALANCE.

SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
117.37	NAPERVILLE	12.52 $	1,564.89

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WAREHOUSE
PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

SOLD TO:
PLUMAS UNIFIED SCHOOLS
ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

DP014-01397 04/23/14
YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by	05/13/14
L33600690107	04/28/14	YRC FREIGHT	04/28/14		

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
WAREHOUSE					
4	4	YYT1-10083634	30 NB CART ASSEMBLED 5IN CASTERS BACK EL	1,487.91	5,951.64
28	28	HPR-102319931	HP 600 CI5-4570 3.2/8/500/DR/W7P-W8.1P SFF DT	749.01	20,972.28

*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
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*** JOSE.MPEREZ@TIGERDIRECT.COM ***

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ACCOUNTS 30 DAYS AND OVER ARE SUBJECT TO A **FINANCE CHARGE** OF 1¹¹⁄₁₆% PER MONTH WHICH IS AN **ANNUAL PERCENTAGE RATE OF 18%** TO BE APPLIED TO THE UNPAID BALANCE.

SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
2035.58	NAPERVILLE	217.14 $	27,141.06

336006901

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0000126938

SHIP TO (IF OTHER THAN "SOLD TO")

WAREHOUSE
PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

SOLD TO:

PLUMAS UNIFIED SCHOOLS
ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

DPO14-01397 04/23/14

YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by	05/10/14
L33600690106	04/25/14	YRC FREIGHT	04/25/14		

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
AREHOUSE					
4	4	M121-1016	MERAKI ENTERPRISE CLOUD CONTROLLER LICENSE - 3 YEA not taxable	247.94	991.76
5	5	QEA-102386587	MERAKI MR18 CLOUD MANAGED AP	421.80	2,109.00
5	5	QEA-102386589	MERAKI US MR 802.3AT POE INJ	92.45	462.25
41	41	AQY-102120044	C710-2822 1007U 1.5G 4GB 16GB	272.07	11,154.87
105	105	HPR-102121540	HP 250 G2 Ci3-3110M 2.4/4/500/DR/15.6/W7P-W8.1P NB	504.91	53,015.55

*** ACCOUNT MANAGER: JOSE PEREZ 866-310-1026 ***
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ORIGINAL

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SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
5046.59	NAPERVILLE	546.29 $	68,279.72

TigerDirect

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WAREHOUSE
PLUMAS UNIFIED SCHOOLS
113 N MILL CREEK ROAD
QUINCY, CA 95971

SOLD TO:
PLUMAS UNIFIED SCHOOLS
ACCOUNTS PAYABLE
50 CHURCH STREET
QUINCY, CA 95971

DP014-01397 04/23/14
YOUR PURCHASE ORDER NUMBER AND DATE

OUR INV. NO./ ORDER NO.	INV. DATE	SHIPPED VIA	DATE SHIPPED	Payment Due by
L33600690110	04/23/14	YRC FREIGHT	04/23/14	05/08/14

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
WAREHOUSE					
41	41	G11-102025586	CHROMEOS MANAGEMENT SERVICE/EDU/PERPETUAL/36MO	32.00	1,312.00
41	41	STU-RD-CN0299N3B	SquareTrade 3-Year Laptop Warranty	39.56	1,621.96
105	105	STU-RD-CN0599N3B	SquareTrade 3-Year Laptop Warranty) not taxable	65.64	6,892.20
28	28	STU-RD-CD0799N3B	SquareTrade 3-Year Desktop Warranty	81.30	2,276.40
26	26	HAN-102301932	HANNSPREE HANNSG HX194DPB 19" LED STANDARD 5:4	126.09	3,278.34

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SALES TAX	FOB	SHIPPING & HANDLING	TOTAL DUE
344.27	NAPERVILLE	124.05 $	15,504.95

A15A

FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

Invoice

Date	Invoice #
4/9/2015	115062

Bill To	Ship To
Plumas County Office of Education Business Department 1446 East Main Street Quincy, CA 95971	Plumas County Office of Education Tech c/o Warehouse 113 North Mill Creek Road PO# DPO15-01392 Quincy, CA 95971

P.O. Number	Terms	Rep	Shipped Via
DPO15-01392	Net 30	SD	Best Way

Quantity	Description	Price Each	Amount
30	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, Camera, AC Wireless, Windows 7 Professional, NEW Battery - Three Year Warranty	399.00	11,970.00
1	Lock 'n' Charge Carrier 30 Cart	1,699.00	1,699.00
1	Lock 'n' Charge Wire Rack 15 Slots (Pair)	75.00	75.00
	Subtotal		$13,744.00
	Sales Tax (0.0%)		$0.00
	Total		**$13,744.00**

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Note: A finance charge of 1.5% per month will be added to past due accounts. This is an annual percentage of 18%.
Accounts are subject to credit hold when past due.

DIRECT ALL INQUIRIES TO:
FireFly Computers
866.950.8868
email: orders@fireflycomputers.com

MAKE CHECKS PAYABLE TO:
FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

THANK YOU FOR YOUR BUSINESS!

FireFly computers

FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

Invoice

Date	Invoice #
5/18/2015	115389

Bill To	Ship To
Plumas County Office of Education Business Department 1446 East Main Street Quincy, CA 95971	Plumas County Office of Education Tech c/o Warehouse 113 North Mill Creek Road PO# DPO15-01507 Quincy, CA 95971

P.O. Number	Terms	Rep	Shipped Via
DPO15-01507	Net 30	SD	Best Way

Quantity	Description	Price Each	Amount
19	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, Camera, AC Wireless, Windows 7 Professional, NEW Battery, 3-Year Warranty	399.00	7,581.00
1	Lock 'n' Charge Carrier 30 Cart	1,668.00	1,668.00
1	Lock 'n' Charge Wire Rack 15 Slots (Pair)	75.00	75.00
	Subtotal		$9,324.00
	Sales Tax (0.0%)		$0.00
	Total		**$9,324.00**

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Note: A finance charge of 1.5% per month will be added to past due accounts. This is an annual percentage of 18%. Accounts are subject to credit hold when past due.

DIRECT ALL INQUIRIES TO:
FireFly Computers
866.950.8868
email: orders@fireflycomputers.com

MAKE CHECKS PAYABLE TO:
FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

THANK YOU FOR YOUR BUSINESS!

FireFly computers

FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

Invoice

Date	Invoice #
5/18/2015	115388

Bill To	Ship To
Plumas County Office of Education Business Department 1446 East Main Street Quincy, CA 95971	Plumas County Office of Education Tech c/o Warehouse 113 North Mill Creek Road PO# DPO15-01506 Quincy, CA 95971

P.O. Number	Terms	Rep	Shipped Via
PO# DPO15-01506	Net 30	SD	UPS

Quantity	Description	Price Each	Amount
25	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, AC Wireless, Windows 7 Professional, NEW Battery, 3-Year Warranty	399.00	9,975.00
		Subtotal	$9,975.00
		Sales Tax (0.0%)	$0.00
		Total	**$9,975.00**

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FireFly Computers
866.950.8868
email: orders@fireflycomputers.com

MAKE CHECKS PAYABLE TO:
FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

THANK YOU FOR YOUR BUSINESS!

FireFly computers

FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

Invoice

Date	Invoice #
5/5/2015	115230

Bill To	Ship To
Plumas County Office of Education Business Department 1446 East Main Street Quincy, CA 95971	Plumas County Office of Education Tech c/o Warehouse 113 North Mill Creek Road PO# DPO15-01440 Quincy, CA 95971

P.O. Number	Terms	Rep	Shipped Via
DPO15-01440	Net 30	SD	Best Way

Quantity	Description	Price Each	Amount
40	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, Camera, AC Wireless, Windows 7 Professional, NEW Battery, 3-Year Warranty	399.00	15,960.00
2	Lock 'n' Charge Carrier 30 Cart	1,699.00	3,398.00
2	Lock 'n' Charge Wire Rack 13 Slots (Pair)	75.00	150.00
	Subtotal		$19,508.00
	Sales Tax (0.0%)		$0.00
	Total		**$19,508.00**

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email: orders@fireflycomputers.com

MAKE CHECKS PAYABLE TO:
FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

THANK YOU FOR YOUR BUSINESS!

FireFly computers

FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

Invoice

Date	Invoice #
5/5/2015	115229

Bill To	Ship To
Plumas County Office of Education Business Department 1446 East Main Street Quincy, CA 95971	Plumas County Office of Education Tech c/o Warehouse 113 North Mill Creek Road PO# DPO15-01439 Quincy, CA 95971

P.O. Number	Terms	Rep	Shipped Via
DPO15-01439	Net 30	SD	Best Way

Quantity	Description	Price Each	Amount
30	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, AC Wireless, Windows 7 Professional, NEW Battery, 3-Year Warranty	399.00	11,970.00
1	Lock 'n' Charge Carrier 30 Cart	1,699.00	1,699.00
1	Lock 'n' Charge Wire Rack 15 Slots (Pair)	75.00	75.00
		Subtotal	$13,744.00
		Sales Tax (0.0%)	$0.00
		Total	**$13,744.00**

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email: orders@fireflycomputers.com

MAKE CHECKS PAYABLE TO:
FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

THANK YOU FOR YOUR BUSINESS!

153716

REVOLVING CASH FUND
Porterville Unified School District
VE #22545

010 00000 0 00000 00000 91300 000 0000 0000 $ 5,389.49

090 00000 0 33000 10000 59000 315 0159 1113 $ 294.00

Date	Items	Amount
October 16, 2014	USPS- Bartlett Report Cards	$ 235.06
	USPS- Sequoia Report Cards	$ 266.34
	USPS- GHHS Report Cards	$ 563.96
	USPS- MHS Report Cards	$ 868.02
	USPS- PHS Report Cards	$ 912.18
October 20, 2014	USPS- Middle School & High School PI Letters	$ 1,421.42
	USPS- Elementary PI Letters	$ 1,122.51
October 20, 2014	USPS- Butterfield - 6 rolls/stamps	$ 294.00
		$ 5,683.49

I, John Snavely hereby certify that each item of expenditure listed above was made by me for Porterville Unified School District; that said expenditures constitute a legal claim against said district and that no part of this claim has heretofore been paid.

Claimant

10/20/14

Warrant: 61459220

Date: 10/31/2014

Amount: $7,918.49

10/20/2014

153238

REVOLVING CASH FUND
Porterville Unified School District
VE #22545

010 00000 0 00000 00000 91300 000 0000 0000 **$ 3,625.06**

Date	Items	Amount
September 30, 2014	Bank of America - Serviec Fees	$ 18.00
October 10, 2014	USPS- CompEd - District wide PI Letters	$ 2,543.93
October 14, 2014	USPS- SES Parent Letter	$ 717.21
	USPS- Pioneer Grades	$ 345.92
		$ 3,625.06

Warrant: 61456055
Date: 10/17/2014
Amount: $3,625.06

I, John Snavely hereby certify that each item of expenditure listed above was made by me for Porterville Unified School District; that said expenditures constitute a legal claim against said district and that no part of this claim has heretofore been paid.

Claimant
10/16/14

10/16/2014

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1403316
02/24/2014
Requested By: 2comp ed

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/DO/ginman
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
144.00	Units	Dell Chromebook 11 (210-ACDU) Quote # 675987673	$398.40	$57,369.60	Y
1.00	Units	State Environmental Fee	$432.00	$432.00	N
144.00	Units	Google Chrome OS Management Console Licence, Education (A7503953) Quote # 675988999	28.50 ~~$0.00~~	4104.00 ~~$0.00~~	Y
4.00	Units	Chromebook Secure Cart (A7471892) Quote # 675989252	$1,564.79	$6,259.16	Y
0.00	Units	Supplemental Materials to Implement Smarter Balance Field Testing	$0.00	$0.00	N

AccountNo	Amount
010-74050-0-11100-10000-43000-000-0000-1311	$69,469.21

70,668.69

Sub Total:	$64,060.76
Total Discount:	$0.00
Tax:	~~$5,408.45~~
Freight:	$0.00
Total:	~~$69,469.21~~

73,593.218

Approved By:

$70,668.73

ORDERED ONLINE
BY: Kristin Valley
DATE: 2/4/14

70,668.69

PO No: 1403316

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJCP3T857
Sales Rep:	RYAN W SAXEN	Purchase Order:	1403316		
For Sales:	(800) 576 - 6038	Order Number:	572438956	Invoice Date:	03/18/14
Sales Fax:	(888) 820 - 7454	Order Date:	02/27/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	04/17/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	STANDARD GROUND
Dell Online:	www.dell.com			Waybill Number:	VIRTUAL

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
144	144	A7503953	Google Chrome OS Management Co nsole License, Education	EA	28.50	4,104.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE
S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN
S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB
LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	4,104.00
Taxable		Tax	
$	0.00	$	0.00
ENVIRO FEE		$	0.00
Invoice Total		$	4,104.00

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJCP3T857
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1403316
Order Number: 572438956

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	4,104.00
Taxable		Tax	
$	0.00	$	0.00
ENVIRO FEE		$	0.00
Invoice Total		$	4,104.00
		$	
		$	
		$	
Balance Due		$	4,104.00
Amount Enclosed			

000XJCP3T857000000000041046601079136432

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	RYAN W SAXEN
For Sales:	(800) 576 - 6038
Sales Fax:	(888) 820 - 7454
Customer Service:	(800) 576 - 6038
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	107913643
Purchase Order:	1403316
Order Number:	574872541
Order Date:	03/04/14

66 01 O 01 00 N

Invoice Number:	XJCPR4MC1
Invoice Date:	03/19/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	04/18/14
Shipped Via:	STANDARD GROUND
Waybill Number:	058-0676242

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
4	4	A7471892	SEC CART SUP & CHARGES UP TO 32 DELL ACER LENOVO OTHER C HROMEBOOKS	EA	1,564.79	6,259.16

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	6,259.16
Taxable		Tax	
$	6,259.16	$	532.03
ENVIRO FEE		$	0.00
Invoice Total		$	6,791.19

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJCPR4MC1
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1403316
Order Number: 574872541

Ship. &/or Handling		$	0.00
Subtotal		$	6,259.16
Taxable		Tax	
$	6,259.16	$	532.03
ENVIRO FEE		$	0.00
Invoice Total		$	6,791.19
		$	
		$	
		$	
Balance Due		$	6,791.19
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJCPR4MC100000000679119660107913643 6

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJCK3R264
Sales Rep:	RYAN W SAXEN	Purchase Order:	1403316		
For Sales:	(800) 576 - 6038	Order Number:	577029867	Invoice Date:	03/10/14
Sales Fax:	(888) 820 - 7454	Order Date:	03/07/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	04/09/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	FEDEX GROUND
Dell Online:	www.dell.com			Waybill Number:	535766583892067

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
24	24	210-ACDU	Dell Chromebook 11	EA	395.40	9,489.60
24	24	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
24	24	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
24	24	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
24	24	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
24	24	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
24	24	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
24	24	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
24	24	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
24	24	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
24	24	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
24	24	537-BBBD	US Power Cord	EA	-	-
24	24	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
24	24	328-BBEX	Shipment Box	EA	-	-
24	24	340-AFZC	Directship Info Mod	EA	-	-
24	24	730-8301	Fixed Hardware Configuration	EA	-	-
24	24	338-BDXI	Intel Celeron Label	EA	-	-
24	24	450-AAYT	65 Watt AC Adaptor	EA	-	-
24	24	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
		System Service Tags	220W002 , H40W002 , 4MVV002 , 4RZV002 , 550W002 , 570W002 , 7BZV002 , 860W002 , 8TZV002 , 940W002 , 94ZV002 , C60W002 , CMWV002 , D30W002 , DTZV002 , F40W002 , F80W002 , F9ZV002 , FXZV002 , G3ZV002 , G70W002 , G9ZV002 , GBVV002 , 2FZV002			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJCK3R264
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1403316
Order Number: 577029867

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25
		$	
		$	
		$	
Balance Due		$	9,962.25
Amount Enclosed			

000XJCK3R2640000000996225660107913643 6

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	RYAN W SAXEN
For Sales:	(800) 576 - 6038
Sales Fax:	(888) 820 - 7454
Customer Service:	(800) 576 - 6038
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	107913643
Purchase Order:	1403316
Order Number:	577029982
Order Date:	03/07/14

66 01 O 01 00 N

Invoice Number:	XJCK4K7N6
Invoice Date:	03/10/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	04/09/14
Shipped Via:	FEDEX GROUND
Waybill Number:	535766583892791

SOLD TO:

PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:

PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
24	24	210-ACDU	Dell Chromebook 11	EA	395.40	9,489.60
24	24	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
24	24	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
24	24	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
24	24	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
24	24	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
24	24	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
24	24	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
24	24	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
24	24	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
24	24	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
24	24	537-BBBD	US Power Cord	EA	-	-
24	24	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
24	24	328-BBEX	Shipment Box	EA	-	-
24	24	340-AFZC	Directship Info Mod	EA	-	-
24	24	730-8301	Fixed Hardware Configuration	EA	-	-
24	24	338-BDXI	Intel Celeron Label	EA	-	-
24	24	450-AAYT	65 Watt AC Adaptor	EA	-	-
24	24	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
		System Service Tags	27WV002 , HKTV002 , 3F6W002 , 3WTV002 , 4CWV002 , 4FWV002 , 4PVV002 , 4TVV002 , 5K3W002 , 65VV002 , 6FWV002 , 6VTV002 , 6WTV002 , 7PVV002 , 88VV002 , 94WV002 , 9FWV002 , B96W002 , B9WV002 , CFTV002 , CFWV002 , FCWV002 , HDWV002 , 2FWV002			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number:	XJCK4K7N6
Customer Name:	PORTERVILLE UNIFIED SCHOOL
Customer Number:	107913643
Purchase Order:	1403316
Order Number:	577029982

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25
		$	
		$	
		$	
Balance Due		$	9,962.25
Amount Enclosed			

000XJCK4K7N6000000009962256601079136434

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJCK4K7X3
Sales Rep:	RYAN W SAXEN	Purchase Order:	1403316		
For Sales:	(800) 576 - 6038	Order Number:	577029990	Invoice Date:	03/10/14
Sales Fax:	(888) 820 - 7454	Order Date:	03/07/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	04/09/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	FEDEX GROUND
Dell Online:	www.dell.com			Waybill Number:	535766583893231

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
24	24	210-ACDU	Dell Chromebook 11	EA	395.40	9,489.60
24	24	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
24	24	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
24	24	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
24	24	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
24	24	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
24	24	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
24	24	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
24	24	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
24	24	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
24	24	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
24	24	537-BBBD	US Power Cord	EA	-	-
24	24	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
24	24	328-BBEX	Shipment Box	EA	-	-
24	24	340-AFZC	Directship Info Mod	EA	-	-
24	24	730-8301	Fixed Hardware Configuration	EA	-	-
24	24	338-BDXI	Intel Celeron Label	EA	-	-
24	24	450-AAYT	65 Watt AC Adaptor	EA	-	-
24	24	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
		System Service Tags	1B6W002 , HF6W002 , 259W002 , 3S8W002 , 3Z8W002 , 439W002 , 466W002 , 4R5W002 , 4S8W002 , 6FZV002 , 869W002 , 8C0W002 , 8K5W002 , 906W002 , 969W002 , 9J8W002 , CC9W002 , D86W002 , DG8W002 , F86W002 , G49W002 , GD3W002 , GMZV002 , 1H0W002			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE
S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN
S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB
LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	9,489.60
Taxable $ 4,713.60	Tax $	400.65
ENVIRO FEE	$	72.00
Invoice Total	$	9,962.25

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJCK4K7X3
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1403316
Order Number: 577029990

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	9,489.60
Taxable $ 4,713.60	Tax $	400.65
ENVIRO FEE	$	72.00
Invoice Total	$	9,962.25
	$	
	$	
	$	
Balance Due	$	9,962.25
Amount Enclosed		

000XJCK4K7X3000000099622566010791364 37

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJCK33NN3
Sales Rep:	RYAN W SAXEN	Purchase Order:	1403316		
For Sales:	(800) 576 - 6038	Order Number:	577029909	Invoice Date:	03/10/14
Sales Fax:	(888) 820 - 7454	Order Date:	03/07/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	04/09/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	FEDEX GROUND
Dell Online:	www.dell.com			Waybill Number:	535766583892302

SOLD TO:

PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:

PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
24	24	210-ACDU	Dell Chromebook 11	EA	395.40	9,489.60
24	24	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
24	24	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
24	24	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
24	24	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
24	24	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
24	24	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
24	24	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
24	24	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
24	24	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
24	24	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
24	24	537-BBBD	US Power Cord	EA	-	-
24	24	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
24	24	328-BBEX	Shipment Box	EA	-	-
24	24	340-AFZC	Directship Info Mod	EA	-	-
24	24	730-8301	Fixed Hardware Configuration	EA	-	-
24	24	338-BDXI	Intel Celeron Label	EA	-	-
24	24	450-AAYT	65 Watt AC Adaptor	EA	-	-
24	24	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
		System Service Tags	15WV002 , JDWV002 , 36WV002 , 3VTV002 , 48WV002 , 4DWV002 , 4WVV002 , 4XVV002 , 4YTV002 , 5DWV002 , 66WV002 , 6DWV002 , 8CWV002 , 8DWV002 , 95WV002 , CBWV002 , CPTV002 , FFWV002 , FSTV002 , H9WV002 , HCWV002 , HYVV002 , JCWV002 , 1CWV002			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJCK33NN3
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1403316
Order Number: 577029909

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25
		$	
		$	
		$	
Balance Due		$	9,962.25
Amount Enclosed			

000XJCK33NN3000000009962256601079136432

500

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJCK33NF8
Sales Rep:	RYAN W SAXEN	Purchase Order:	1403316		
For Sales:	(800) 576 - 6038	Order Number:	577029883	Invoice Date:	03/10/14
Sales Fax:	(888) 820 - 7454	Order Date:	03/07/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	04/09/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	FEDEX GROUND
Dell Online:	www.dell.com			Waybill Number:	535766583893699

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
24	24	210-ACDU	Dell Chromebook 11	EA	395.40	9,489.60
24	24	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
24	24	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
24	24	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
24	24	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
24	24	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
24	24	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
24	24	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
24	24	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
24	24	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
24	24	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
24	24	537-BBBD	US Power Cord	EA	-	-
24	24	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
24	24	328-BBEX	Shipment Box	EA	-	-
24	24	340-AFZC	Directship Info Mod	EA	-	-
24	24	730-8301	Fixed Hardware Configuration	EA	-	-
24	24	338-BDXI	Intel Celeron Label	EA	-	-
24	24	450-AAYT	65 Watt AC Adaptor	EA	-	-
24	24	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
		System Service Tags	120W002 , JRZV002 , 1BWV002 , 210W002 , 270W002 , 540W002 , 590W002 , 6RWV002 , 6ZVV002 , 790W002 , 8ZZV002 , 9HZV002 , BRZV002 , BTZV002 , BWZV002 , C20W002 , C70W002 , DVZV002 , F6WV002 , FWZV002 , G40W002 , GFVV002 , GFWV002 , 18WV002			

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE
S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN
S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB
LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJCK33NF8
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1403316
Order Number: 577029883

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25
		$	
		$	
		$	
Balance Due		$	9,962.25
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJCK33NF800000009962256601079136437

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJCK3R2K7
Sales Rep:	RYAN W SAXEN	Purchase Order:	1403316		
For Sales:	(800) 576 - 6038	Order Number:	577029958	Invoice Date:	03/10/14
Sales Fax:	(888) 820 - 7454	Order Date:	03/07/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	04/09/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	FEDEX GROUND
Dell Online:	www.dell.com			Waybill Number:	535766583892555

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
24	24	210-ACDU	Dell Chromebook 11	EA	395.40	9,489.60
24	24	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
24	24	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
24	24	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
24	24	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
24	24	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
24	24	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
24	24	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
24	24	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
24	24	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
24	24	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
24	24	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
24	24	537-BBBD	US Power Cord	EA	-	-
24	24	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
24	24	328-BBEX	Shipment Box	EA	-	-
24	24	340-AFZC	Directship Info Mod	EA	-	-
24	24	730-8301	Fixed Hardware Configuration	EA	-	-
24	24	338-BDXI	Intel Celeron Label	EA	-	-
24	24	450-AAYT	65 Watt AC Adaptor	EA	-	-
24	24	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
		System Service Tags	2LTV002 , B6WV002 , 3RVV002 , 59WV002 , 5CWV002 , 68WV002 , 6CWV002 , 8YVV002 , 9CWV002 , 9KTV002 , 9ZVV002 , BDWV002 , C7TV002 , CCWV002 , CDWV002 , CGWV002 , D7WV002 , D8WV002 , DFWV002 , F8WV002 , H7WV002 , J5WV002 , JZVV002 , 3BWV002			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE
S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN
S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB
LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJCK3R2K7
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1403316
Order Number: 577029958

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	9,489.60
Taxable		Tax	
$	4,713.60	$	400.65
ENVIRO FEE		$	72.00
Invoice Total		$	9,962.25
		$	
		$	
		$	
Balance Due		$	9,962.25
Amount Enclosed			

000XJCK3R2K7000000099622566010791364 39

502

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1404077
04/29/2014
Requested By: kcovian

Vendor: 013537

APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. 846095
DALLAS, TX 75284-6095

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	IPADS/Itune Card (see attached order form)	$155,253.81	$155,253.81	N
0.00	Units	Supplemental materials for supplemental instruction	$0.00	$0.00	N

AccountNo	Amount
010-70900-0-11100-10000-43000-307-0000-3486	$155,253.81

155,253.71

Sub Total:	$155,253.81
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$155,253.71**

KW

Approved By: [signature]

ORDERED ONLINE E
Kristy Walley
DATE 5/1/14

155,253.71
PO No: 1404077

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
1	64377	4283468255

Invoice Date	Amount Due
05/16/14	495.00

0005109 01 MB 0.432 **AUTO T3 0 8069 93257-202900 C01-P05114-I ED01

SOLD TO:
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO:
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404077	1002559465	4283468255	05/16/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
005	S4745LL/A	2-YR APPLECARE+ FOR IPAD - ED	5	5	99.00	495.00

Web Order Number: 1002559465

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/01/14		Best Way	IN

Subtotal	495.00
Tax	0.00
Shipping Charges	
TOTAL	USD 495.00

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
1	64377	4283557059

Invoice Date	Amount Due
05/17/14	2,179.58

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404077	1002559465	4283557059	05/17/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
004	PD510LL/A	IPAD WI-FI 16GB BLACK-USA	5	5	399.00	1,995.00
		SerialNo.: (DMQMPKY2F182, DMQMPLA0F182, DMQMPLA4F182, DMQMPLF4F182, DMQMPLYCF182)				
		Recycle Fees		5	3.00	15.00
		Web Order Number: 1002559465				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/01/14	05/17/14	UPS	IN

Subtotal	2,010.00
Tax	169.58
Shipping Charges	
TOTAL	USD 2,179.58

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
1	64377	4283622881

Invoice Date	Amount Due
05/19/14	152,579.13

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404077	1002559465	4283622881	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
001	BH942LL/A	BNDL IPAD 16GB BLK PRSL 10PK	31		4,580.00	141,980.00

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/01/14		FEDEX TRAD	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:

Special Instructions:

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 152,579.13

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
2	64377	4283622881

Invoice Date	Amount Due
05/19/14	152,579.13

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404077	1002559465	4283622881	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
002	PD892LL/A	IPAD WI-FI 16GB BLACK-USA	310	310		

SerialNo.: (DMQMP158F182, DMQMP19DF182,
DMQMP1F0F182, DMQMP1QLF182,
DMQMP1STF182, DMQMP20XF182,
DMQMP212F182, DMQMP25HF182, DMQMP28WF182,
DMQMP29ZF182, DMQMP2CYF182, DMQMP2E1F182,
DMQMP2E8F182, DMQMP2ERF182, DMQMP2SUF182,
DMQMP2VXF182, DMQMP2WKF182, DMQMP2X3F182,
DMQMP2XCF182, DMQMP2XJF182, DMQMP2XKF182,
DMQMP2XZF182, DMQMP2Y3F182, DMQMP2YDF182,
DMQMP2YEF182, DMQMP2YLF182, DMQMP2YMF182,
DMQMP2YNF182, DMQMP2YSF182, DMQMP2YWF182,
DMQMP2YYF182, DMQMP2YZF182, DMQMP2Z1F182,
DMQMP2Z2F182, DMQMP2Z4F182, DMQMP2Z5F182,
DMQMP2Z6F182, DMQMP2Z7F182, DMQMP2ZCF182,
DMQMP2ZHF182, DMQMP2ZJF182, DMQMP2ZPF182,
DMQMP2ZSF182, DMQMP304F182, DMQMP308F182,
DMQMP30AF182, DMQMP30EF182, DMQMP30JF182,
DMQMP30KF182, DMQMP30QF182, DMQMP30SF182,
DMQMP30XF182, DMQMP311F182, DMQMP314F182,
DMQMP316F182, DMQMP31BF182, DMQMP31CF182,
DMQMP31DF182, DMQMP31PF182, DMQMP31SF182,
DMQMP31VF182, DMQMP31WF182, DMQMP31YF182,
DMQMP31ZF182, DMQMP325F182, DMQMP326F182,
DMQMP328F182, DMQMP329F182, DMQMP32EF182,
DMQMP32GF182, DMQMP32HF182, DMQMP32JF182,
DMQMP32KF182, DMQMP32SF182, DMQMP32TF182,

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/01/14		FEDEX TRAD	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:

Special Instructions:

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 152,579.13

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
3	64377	4283622881

Invoice Date	Amount Due
05/19/14	152,579.13

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404077	1002559465	4283622881	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DMQMP32WF182, DMQMP330F182, DMQMP334F182,				
		DMQMP33AF182, DMQMP33DF182, DMQMP33FF182,				
		DMQMP33JF182, DMQMP33PF182, DMQMP340F182,				
		DMQMP346F182, DMQMP348F182, DMQMP34AF182,				
		DMQMP34CF182, DMQMP34EF182, DMQMP34LF182,				
		DMQMP34QF182, DMQMP34TF182, DMQMP34UF182,				
		DMQMP34WF182, DMQMP351F182, DMQMP35DF182,				
		DMQMP35GF182, DMQMP35XF182, DMQMP360F182,				
		DMQMP362F182, DMQMP36CF182, DMQMP36PF182,				
		DMQMP36SF182, DMQMP36ZF182, DMQMP370F182,				
		DMQMP373F182, DMQMP39KF182, DMQMP39SF182,				
		DMQMP39XF182, DMQMP39YF182, DMQMP3A9F182,				
		DMQMP3AGF182, DMQMP3ASF182, DMQMP3B0F182,				
		DMQMP3B5F182, DMQMP3BAF182, DMQMP3BBF182,				
		DMQMP3BDF182, DMQMP3BLF182, DMQMP3BQF182,				
		DMQMP3BSF182, DMQMP3BUF182, DMQMP3BVF182,				
		DMQMP3BYF182, DMQMP3C1F182, DMQMP3C5F182,				
		DMQMP3C7F182, DMQMP3C9F182, DMQMP3CAF182,				
		DMQMP3CCF182, DMQMP3CEF182, DMQMP3CFF182,				
		DMQMP3CGF182, DMQMP3CHF182, DMQMP3CJF182,				
		DMQMP3CLF182, DMQMP3CMF182, DMQMP3CPF182,				
		DMQMP3CQF182, DMQMP3CTF182, DMQMP3CUF182,				
		DMQMP3CWF182, DMQMP3CYF182, DMQMP3D0F182,				
		DMQMP3D1F182, DMQMP3D8F182, DMQMP3DBF182,				
		DMQMP3DCF182, DMQMP3DDF182, DMQMP3DFF182,				
		DMQMP3DGF182, DMQMP3DJF182, DMQMP3DKF182,				
		DMQMP3DLF182, DMQMP3DPF182, DMQMP3DRF182,				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/01/14		FEDEX TRAD	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 152,579.13

Apple Inc.

508

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
4	64377	4283622881

Invoice Date	Amount Due
05/19/14	152,579.13

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404077	1002559465	4283622881	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DMQMP3DSF182, DMQMP3DUF182, DMQMP3DVF182, DMQMP3DYF182, DMQMP3DZF182, DMQMP3E2F182, DMQMP3E3F182, DMQMP3E4F182, DMQMP3E5F182, DMQMP3E8F182, DMQMP3E9F182, DMQMP3ECF182, DMQMP3EEF182, DMQMP3EGF182, DMQMP3EMF182, DMQMP3EPF182, DMQMP3ERF182, DMQMP3ETF182, DMQMP3EUF182, DMQMP3F3F182, DMQMP3F5F182, DMQMP3F7F182, DMQMP3F8F182, DMQMP3F9F182, DMQMP3FEF182, DMQMP3FGF182, DMQMP3FHF182, DMQMP3FJF182, DMQMP3FPF182, DMQMP3FQF182, DMQMP3FUF182, DMQMP3G3F182, DMQMP3G4F182, DMQMP3G5F182, DMQMP3G6F182, DMQMP3G8F182, DMQMP3GAF182, DMQMP3GHF182, DMQMP3GKF182, DMQMP3GLF182, DMQMP3GMF182, DMQMP3GNF182, DMQMP3GPF182, DMQMP3GUF182, DMQMP3H5F182, DMQMP3H7F182, DMQMP3HAF182, DMQMP3HBF182, DMQMP3HGF182, DMQMP3HJF182, DMQMP3HMF182, DMQMP3HRF182, DMQMP3HVF182, DMQMP3HXF182, DMQMP3J2F182, DMQMP3J6F182, DMQMP3JDF182, DMQMP3JFF182, DMQMP3JMF182, DMQMP3JSF182, DMQMP3JTF182, DMQMP3K8F182, DMQMP3K9F182, DMQMP3KAF182, DMQMP3KBF182, DMQMP3KCF182, DMQMP3KGF182, DMQMP3KJF182, DMQMP3KPF182, DMQMP3KVF182, DMQMP3L2F182, DMQMP3L9F182, DMQMP3LFF182, DMQMP3LPF182, DMQMP3LQF182, DMQMP3LSF182, DMQMP3M1F182, DMQMP3MBF182, DMQMP3MCF182, DMQMP3N6F182, DMQMPKS2F182,				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/01/14		FEDEX TRAD	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 152,579.13

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
5	64377	4283622881

Invoice Date	Amount Due
05/19/14	152,579.13

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404077	1002559465	4283622881	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DMQMPKS6F182, DMQMPKSGF182, DMQMPKSNF182, DMQMPKTCF182, DMQMPKTRF182, DMQMPKU0F182, DMQMPKU2F182, DMQMPKU3F182, DMQMPKUBF182, DMQMPKUKF182, DMQMPKURF182, DMQMPKUWF182, DMQMPKVDF182, DMQMPKVJF182, DMQMPKVSF182, DMQMPKVUF182, DMQMPKVZF182, DMQMPKW6F182, DMQMPKWGF182, DMQMPKXEF182, DMQMPKXMF182, DMQMPKXRF182, DMQMPKY3F182, DMQMPKYQF182, DMQMPKYWF182, DMQMPL16F182, DMQMPL1RF182, DMQMPL1XF182, DMQMPL2UF182, DMQMPL30F182, DMQMPL40F182, DMQMPL42F182, DMQMPL44F182, DMQMPL5FF182, DMQMPL5RF182, DMQMPL6QF182, DMQMPL6UF182, DMQMPL6VF182, DMQMPL6ZF182, DMQMPL7GF182, DMQMPL7QF182, DMQMPL7VF182, DMQMPL87F182, DMQMPL88F182, DMQMPL8BF182, DMQMPL8KF182, DMQMPL8TF182, DMQMPL9FF182, DMQMPLB2F182, DMQMPLEAF182, DMQMPLESF182, DMQMPLFLF182, DMQMPLG6F182, DMQMPLGEF182, DMQMPLGFF182, DMQMPLJSF182, DMQMPLKUF182, DMQMPLMCF182, DMQMPLMFF182, DMQMPLMVF182, DMQMPLNAF182, DMQMPLP1F182, DMQMPLQDF182, DMQMPLRLF182, DMQMPLRPF182, DMQMPLRWF182, DMQMPLS0F182, DMQMPLSYF182, DMQMPLT0F182, DMQMPLTGF182, DMQMPLWUF182, DMQMPLX6F182, DMQMPLY4F182)				
		Recycle Fees		310	3.00	930.00
003	S4745LL/A	2-YR APPLECARE+ FOR IPAD - ED 310	310	310		

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/01/14	05/19/14	FEDEX TRAD	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:

Special Instructions:

510

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 152,579.13

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
6	64377	4283622881

Invoice Date	Amount Due
05/19/14	152,579.13

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404077	1002559465	4283622881	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price

Web Order Number: 1002559465

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/01/14	05/19/14	FEDEX TRAD	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Subtotal	142,910.00
Tax	9,669.13
Shipping Charges	
TOTAL ▶	USD 152,579.13

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1404148
05/05/2014
Requested By: slynch

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Wf/T Vandusen/CpEd
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Apple i Pad	$68,906.74	$68,906.74	N
0.00	Units	See attached Quote PUSD 1:1 Purchase Calculator	$0.00	$0.00	N
1.00	Units	Provide supplemental resources through the use of modern technology	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-43000-119-0000-3420	$34,453.37 -34,453.36
010-70910-0-11100-10000-43000-119-0000-3388	$34,453.37 -34,453.35

Sub Total:	$68,906.74
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$68,906.74**

Approved By:

ORDERED ONLINE E
BY: Kristy Walley
DATE: 5/6/14

512

68,906.71
PO No: 1404148

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
1	64377	4283563269

Invoice Date	Amount Due
05/19/14	68,906.71

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404148	1002570127	4283563269	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
001	BH942LL/A	BNDL IPAD 16GB BLK PRSL 10PK	14		4,580.00	64,120.00

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/06/14		FEDEX TRAD	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

513

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 68,906.71

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
2	64377	4283563269

Invoice Date	Amount Due
05/19/14	68,906.71

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404148	1002570127	4283563269	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
002	PD892LL/A	IPAD WI-FI 16GB BLACK-USA	140	140		

SerialNo.: (DMQMP1RGF182, DMQMP2FDF182,
DMQMP2Q6F182, DMQMP2UQF182,
DMQMP2Y8F182, DMQMP31FF182,
DMQMP31XF182, DMQMP32AF182, DMQMP32QF182,
DMQMP32VF182, DMQMP331F182, DMQMP33NF182,
DMQMP33QF182, DMQMP33ZF182, DMQMP34VF182,
DMQMP34XF182, DMQMP34YF182, DMQMP352F182,
DMQMP353F182, DMQMP356F182, DMQMP35AF182,
DMQMP35EF182, DMQMP35JF182, DMQMP35NF182,
DMQMP35PF182, DMQMP35UF182, DMQMP3CVF182,
DMQMP3G1F182, DMQMP3G7F182, DMQMP3GTF182,
DMQMP3GVF182, DMQMP3H9F182, DMQMP3HCF182,
DMQMP3HQF182, DMQMP3HYF182, DMQMP3HZF182,
DMQMP3JHF182, DMQMP3JNF182, DMQMP3JPF182,
DMQMP3JWF182, DMQMP3K2F182, DMQMP3K3F182,
DMQMP3KHF182, DMQMP3KQF182, DMQMP3KTF182,
DMQMP3KXF182, DMQMP3L6F182, DMQMP3LAF182,
DMQMP3LEF182, DMQMP3LWF182, DMQMP3M0F182,
DMQMP3M2F182, DMQMP3M4F182, DMQMP3M8F182,
DMQMP3MDF182, DMQMP3MEF182, DMQMP3MJF182,
DMQMPKRGF182, DMQMPKRUF182, DMQMPKS8F182,
DMQMPKSFF182, DMQMPKSRF182, DMQMPKSVF182,
DMQMPKSXF182, DMQMPKSYF182, DMQMPKT1F182,
DMQMPKTAF182, DMQMPKTDF182, DMQMPKTUF182,
DMQMPKUYF182, DMQMPKV8F182, DMQMPKVFF182,
DMQMPKVGF182, DMQMPKVLF182, DMQMPKXAF182,

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/06/14		FEDEX TRAD	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:

Special Instructions:

514

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 68,906.71

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
3	64377	4283563269

Invoice Date	Amount Due
05/19/14	68,906.71

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1404148	1002570127	4283563269	05/19/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DMQMPKXKF182, DMQMPKXYF182, DMQMPKY0F182, DMQMPKYBF182, DMQMPKYNF182, DMQMPKZ2F182, DMQMPL26F182, DMQMPL2WF182, DMQMPL2XF182, DMQMPL3VF182, DMQMPL6KF182, DMQMPL71F182, DMQMPL72F182, DMQMPL74F182, DMQMPL77F182, DMQMPL7JF182, DMQMPL7KF182, DMQMPL7PF182, DMQMPL7TF182, DMQMPL7WF182, DMQMPL7YF182, DMQMPL7ZF182, DMQMPL80F182, DMQMPL84F182, DMQMPL86F182, DMQMPL8HF182, DMQMPL8JF182, DMQMPL8LF182, DMQMPL8MF182, DMQMPL8WF182, DMQMPL93F182, DMQMPL9AF182, DMQMPLABF182, DMQMPLAKF182, DMQMPLBPF182, DMQMPLD7F182, DMQMPLEGF182, DMQMPLG1F182, DMQMPLHXF182, DMQMPLJWF182, DMQMPLLUF182, DMQMPLLVF182, DMQMPLLWF182, DMQMPLM1F182, DMQMPLM2F182, DMQMPLM7F182, DMQMPLMTF182, DMQMPLMUF182, DMQMPLMXF182, DMQMPLMZF182, DMQMPLN9F182, DMQMPLNBF182, DMQMPLNDF182, DMQMPLNEF182, DMQMPLNGF182, DMQMPLNNF182, DMQMPLQUF182, DMQMPLR0F182, DMQMPLRVF182, DMQMPLTVF182, DMQMPLU5F182, DMQMPLU6F182, DMQMPLXZF182, DMQMPLZGF182, DMQMPLZTF182)				
		Recycle Fees		140	3.00	420.00
003	S4745LL/A	2-YR APPLECARE+ FOR IPAD - ED	140	140		
		Web Order Number: 1002570127				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	05/06/14	05/19/14	FEDEX TRAD	IN

Subtotal	64,540.00
Tax	4,366.71
Shipping Charges	
TOTAL	USD 68,906.71

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

515

Apple Inc.

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1404298
05/09/2014
Requested By: kcovian

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
36.00	Units	Precision T1700 Workstation Small Form Factor	$1,073.40	$38,642.40	Y
1.00	Units	State Environmental Fee	$120.00	$120.00	N
0.00	Units	Supplemental equipment for supplemental instruction and student projects	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-43000-307-0000-3420	$42,047.00

Sub Total:	$38,762.40
Total Discount:	$0.00
Tax:	$3,284.60
Freight:	$0.00
Total:	~~$42,047.00~~

$41,819.84 KW

Approved By:

Kristy Walley
5/14/14

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	RYAN W SAXEN
For Sales:	(800) 576 - 6038
Sales Fax:	(888) 820 - 7454
Customer Service:	(800) 576 - 6038
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	107913643
Purchase Order:	1404298
Order Number:	620490462
Order Date:	05/14/14

66 01 O 01 00 N

Invoice Number:	XJDRM3127
Invoice Date:	05/16/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	06/15/14
Shipped Via:	SAIA
Waybill Number:	007923739001

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
12	12	210-AANN	Dell Precision T1700 SFF BTX B ase	EA	766.36	9,196.32
12	12	370-AADG	8GB (2x4GB) 1600MHz DDR3 Non-E CC	EA	-	-
12	12	580-AADG	US English (QWERTY) Dell KB212 -B QuietKey USB Keyboard Black	EA	-	-
12	12	320-3316	Monitor Option-None	EA	-	-
12	12	490-BBCF	1 GB NVIDIA Quadro K600 (1DP a nd 1DVI-I) (1DP-DVI and 1DVI-V GA adapter)	EA	-	-
12	12	400-AALE	500GB 3.5inch Serial ATA (7,20 0 Rpm) Hard Drive	EA	-	-
12	12	403-BBCE	Integrated Intel SATA Controll er	EA	-	-
12	12	421-5607	Windows 7 Professional,No Medi a, 64-bit,Fixed Precision, Eng lish	EA	-	-
12	12	570-AAAJ	Dell (TM) MS 111 USB Optical M ouse	EA	-	-
12	12	555-BBJO	No Additional Network Card Sel ected (Integrated NIC included)	EA	-	-
12	12	429-AAFO	8x Slimline DVD+/-RW Drive	EA	-	-
12	12	520-AAAK	Internal Speaker	EA	-	-
12	12	450-AAFS	US/Thai/Philippines Power Cord	EA	-	-
12	12	340-AAMJ	English Shipping Docs	EA	-	-
12	12	340-ABMZ	1-Watt BIOS	EA	-	-
12	12	630-AABP	Microsoft Office Trial, MUI, O ptiPlex, Precision, Latitude	EA	-	-
12	12	995-4422	*Basic Hardware Service: Next B usiness Day Onsite Service Af ter Remote Diagnosis 2 Year Ex tended	EA	-	-
12	12	996-6320	*Basic Hardware Service: Next B usiness Day Onsite Service Af ter Remote Diagnosis Initial Y ear	EA	-	-
12	12	938-8778	*Dell Limited Hardware Warranty Plus Service Extended Year(s)	EA	-	-
12	12	935-2647	*Dell Limited Hardware Warranty Plus Service Initial Year	EA	-	-
12	12	631-AAAP	No Out-of-Band Systems Managem ent	EA	-	-
12	12	430-XXYU	Resource DVD not Included	EA	-	-
12	12	340-AAMH	No Setup and Features Guide	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
12	12	332-1286	Non-Canada Orders only	EA	-	-
12	12	329-BBIQ	Dell Precision T1700 Standard 255W TPM Chassis	EA	-	-
12	12	387-BBBE	No Energy Star	EA	-	-
12	12	338-BCEY	4th Gen Intel Core i5-4570 Pro cessor (Quad Core, 3.20GHz Tur bo, 6MB, w/ HD Graphics 4600)	EA	81.60	979.20
12	12	954-3465	*No DDPE Encryption Software	EA	-	-
12	12	658-BBNQ	No Windows XP Mode	EA	-	-
12	12	449-BBBK	C1 SATA 3.5inch, 1 Hard Drive	EA	-	-
12	12	461-AAAQ	Chassis Intrusion Switch	EA	2.04	24.48
12	12	389-BCDV	UPC Label, Config 502, UPC528, Dell Precision T1700	EA	-	-
12	12	411-XXYD	Raid Configuration not over 2 TB	EA	-	-
12	12	328-BBBQ	Precision T1700 SFF Packaging	EA	-	-
12	12	320-3807	Dell 22 Monitor - P2213	EA	165.14	1,981.68
12	12	730-6056	Fixed Hardware Configuration	EA	58.26	699.12

Ship. &/or Handling		$	0.00
Subtotal		$	12,905.28
Taxable		Tax	
$	10,997.28	$	934.75
ENVIRO FEE		$	48.00
Invoice Total		$	13,888.03

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number:	XJDRM3127
Customer Name:	PORTERVILLE UNIFIED SCHOOL
Customer Number:	107913643
Purchase Order:	1404298
Order Number:	620490462
Associated Order:	620490447

Ship. &/or Handling		$	0.00
Subtotal		$	12,905.28
Taxable		Tax	
$	10,997.28	$	934.75
ENVIRO FEE		$	48.00
Invoice Total		$	13,888.03
		$	
		$	
		$	
Balance Due		$	13,888.03
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJDRM3127000000138880361001079136430

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	RYAN W SAXEN
For Sales:	(800) 576 - 6038
Sales Fax:	(888) 820 - 7454
Customer Service:	(800) 576 - 6038
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	107913643
Purchase Order:	1404298
Order Number:	620490462
Order Date:	05/14/14

86 01 O 01 00 N

Invoice Number:	XJDRM3127
Invoice Date:	05/16/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	06/15/14
Shipped Via:	SAIA
Waybill Number:	007923739001

SOLD TO:

PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:

PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
12	12	429-AABU	PowerDVD Software not included	EA	-	-
12	12	401-AADF	No Additional Hard Drive	EA	-	-
12	12	461-AAAS	Computrace Disable	EA	-	-
12	12	492-BBFF	No PCIe add-in card	EA	-	-
12	12	409-BBCF	No Intel Technology enabled	EA	-	-
12	12	389-BBJM	Intel Core I5 Label	EA	-	-
12	12	389-BCCZ	Windows 7 Label	EA	-	-
12	12	421-9982	Thank you for buying Dell	EA	-	-
12	12	422-0008	Dell Data Protection System To ols Digital Delivery/DT	EA	-	-
12	12	640-BBES	Dell Precision Performance Opt imizer	EA	-	-
12	12	640-BBEW	Dell Data Protection | Protect ed Workspace	EA	-	-
12	12	640-BBHR	Visit www.dell.com/encryption	EA	-	-
12	12	640-BBHS	Not Selected in this Configura tion	EA	-	-
12	12	658-BBIH	Dell Applications for Windows 7	EA	-	-
12	12	658-BBNH	Waves Maxx Audio	EA	-	-
12	12	780-BBCP	Non RAID	EA	-	-
12	12	650-AABC	No Software Anti-Virus	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
12	12	620-AACM	MUI Windows 7 Professional (64 Bit OS) Resource DVD	EA	2.04	24.48
12	12	637-AAAS	Dell Backup and Recovery Basic 1.6	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
			NO STIMULUS FUNDING			
		System Service Tags	CR0RM02 , CR1QM02 , CR5PM02 , CR5QM02 , CR5TM02 , CR9VM02 , CR7VM02 , CR8PM02 , CR8QM02 , CR8VM02 , CR9PM02 , CR6QM02			

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJDRM2XX8
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404298		
For Sales:	(800) 576 - 6038	Order Number:	620490447	Invoice Date:	05/16/14
Sales Fax:	(888) 820 - 7454	Order Date:	05/14/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	06/15/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007923732304

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
12	12	210-AANN	Dell Precision T1700 SFF BTX B ase	EA	766.36	9,196.32
12	12	370-AADG	8GB (2x4GB) 1600MHz DDR3 Non-E CC	EA	-	-
12	12	580-AADG	US English (QWERTY) Dell KB212 -B QuietKey USB Keyboard Black	EA	-	-
12	12	320-3316	Monitor Option-None	EA	-	-
12	12	490-BBCF	1 GB NVIDIA Quadro K600 (1DP a nd 1DVI-I) (1DP-DVI and 1DVI-V GA adapter)	EA	-	-
12	12	400-AALE	500GB 3.5inch Serial ATA (7,20 0 Rpm) Hard Drive	EA	-	-
12	12	403-BBCE	Integrated Intel SATA Controll er	EA	-	-
12	12	421-5607	Windows 7 Professional,No Medi a, 64-bit,Fixed Precision, Eng lish	EA	-	-
12	12	570-AAAJ	Dell (TM) MS 111 USB Optical M ouse	EA	-	-
12	12	555-BBJO	No Additional Network Card Sel ected (Integrated NIC included)	EA	-	-
12	12	429-AAFO	8x Slimline DVD+/-RW Drive	EA	-	-
12	12	520-AAAK	Internal Speaker	EA	-	-
12	12	450-AAFS	US/Thai/Philippines Power Cord	EA	-	-
12	12	340-AAMJ	English Shipping Docs	EA	-	-
12	12	340-ABMZ	1-Watt BIOS	EA	-	-
12	12	630-AABP	Microsoft Office Trial, MUI, O ptiPlex, Precision, Latitude	EA	-	-
12	12	995-4422	*Basic Hardware Service: Next B usiness Day Onsite Service Af ter Remote Diagnosis 2 Year Ex tended	EA	-	-
12	12	996-6320	*Basic Hardware Service: Next B usiness Day Onsite Service Af ter Remote Diagnosis Initial Y ear	EA	-	-
12	12	938-8778	*Dell Limited Hardware Warranty Plus Service Extended Year(s)	EA	-	-
12	12	935-2647	*Dell Limited Hardware Warranty Plus Service Initial Year	EA	-	-
12	12	631-AAAP	No Out-of-Band Systems Managem ent	EA	-	-
12	12	430-XXYU	Resource DVD not Included	EA	-	-
12	12	340-AAMH	No Setup and Features Guide	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
12	12	332-1286	Non-Canada Orders only	EA	-	-
12	12	329-BBIQ	Dell Precision T1700 Standard 255W TPM Chassis	EA	-	-
12	12	387-BBBE	No Energy Star	EA	-	-
12	12	338-BCEY	4th Gen Intel Core I5-4570 Pro cessor (Quad Core, 3.20GHz Tur bo, 6MB, w/ HD Graphics 4600)	EA	81.60	979.20
12	12	954-3465	*No DDPE Encryption Software	EA	-	-
12	12	658-BBNQ	No Windows XP Mode	EA	-	-
12	12	449-BBBK	C1 SATA 3.5inch, 1 Hard Drive	EA	-	-
12	12	461-AAAQ	Chassis Intrusion Switch	EA	2.04	24.48
12	12	389-BCDV	UPC Label, Config 502, UPC528, Dell Precision T1700	EA	-	-
12	12	411-XXYD	Raid Configuration not over 2 TB	EA	-	-
12	12	328-BBBQ	Precision T1700 SFF Packaging	EA	-	-
12	12	320-3807	Dell 22 Monitor - P2213	EA	165.14	1,981.68
12	12	730-6056	Fixed Hardware Configuration	EA	58.26	699.12

Ship. &/or Handling		$	0.00
Subtotal		$	12,905.28
Taxable		Tax	
$	10,997.28	$	934.75
ENVIRO FEE		$	48.00
Invoice Total		$	13,888.03

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJDRM2XX8
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404298
Order Number: 620490447
Associated Order: 620490405

Ship. &/or Handling		$	0.00
Subtotal		$	12,905.28
Taxable		Tax	
$	10,997.28	$	934.75
ENVIRO FEE		$	48.00
Invoice Total		$	13,888.03
		$	
		$	
		$	
Balance Due		$	13,888.03
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJDRM2XX8000000138880361 01079136433

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJDRM2XX8
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404298		
For Sales:	(800) 576 - 6038	Order Number:	620490447	Invoice Date:	05/16/14
Sales Fax:	(888) 820 - 7454	Order Date:	05/14/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	06/15/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007923732304

SOLD TO:

PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:

PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
12	12	429-AABU	PowerDVD Software not included	EA	-	-
12	12	401-AADF	No Additional Hard Drive	EA	-	-
12	12	461-AAAS	Computrace Disable	EA	-	-
12	12	492-BBFF	No PCIe add-in card	EA	-	-
12	12	409-BBCF	No Intel Technology enabled	EA	-	-
12	12	389-BBJM	Intel Core I5 Label	EA	-	-
12	12	389-BCCZ	Windows 7 Label	EA	-	-
12	12	421-9982	Thank you for buying Dell	EA	-	-
12	12	422-0008	Dell Data Protection System To ols Digital Delivery/DT	EA	-	-
12	12	640-BBES	Dell Precision Performance Opt imizer	EA	-	-
12	12	640-BBEW	Dell Data Protection | Protect ed Workspace	EA	-	-
12	12	640-BBHR	Visit www.dell.com/encryption	EA	-	-
12	12	640-BBHS	Not Selected in this Configura tion	EA	-	-
12	12	658-BBIH	Dell Applications for Windows 7	EA	-	-
12	12	658-BBNH	Waves Maxx Audio	EA	-	-
12	12	780-BBCP	Non RAID	EA	-	-
12	12	650-AABC	No Software Anti-Virus	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
12	12	620-AACM	MUI Windows 7 Professional (64 Bit OS) Resource DVD	EA	2.04	24.48
12	12	637-AAAS	Dell Backup and Recovery Basic 1.6	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
			NO STIMULUS FUNDING			
		System Service Tags	CR1VM02 , CR2QM02 , CR2RM02 , CR3QM02 , CR6PM02 , CR0VM02 , CR8TM02 , CR9TM02 , CRBPM02 , CRBSM02 , CRBTM02 , CR6TM02			

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJDRM2XP2
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404298		
For Sales:	(800) 576 - 6038	Order Number:	620490405	Invoice Date:	05/16/14
Sales Fax:	(888) 820 - 7454	Order Date:	05/14/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	06/15/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007923732405

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
12	12	210-AANN	Dell Precision T1700 SFF BTX B ase	EA	766.36	9,196.32
12	12	370-AADG	8GB (2x4GB) 1600MHz DDR3 Non-E CC	EA	-	-
12	12	580-AADG	US English (QWERTY) Dell KB212 -B QuietKey USB Keyboard Black	EA	-	-
12	12	320-3316	Monitor Option-None	EA	-	-
12	12	490-BBCF	1 GB NVIDIA Quadro K600 (1DP a nd 1DVI-I) (1DP-DVI and 1DVI-V GA adapter)	EA	-	-
12	12	400-AALE	500GB 3.5inch Serial ATA (7,20 0 Rpm) Hard Drive	EA	-	-
12	12	403-BBCE	Integrated Intel SATA Controll er	EA	-	-
12	12	421-5607	Windows 7 Professional,No Medi a, 64-bit,Fixed Precision, Eng lish	EA	-	-
12	12	570-AAAJ	Dell (TM) MS 111 USB Optical M ouse	EA	-	-
12	12	555-BBJO	No Additional Network Card Sel ected (Integrated NIC included)	EA	-	-
12	12	429-AAFO	8x Slimline DVD+/-RW Drive	EA	-	-
12	12	520-AAAK	Internal Speaker	EA	-	-
12	12	450-AAFS	US/Thai/Philippines Power Cord	EA	-	-
12	12	340-AAMJ	English Shipping Docs	EA	-	-
12	12	340-ABMZ	1-Watt BIOS	EA	-	-
12	12	630-AABP	Microsoft Office Trial, MUI, O ptiPlex, Precision, Latitude	EA	-	-
12	12	995-4422	*Basic Hardware Service: Next B usiness Day Onsite Service Af ter Remote Diagnosis 2 Year Ex tended	EA	-	-
12	12	996-6320	*Basic Hardware Service: Next B usiness Day Onsite Service Af ter Remote Diagnosis Initial Y ear	EA	-	-
12	12	938-8778	*Dell Limited Hardware Warranty Plus Service Extended Year(s)	EA	-	-
12	12	935-2647	*Dell Limited Hardware Warranty Plus Service Initial Year	EA	-	-
12	12	631-AAAP	No Out-of-Band Systems Managem ent	EA	-	-
12	12	430-XXYU	Resource DVD not Included	EA	-	-
12	12	340-AAMH	No Setup and Features Guide	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
12	12	332-1286	Non-Canada Orders only	EA	-	-
12	12	329-BBIQ	Dell Precision T1700 Standard 255W TPM Chassis	EA	-	-
12	12	387-BBBE	No Energy Star	EA	-	-
12	12	338-BCEY	4th Gen Intel Core i5-4570 Pro cessor (Quad Core, 3.20GHz Tur bo, 6MB, w/ HD Graphics 4600)	EA	81.60	979.20
12	12	954-3465	*No DDPE Encryption Software	EA	-	-
12	12	658-BBNQ	No Windows XP Mode	EA	-	-
12	12	449-BBBK	C1 SATA 3.5inch, 1 Hard Drive	EA	-	-
12	12	461-AAAQ	Chassis Intrusion Switch	EA	2.04	24.48
12	12	389-BCDV	UPC Label, Config 502, UPC528, Dell Precision T1700	EA	-	-
12	12	411-XXYD	Raid Configuration not over 2 TB	EA	-	-
12	12	328-BBBQ	Precision T1700 SFF Packaging	EA	-	-
12	12	320-3807	Dell 22 Monitor - P2213	EA	165.14	1,981.68
12	12	730-6056	Fixed Hardware Configuration	EA	58.26	699.12

Ship. &/or Handling		$	0.00
Subtotal		$	12,905.28
Taxable		Tax	
$	10,997.28	$	934.75
ENVIRO FEE		$	48.00
Invoice Total		$	13,888.03

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DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJDRM2XP2
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404298
Order Number: 620490405
Associated Order: 620490462

Ship. &/or Handling		$	0.00
Subtotal		$	12,905.28
Taxable		Tax	
$	10,997.28	$	934.75
ENVIRO FEE		$	48.00
Invoice Total		$	13,888.03
		$	
		$	
		$	
Balance Due		$	13,888.03
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJDRM2XP2000000138880361010791364 39

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJDRM2XP2
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404298		
For Sales:	(800) 576 - 6038	Order Number:	620490405	Invoice Date:	05/16/14
Sales Fax:	(888) 820 - 7454	Order Date:	05/14/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	06/15/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007923732405

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
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12	12	401-AADF	No Additional Hard Drive	EA	-	-
12	12	461-AAAS	Computrace Disable	EA	-	-
12	12	492-BBFF	No PCIe add-in card	EA	-	-
12	12	409-BBCF	No Intel Technology enabled	EA	-	-
12	12	389-BBJM	Intel Core I5 Label	EA	-	-
12	12	389-BCCZ	Windows 7 Label	EA	-	-
12	12	421-9982	Thank you for buying Dell	EA	-	-
12	12	422-0008	Dell Data Protection System To ols Digital Delivery/DT	EA	-	-
12	12	640-BBES	Dell Precision Performance Opt imizer	EA	-	-
12	12	640-BBEW	Dell Data Protection | Protect ed Workspace	EA	-	-
12	12	640-BBHR	Visit www.dell.com/encryption	EA	-	-
12	12	640-BBHS	Not Selected in this Configura tion	EA	-	-
12	12	658-BBIH	Dell Applications for Windows 7	EA	-	-
12	12	658-BBNH	Waves Maxx Audio	EA	-	-
12	12	780-BBCP	Non RAID	EA	-	-
12	12	650-AABC	No Software Anti-Virus	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
12	12	620-AACM	MUI Windows 7 Professional (64 Bit OS) Resource DVD	EA	2.04	24.48
12	12	637-AAAS	Dell Backup and Recovery Basic 1.6	EA	-	-
12	12	817-BBBC	Not Selected in this Configura tion	EA	-	-
			NO STIMULUS FUNDING			
		System Service Tags	CR0QM02 , CR1RM02 , CR2VM02 , CR3PM02 , CR3VM02 , CR7TM02 , CR4TM02 , CR4VM02 , CR5VM02 , CR6VM02 , CR7PM02 , CR4QM02			

Purchase Order

LIABILITY

#

#

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1404522
06/10/2014
Requested By: lindal

Vendor: 019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: MHS/CmpEd/KEITH
Confirmation:

Qty	Unit	Description 683448767	Unit Price	Total Cost	T
1.00	Units	QUOTE ~~683449812~~/544 CHROMEBOOKS AND HARDWARE AS PER ATTACHED.	$219,094.20	$219,094.20	N
1.00	Units	QUOTE 683441427/16 CHROMEBOOKS CARTS/CHARGERS AS PER ATTACHEED. 683472306	$27,164.75	$27,164.75	N
1.00	Units	QUOTE 683443149/544 GOOGLE CHROME OS MANAGEMENT CONSOLE LICENSE AT PER ATTACHED.	$13,741.44	$13,741.44	N

Account No.	Amount	
010-70900-0-11100-10000-44000-305-0000-3486	$27,164.75	27,164.75
010-30100-0-11100-10000-43000-305-0000-3420	$90,126.00	90,126.00
010-70900-0-11100-10000-43000-305-0000-3486	$142,709.64	123,377.79

Sub Total:	$260,000.39
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	$260,000.39

Approved By:

DATE: 6/10/14

240 668 54

This is your ACKNOWLEDGEMENT

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF5N36J4
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636015642	Invoice Date:	06/10/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Shipped Via:	STANDARD GROUND
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Waybill Number:	
Dell Online:	www.dell.com				

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	464-7779	EOY	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$ 0.00
Subtotal	$ 0.00
Taxable $ 0.00	Tax $ 0.00
ENVIRO FEE	$ 0.00
Invoice Total	$ 0.00
	$
	$
	$
Balance Due	$ 0.00

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8TT9R1
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636420453	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969743600

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
16	16	210-ACDU	Dell Chromebook 11	EA	384.02	6,144.32
16	16	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
16	16	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
16	16	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
16	16	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
16	16	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
16	16	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
16	16	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
16	16	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
16	16	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
16	16	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
16	16	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
16	16	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
16	16	537-BBBD	US Power Cord	EA	-	-
16	16	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
16	16	328-BBEX	Shipment Box	EA	-	-
16	16	340-AFZC	Directship Info	EA	-	-
16	16	730-8301	Fixed Hardware Configuration	EA	-	-
16	16	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
16	16	450-AAYT	65 Watt AC Adaptor	EA	-	-
16	16	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
16	16	464-7779	EOY	EA	-	-
		System Service Tags	76WXX02 , JJTXX02 , 85WXX02 , 981YX02 , B2WXX02 , B6WXX02 , BBWXX02 , C71YX02 , CFKVX02 , D32XX02 , DXLWX02 , F24VX02 , F2WXX02 , H21YX02 , H5WXX02 , 7XVXX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	6,144.32
Taxable $ 2,960.32	Tax $	251.63
ENVIRO FEE	$	48.00
Invoice Total	$	6,443.95

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8TT9R1
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636420453

Ship. &/or Handling	$	0.00
Subtotal	$	6,144.32
Taxable $ 2,960.32	Tax $	251.63
ENVIRO FEE	$	48.00
Invoice Total	$	6,443.95
	$	
	$	
	$	
Balance Due	$	6,443.95
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJF8TT9R1000000064439566010791364 35

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF6CN998
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636020493	Invoice Date:	06/11/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/11/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	STANDARD GROUND
Dell Online:	www.dell.com			Waybill Number:	1107325

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
544	544	A7611038	GOOGLE CHROME OS MANAGEMENT CO NSOLE LICENSE, EDUCATION NO STIMULUS FUNDING	EA	25.26	13,741.44

Ship. &/or Handling	$	0.00
Subtotal	$	13,741.44
Taxable $ 0.00	Tax $	0.00
ENVIRO FEE	$	0.00
Invoice Total	$	13,741.44

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF6CN998
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636020493

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,741.44
Taxable $ 0.00	Tax $	0.00
ENVIRO FEE	$	0.00
Invoice Total	$	13,741.44
	$	
	$	
	$	
Balance Due	$	13,741.44
Amount Enclosed		

000XJF6CN998000000137414466107913643 8

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJFCC7JP9
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636015667	Invoice Date:	06/24/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/24/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	STANDARD GROUND
Dell Online:	www.dell.com			Waybill Number:	084-1366807

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
16	16	A7471892	SEC CART SUP & CHARGES UP TO 32 DELL ACER LENOVO OTHER C HROMEBOOKS	EA	1,564.79	25,036.64

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	25,036.64
Taxable		Tax	
$	25,036.64	$	2,128.11
ENVIRO FEE		$	0.00
Invoice Total		$	27,164.75

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJFCC7JP9
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636015667
Associated Order: 636015642

Ship. &/or Handling		$	0.00
Subtotal		$	25,036.64
Taxable		Tax	
$	25,036.64	$	2,128.11
ENVIRO FEE		$	0.00
Invoice Total		$	27,164.75
		$	
		$	
		$	
Balance Due		$	27,164.75
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJFCC7JP900000027164756101879136436

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8TT8T1
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636421550	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969743600

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	15WXX02 , JZVXX02 , 1TVXX02 , 21WXX02 , 24WXX02 , 261YX02 , 2ZVXX02 , 32WXX02 , 3PTXX02 , 3XVXX02 , 3ZVXX02 , 41WXX02 , 4TVXX02 , 4VVXX02 , 5WVXX02 , 5ZVXX02 , 62WXX02 , 6ZVXX02 , 781YX02 , 7VVXX02 , 7WVXX02 , 8LSXX02 , 8TVXX02 , 8VVXX02 , 91WXX02 , B1WXX02 , B31YX02 , B91YX02 , C91YX02 , CVVXX02 , D0WXX02 , D91YX02 , F0WXX02 , FVVXX02 , FWVXX02 , G5WXX02 , G7WXX02 , G91YX02 , GLVXX02 , GSVXX02 , GXVXX02 , H7VXX02 , H91YX02 , J0WXX02 , J5WXX02 , J81YX02 , JTVXX02 , 161YX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	18,432.96
Taxable		Tax	
$	8,880.96	$	754.88
ENVIRO FEE		$	144.00
Invoice Total		$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8TT8T1
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636421550

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	18,432.96
Taxable		Tax	
$	8,880.96	$	754.88
ENVIRO FEE		$	144.00
Invoice Total		$	19,331.84
		$	
		$	
		$	
Balance Due		$	19,331.84
Amount Enclosed			

000XJF8TT8T1000000193318461019791364 38

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RDN71
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636421444	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741904

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	1JSXX02 , JYSXX02 , 2JSXX02 , 2PSXX02 , 3MSXX02 , 4HSXX02 , 4JSXX02 , 4KSXX02 , 5LSXX02 , 5NSXX02 , 5PSXX02 , 5QSXX02 , 6MSXX02 , 6MTXX02 , 6RSXX02 , 7HSXX02 , 7JSXX02 , 7YSXX02 , 8JSXX02 , 8MSXX02 , 8MTXX02 , 8QSXX02 , 9JSXX02 , 9KSXX02 , 9LTXX02 , 9YSXX02 , BJSXX02 , BNSXX02 , BWSXX02 , BXSXX02 , BYSXX02 , CJSXX02 , CQSXX02 , CTSXX02 , FJSXX02 , FKSXX02 , FWSXX02 , GGSXX02 , GHSXX02 , GJSXX02 , GKSXX02 , GLSXX02 , HGSXX02 , HJSXX02 , JHSXX02 , JMSXX02 , JTSXX02 , 1KSXX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RDN71
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636421444

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84
	$	
	$	
	$	
Balance Due	$	19,331.84
Amount Enclosed		

000XJF8RDN71000000193318461079136439

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RM1R5
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636421022	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741803

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	1PSXX02 , JYNXX02 , 3KSXX02 , 3LSXX02 , 3LTXX02 , 3QSXX02 , 4HLXX02 , 4MSXX02 , 5HSXX02 , 5JSXX02 , 5KSXX02 , 5LTXX02 , 6HSXX02 , 6LTXX02 , 6TSXX02 , 6ZSXX02 , 7LTXX02 , 8DJXX02 , 8HSXX02 , 8NSXX02 , 9LSXX02 , 9MSXX02 , 9PSXX02 , 9TSXX02 , BHSXX02 , BLTXX02 , BMSXX02 , BTSXX02 , CLTXX02 , CMSXX02 , CMTXX02 , DMTXX02 , F5LXX02 , FLSXX02 , FMSXX02 , FMTXX02 , FTSXX02 , FYSXX02 , GMSXX02 , HLSXX02 , HMSXX02 , HRSXX02 , HXSXX02 , JBPXX02 , JLSXX02 , JQSXX02 , JXSXX02 , 2KSXX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RM1R5
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636421022

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84
	$	
	$	
	$	
Balance Due	$	19,331.84
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJF8RM1R5000000193318466010791364 31

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RM1T1
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636421097	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741803

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	661YX02 , 5Z0YX02 , 6Z0YX02 , 731YX02 , 81WXX02 , 82WXX02 , 8Y0YX02 , 8ZVXX02 , 95WXX02 , 9VVXX02 , BTVXX02 , BVVXX02 , BWVXX02 , BZVXX02 , C51YX02 , C5WXX02 , D21YX02 , D2WXX02 , D31YX02 , D51YX02 , F21YX02 , F4WXX02 , FYVXX02 , G0WXX02 , G2WXX02 , GZVXX02 , H4WXX02 , HVVXX02 , HYVXX02 , J1WXX02 , JVVXX02 , JYVXX02 , 10WXX02 , 131YX02 , 1WVXX02 , 1ZVXX02 , 22WXX02 , 2WVXX02 , 301YX02 , 3WVXX02 , 4Y0YX02 , 4Z0YX02 , 52WXX02 , 531YX02 , 5VVXX02 , 5Y0YX02 , 5YVXX02 , 6TVXX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	18,432.96
Taxable		Tax	
$	8,880.96	$	754.88
ENVIRO FEE		$	144.00
Invoice Total		$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RM1T1
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636421097

Ship. &/or Handling		$	0.00
Subtotal		$	18,432.96
Taxable		Tax	
$	8,880.96	$	754.88
ENVIRO FEE		$	144.00
Invoice Total		$	19,331.84
		$	
		$	
		$	
Balance Due		$	19,331.84
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJF8RM1T1000000193318466010791364 35

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RKWK5
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636420727	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741803

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	190YX02 , JB0YX02 , 1C0YX02 , 1G0YX02 , 1R5YX02 , 290YX02 , 2C0YX02 , 2F0YX02 , 2Q5YX02 , 370YX02 , 3K0YX02 , 470YX02 , 4D0YX02 , 4R5YX02 , 4S1YX02 , 5G0YX02 , 5Q5YX02 , 5R5YX02 , 680YX02 , 690YX02 , 6C0YX02 , 6Q5YX02 , 711YX02 , 770YX02 , 790YX02 , 870YX02 , 880YX02 , 890YX02 , 8J0YX02 , 970YX02 , 9B0YX02 , 9Q5YX02 , 9R5YX02 , B70YX02 , B80YX02 , BC0YX02 , BF0YX02 , BR5YX02 , CG0YX02 , CN0YX02 , F70YX02 , FC0YX02 , GQ5YX02 , H60YX02 , HB1YX02 , HQ5YX02 , J70YX02 , 1B0YX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RKWK5
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636420727

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84
	$	
	$	
	$	
Balance Due	$	19,331.84
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJF8RKWK5000000193318466010791364 32

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RKX18
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636420792	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741803

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	1D0YX02 , 170YX02 , 280YX02 , 2R5YX02 , 390YX02 , 3J0YX02 , 3Q5YX02 , 3R5YX02 , 480YX02 , 4B0YX02 , 4G0YX02 , 4Q5YX02 , 580YX02 , 5F0YX02 , 5H0YX02 , 6H0YX02 , 6R5YX02 , 780YX02 , 7B0YX02 , 7C0YX02 , 7P0YX02 , 811YX02 , 8B0YX02 , 8F0YX02 , 92WXX02 , B90YX02 , C80YX02 , C90YX02 , CC0YX02 , CQ5YX02 , D80YX02 , DF0YX02 , DQ5YX02 , F80YX02 , FB0YX02 , FD0YX02 , FG0YX02 , FQ5YX02 , G80YX02 , GC0YX02 , HB0YX02 , HG0YX02 , HTVXX02 , J80YX02 , JF0YX02 , JJ0YX02 , JQ5YX02 , 1N0YX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RKX18
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636420792

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84
	$	
	$	
	$	
Balance Due	$	19,331.84
Amount Enclosed		

000XJF8RKX18000000193318466010791364 38

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RM1X4
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636421154	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741803

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	19WXX02 , JYTXX02 , 27WXX02 , 48WXX02 , 49WXX02 , 5GNXX02 , 68WXX02 , 69WXX02 , 6DVXX02 , 6HVXX02 , 77WXX02 , 78WXX02 , 7DVXX02 , 7FVXX02 , 87WXX02 , 88WXX02 , 8BWXX02 , 98WXX02 , 99WXX02 , 9BWXX02 , 9FVXX02 , B9WXX02 , BGVXX02 , BLVXX02 , BNVXX02 , C6VXX02 , C6WXX02 , CXTXX02 , D9WXX02 , DDVXX02 , DLSXX02 , DMVXX02 , DXTXX02 , F2VXX02 , F3VXX02 , F7WXX02 , F8WXX02 , FDVXX02 , FFVXX02 , FHSXX02 , G8WXX02 , GGVXX02 , H7WXX02 , J1VXX02 , JFVXX02 , JMVXX02 , JPVXX02 , 1DNXX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RM1X4
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636421154

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84
	$	
	$	
	$	
Balance Due	$	19,331.84
Amount Enclosed		

000XJF8RM1X4000000193318466 01079136432

This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RKTX8
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636421246	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741803

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	17VXX02 , JNVXX02 , 27VXX02 , 2BWXX02 , 2CVXX02 , 2CWXX02 , 2YTXX02 , 37VXX02 , 3BVXX02 , 3GVXX02 , 3KVXX02 , 49VXX02 , 4CWXX02 , 4DVXX02 , 4KVXX02 , 4ZTXX02 , 57VXX02 , 5KVXX02 , 6CWXX02 , 6LSXX02 , 6PVXX02 , 77VXX02 , 79VXX02 , 7GNXX02 , 8CWXX02 , 9KVXX02 , 9XTXX02 , B8VXX02 , BBVXX02 , BCWXX02 , CLSXX02 , DBVXX02 , DKVXX02 , DNSXX02 , FBWXX02 , GBWXX02 , GKVXX02 , H6VXX02 , H9VXX02 , H9WXX02 , HBWXX02 , HCVXX02 , HFVXX02 , HKVXX02 , J7VXX02 , J9VXX02 , JBWXX02 , 19VXX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RKTX8
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636421246

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84
	$	
	$	
	$	
Balance Due	$	19,331.84
Amount Enclosed		

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This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RKTJ8
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636420909	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741803

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

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48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	9B1YX02 , 8P0YX02 , 9H0YX02 , 9K0YX02 , 9N0YX02 , 9P0YX02 , BB0YX02 , CD0YX02 , CP0YX02 , DD0YX02 , DG0YX02 , DP0YX02 , FF0YX02 , GF0YX02 , GK0YX02 , H80YX02 , HR5YX02 , HS5YX02 , J50YX02 , JN0YX02 , JP0YX02 , 1J0YX02 , 1M0YX02 , 2G0YX02 , 2J0YX02 , 2P0YX02 , 2P1YX02 , 3F0YX02 , 3G0YX02 , 3H0YX02 , 3P0YX02 , 3Q0YX02 , 4H0YX02 , 4P0YX02 , 4R1YX02 , 4VMXX02 , 5C1YX02 , 5D0YX02 , 5J0YX02 , 611YX02 , 6D0YX02 , 6F0YX02 , 6G0YX02 , 6P0YX02 , 7G0YX02 , 7N0YX02 , 8H0YX02 , 9F0YX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RKTJ8
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636420909

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	18,432.96
Taxable $ 8,880.96	Tax $	754.88
ENVIRO FEE	$	144.00
Invoice Total	$	19,331.84
	$	
	$	
	$	
Balance Due	$	19,331.84
Amount Enclosed		

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This is your INVOICE

FID Number:	74-2616805	Customer Number:	107913643	Invoice Number:	XJF8RKWD2
Sales Rep:	RYAN W SAXEN	Purchase Order:	1404522		
For Sales:	(800) 576 - 6038	Order Number:	636420982	Invoice Date:	06/19/14
Sales Fax:	(888) 820 - 7454	Order Date:	06/10/14	Payment Terms:	NET DUE 30 DAYS
Customer Service:	(800) 576 - 6038			Due Date:	07/19/14
Technical Support:	(800) 822 - 8965		66 01 O 01 00 N	Shipped Via:	SAIA
Dell Online:	www.dell.com			Waybill Number:	007969741803

SOLD TO:
PORTERVILLE UNIFIED SCHOOL
REPLACES 1361390
600 W GRAND AVE
PORTERVILLE, CA 932572029

SHIP TO:
PUSD WAREHOUSE
PORTERVILLE UNIFIED SD
534 N E ST
PORTERVILLE, CA 932572250

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	384.02	18,432.96
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6106	*ProSupport: 7x24 Technical Sup port, 2 Year Extended	EA	-	-
48	48	965-6108	*ProSupport: 7x24 Technical Sup port, Initial Year	EA	-	-
48	48	965-6131	*Dell Limited Hardware Warranty Plus Service, Extended Year(s)	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6134	*Rapid Return for Repair after Diagnosis, 2 Year Extended	EA	-	-
48	48	965-6136	*Rapid Return for Repair after Diagnosis, Initial Year	EA	-	-
48	48	989-3449	*Thank you choosing Dell ProSup port. For tech support, visit http://support.dell.com/ProSup port or call 1-866-516-3115	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	464-7779	EOY	EA	-	-
		System Service Tags	2TNXX02 , 2SNXX02 , 3JNXX02 , 3KNXX02 , 3PMXX02 , 3TNXX02 , 4KNXX02 , 5LNXX02 , 5QMXX02 , 5SNXX02 , 6KNXX02 , 6MNXX02 , 6QMXX02 , 6SNXX02 , 7KNXX02 , 7LNXX02 , 7NNXX02 , HJNXX02 , HLNXX02 , HNMXX02 , 86NXX02 , 8LNXX02 , 8MNXX02 , 9KNXX02 , 9MNXX02 , 9PMXX02 , BPMXX02 , BSNXX02 , HRNXX02 , JHNXX02 , JJNXX02 , JKNXX02 , CKNXX02 , CNNXX02 , DKNXX02 , DLNXX02 , DSNXX02 , DTNXX02 , FMNXX02 , G3NXX02 , GKNXX02 , GMNXX02 , 1MNXX02 , 1XMXX02 , 24NXX02 , 2MNXX02 , 2NNXX02 , 35NXX02			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	18,432.96
Taxable		Tax	
$	8,880.96	$	754.88
ENVIRO FEE		$	144.00
Invoice Total		$	19,331.84

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8RKWD2
Customer Name: PORTERVILLE UNIFIED SCHOOL
Customer Number: 107913643
Purchase Order: 1404522
Order Number: 636420982

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	18,432.96
Taxable		Tax	
$	8,880.96	$	754.88
ENVIRO FEE		$	144.00
Invoice Total		$	19,331.84
		$	
		$	
		$	
Balance Due		$	19,331.84
Amount Enclosed			

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QUOTATION

Quote #:	~~683441427~~ 684372306
Customer #:	107913643
Contract #:	WN99ABZ
CustomerAgreement #:	WSCA B27160
Quote Date:	05/28/2014
Customer Name:	PORTERVILLE UNIFIED SCHOOL

Added EOY Sku to new quote for faster delivery. AKW 6/10/14

Date: 5/28/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	RYAN W SAXEN	**PHONE:**	1800 - 4563355
Email Address:	Ryan_Saxen@Dell.com	**Phone Ext:**	80000

SOFTWARE & ACCESSORIES

GROUP TOTAL: $25,036.64

Product	Quantity	Unit Price	Total
SEC CART SUP & CHARGES UP TO 32 DELL ACER LENOVO OTHER CHROMEBOOKS (A7471892)	16	$1,564.79	$25,036.64

***Total Purchase Price:**	**$27,164.75**
Product Subtotal:	$25,036.64
Tax:	$2,128.11
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

line1

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms

and ...ditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to PORTERVILLE UNIFIED SCHOOL for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

QUOTATION

	Quote #:	684368757
	Customer #:	107913643
	Contract #:	WN99ABZ
	CustomerAgreement #:	WSCA B27160
	Quote Date:	06/10/2014
Date: 6/10/2014	Customer Name:	PORTERVILLE UNIFIED SCHOOL

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	RYAN W SAXEN	**PHONE:**	1800 - 4563355
Email Address:	Ryan_Saxen@Dell.com	**Phone Ext:**	80000

GROUP: 1 QUANTITY: 544 SYSTEM PRICE: $387.02 GROUP TOTAL: $210,538.88

Description	**Quantity**
Dell Chromebook 11 (210-ACDU)	544
Internal Keyboard, English, Chromebook 11 (580-ABVP)	544
Dell Wireless 1901 802.11a/b/g/n, Bluetooth v4.0 (555-BBSM)	544
System Documentation, Multi Language, Chromebook 11 (340-AGYZ)	544
ProSupport: 7x24 Technical Support, 2 Year Extended (965-6106)	544
ProSupport: 7x24 Technical Support, Initial Year (965-6108)	544
Dell Limited Hardware Warranty Plus Service, Extended Year(s) (965-6131)	544
Dell Limited Hardware Warranty Plus Service, Initial Year (965-6132)	544
Rapid Return for Repair after Diagnosis, 2 Year Extended (965-6134)	544
Rapid Return for Repair after Diagnosis, Initial Year (965-6136)	544
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449)	544
System Documentation, Multi Language, Chromebook 11 (340-AHHG)	544
CHROMEBOOK11,2955U,4GB,51WHR (329-BBXP)	544
US Power Cord (537-BBBD)	544
UPC Label 884116140153,4G,A35 (389-BDYI)	544
Shipment Box (328-BBEX)	544
Directship Info (340-AFZC)	544
Fixed Hardware Configuration (730-8301)	544
Intel(R) Celeron(R) Label (338-BDXI)	544
65 Watt AC Adaptor (450-AAYT)	544
Smart Selection Shipment (VS) (800-BBGY)	544

EOY (464-7779) 544
State Environmental Fee for display less than 15 inches (600-0276) 544

*Total Purchase Price:		$219,094.20
Product Subtotal:	$208,906.88	
Tax:	$8,555.32	
Shipping & Handling:	$0.00	
State Environmental Fee:	$1,632.00	
Shipping Method:	LTL 5 DAY OR LESS	

line 2

(* Amount denoted in $)

Statement of Conditions

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If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public

Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to PORTERVILLE UNIFIED SCHOOL for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

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QUOTATION

Quote #:	683443149
Customer #:	107913643
Contract #:	WN99ABZ
CustomerAgreement #:	WSCA B27160
Quote Date:	05/28/2014
Customer Name:	PORTERVILLE UNIFIED SD

Date: 5/28/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	RYAN W SAXEN	**PHONE:**	1800 - 4563355
Email Address:	Ryan_Saxen@Dell.com	**Phone Ext:**	80000

SOFTWARE & ACCESSORIES

GROUP TOTAL: $13,741.44

Product	Quantity	Unit Price	Total
GOOGLE CHROME OS MANAGEMENT CONSOLE LICENSE, EDUCATION (A7611038)	544	$25.26	$13,741.44

COMMENT

NO STIMULUS FUNDING

line 2

***Total Purchase Price:**	**$13,741.44**
Product Subtotal:	$13,741.44
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application

software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

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About Dell

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Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1500006
06/26/2014
Requested By: mvidrio

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Seq/Santos
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
48.00	Units	iPad Mini 10 pack	$3,780.00	$181,440.00	Y
48.00	Units	Recycle Fee	$30.00	$1,440.00	N

AccountNo	Amount
010-30100-0-11100-10000-44000-205-0000-3420	$198,302.40 - 194,263.20

Sub Total:	$182,880.00
Total Discount:	$0.00
Tax:	$15,422.40
Freight:	$0.00
Total:	**$198,302.40**

Approved By: _____

194,263.20
PO No: 1500006

PUSD

Fwd: Apple Order Acknowledgement-Order# 1002749811

Kristy Walley <kwalley@portervilleschools.org> Wed, Jul 16, 2014 at 10:19 AM
To: Laverne Clark <lclark@portervilleschools.org>

For SMS iPad order.

Kristy Walley

Porterville Unified School District
Technology Department
600 W Grand Ave
Porterville, CA 93257
(559) 793-2401 Office
(888) 600-4352 Fax
kwalley@portervilleschools.org

——— Forwarded message ———
From: **APPLE STORE** <Do_not_reply@apple.com>
Date: Wed, Jul 9, 2014 at 9:37 AM
Subject: Apple Order Acknowledgement-Order# 1002749811
To: nnelson@portervilleschools.org, kwalley@portervilleschools.org

546

Dear Apple Customer,

Thank you for shopping with Apple!

Here are the details of your order:

Web Order Number: 1002749811
PO Number: 1500006
Apple Sales Order Number: 1002749811
Apple Customer Number: 64377
Shipping Method: Standard-Business

Product #	Product Description	Qty	Price	Ext Price
BK5A2LL/A	BNDL IPADMIN 16G S GRY PRS	10	48 3,780.00	181,440.00
	Recycle Fee	48	30.00	1,440.00

Subtotal: $ 182,880.00
Sales Tax: $ 11,383.20
Total price for your order: $ 194,263.20

SHIP TO ADDRESS :
Porterville Schools
534 N E ST
Porterville CA 93257-2250

Thank you for shopping at Apple.

Visit Order Status at <http://www.apple.com/OrderStatus> to view your order details.

If you have any questions concerning your order please call us at (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

==========

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Thank You.

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P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
1	64377	4288406287

Invoice Date	Amount Due
07/11/14	194,263.20

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1500006	1002749811	4288406287	07/11/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
001	BK5A2LL/A	BNDL IPADMIN 16G S GRY PRS 10	48		3,780.00	181,440.00

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	07/08/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:

Special Instructions:

547

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 194,263.20

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
2	64377	4288406287

Invoice Date	Amount Due
07/11/14	194,263.20

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1500006	1002749811	4288406287	07/11/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
002	PF433LL/A	IPAD MINI WI-FI 16GB SPACE GR	480	480		

SerialNo.: (F7NN1B3MFP84, F7NN1X2SFP84,
F7NN1XKEFP84, F7NN200CFP84,
F7NN200SFP84, F7NN2014FP84,
F7NN201HFP84, F7NN201QFP84, F7NN201VFP84,
F7NN202QFP84, F7NN203DFP84, F7NN2052FP84,
F7NN208YFP84, F7NN209SFP84, F7NN20ARFP84,
F7NN20ASFP84, F7NN20B8FP84, F7NN20BJFP84,
F7NN20BYFP84, F7NN20CKFP84, F7NN20DFFP84,
F7NN20DNFP84, F7NN20DSFP84, F7NN20EZFP84,
F7NN20FRFP84, F7NN20H2FP84, F7NN20H4FP84,
F7NN20HAFP84, F7NN20HBFP84, F7NN20HUFP84,
F7NN20J8FP84, F7NN20JSFP84, F7NN20L4FP84,
F7NN20L6FP84, F7NN20LCFP84, F7NN20LTFP84,
F7NN20MNFP84, F7NN20MPFP84, F7NN20MVFP84,
F7NN20NRFP84, F7NN20P6FP84, F7NN20P7FP84,
F7NN20P8FP84, F7NN20P9FP84, F7NN20PVFP84,
F7NN20Q3FP84, F7NN20Q4FP84, F7NN20Q9FP84,
F7NN20QKFP84, F7NN20R3FP84, F7NN20R7FP84,
F7NN20RDFP84, F7NN20RJFP84, F7NN20S4FP84,
F7NN20S7FP84, F7NN20SHFP84, F7NN20SMFP84,
F7NN20SUFP84, F7NN20SZFP84, F7NN20TQFP84,
F7NN20TWFP84, F7NN20V5FP84, F7NN20V9FP84,
F7NN20VGFP84, F7NN20VHFP84, F7NN20W9FP84,
F7NN20WCFP84, F7NN20WFFP84, F7NN20WMFP84,
F7NN20WRFP84, F7NN20WUFP84, F7NN20X1FP84,
F7NN20XEFP84, F7NN20XPFP84, F7NN20XVFP84,

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	07/08/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

548

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 194,263.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

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Page	Customer Number	Invoice Number
3	64377	4288406287

Invoice Date	Amount Due
07/11/14	194,263.20

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1500006	1002749811	4288406287	07/11/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F7NN20XXFP84, F7NN20XYFP84, F7NN20XZFP84, F7NN20Y1FP84, F7NN20Y3FP84, F7NN20Y5FP84, F7NN20Z5FP84, F7NN20Z9FP84, F7NN20ZMFP84, F7NN20ZZFP84, F7NN2106FP84, F7NN210FFP84, F7NN210LFP84, F7NN210MFP84, F7NN210SFP84, F7NN210VFP84, F7NN2129FP84, F7NN219JFP84, F7NN21BGFP84, F7NN21CJFP84, F7NN21DLFP84, F7NN21E0FP84, F7NN21ETFP84, F7NN21F7FP84, F7NN21FQFP84, F7NN21G0FP84, F7NN21G1FP84, F7NN21G2FP84, F7NN21G9FP84, F7NN21GNFP84, F7NN21GZFP84, F7NN21H6FP84, F7NN21HCFP84, F7NN21HFFP84, F7NN21HZFP84, F7NN21J9FP84, F7NN21KGFP84, F7NN21L2FP84, F7NN21LTFP84, F7NN21NBFP84, F7NN21NQFP84, F7NN21P8FP84, F7NN21QPFP84, F7NN21R1FP84, F7NN21R4FP84, F7NN21R5FP84, F7NN21RKFP84, F7NN21RQFP84, F7NN21S8FP84, F7NN21STFP84, F7NN21T2FP84, F7NN21THFP84, F7NN21U1FP84, F7NN21UBFP84, F7NN21UJFP84, F7NN21UKFP84, F7NN21ULFP84, F7NN21V7FP84, F7NN21VFFP84, F7NN21VPFP84, F7NN21WMFP84, F7NN21X0FP84, F7NN21XQFP84, F7NN21XWFP84, F7NN21Y1FP84, F7NN21Y3FP84, F7NN21Y4FP84, F7NN21Y6FP84, F7NN21ZDFP84, F7NN21ZLFP84, F7NN21ZYFP84, F7NN21ZZFP84, F7NN2208FP84, F7NN2209FP84, F7NN220PFP84, F7NN221PFP84, F7NN2221FP84, F7NN2224FP84, F7NN226HFP84, F7NN226QFP84, F7NN2278FP84,				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	07/08/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

549

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 194,263.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
4	64377	4288406287

Invoice Date	Amount Due
07/11/14	194,263.20

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1500006	1002749811	4288406287	07/11/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F7NN2286FP84, F7NN228QFP84, F7NN229DFP84, F7NN22BDFP84, F7NN22CHFP84, F7NN22E7FP84, F7NN22G4FP84, F7NN22KYFP84, F7NN22L2FP84, F7NN2345FP84, F7NN234HFP84, F7NN234MFP84, F7NN234PFP84, F7NN235FFP84, F7NN236EFP84, F7NN236YFP84, F7NN236ZFP84, F7NN2371FP84, F7NN2372FP84, F7NN2374FP84, F7NN237AFP84, F7NN238MFP84, F7NN23A9FP84, F7NN23APFP84, F7NN23AQFP84, F7NN23B4FP84, F7NN2AU2FP84, F7NN2DRSFP84, F7NN2DRTFP84, F7NN2DSGFP84, F7NN2DSWFP84, F7NN2DT2FP84, F7NN2DT9FP84, F7NN2DTEFP84, F7NN2DTQFP84, F7NN2DTXFP84, F7NN2DVAFP84, F7NN2DVWFP84, F7NN2DWTFP84, F7NN2DX3FP84, F7NN2DXSFP84, F7NN2DYCFP84, F7NN2DYEFP84, F7NN2DZAFP84, F7NN2DZCFP84, F7NN2DZTFP84, F7NN2DZVFP84, F7NN2E06FP84, F7NN2E0FFP84, F7NN2E2KFP84, F7NN2E2WFP84, F7NN2E46FP84, F7NN2E47FP84, F7NN2E58FP84, F7NN2E62FP84, F7NN2E86FP84, F7NN2E87FP84, F7NN2E96FP84, F7NN2E9MFP84, F7NN2E9QFP84, F7NN2E9SFP84, F7NN2E9VFP84, F7NN2EA3FP84, F7NN2EAMFP84, F7NN2EAZFP84, F7NN2EB8FP84, F7NN2EBKFP84, F7NN2EBUFP84, F7NN2EBWFP84, F7NN2EC7FP84, F7NN2ECVFP84, F7NN2EDGFP84, F7NN2EDHFP84, F7NN2EDJFP84, F7NN2EDKFP84, F7NN2EDVFP84, F7NN2EE4FP84, F7NN2EE5FP84, F7NN2EEEFP84, F7NN2EF9FP84, F7NN2EFPFP84,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	07/08/14		DHL GLOBAL	IN

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Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 194,263.20

Apple Inc.

550

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Page	Customer Number	Invoice Number
5	64377	4288406287

Invoice Date	Amount Due
07/11/14	194,263.20

SOLD TO
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600 WEST GRAND
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SHIP TO
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534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1500006	1002749811	4288406287	07/11/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F7NN2EFRFP84, F7NN2EFXFP84, F7NN2EG6FP84, F7NN2EGSFP84, F7NN2EGYFP84, F7NN2EH3FP84, F7NN2EHGFP84, F7NN2EHNFP84, F7NN2EHRFP84, F7NN2EJQFP84, F7NN2EK1FP84, F7NN2EK9FP84, F7NN2EKKFP84, F7NN2EKMFP84, F7NN2EKYFP84, F7NN2ELFFP84, F7NN2EN2FP84, F7NN2ENVFP84, F7NN2ER0FP84, F7NN2ER2FP84, F7NN2EREFP84, F7NN2ERYFP84, F7NN2ERZFP84, F7NN2ESHFP84, F7NN2ESLFP84, F7NN2ESQFP84, F7NN2ET1FP84, F7NN2ET8FP84, F7NN2ETCFP84, F7NN2ETEFP84, F7NN2ETTFP84, F7NN2EU3FP84, F7NN2EUAFP84, F7NN2EUZFP84, F7NN2EV9FP84, F7NN2EVDFP84, F7NN2EVRFP84, F7NN2EW5FP84, F7NN2EW7FP84, F7NN2EW9FP84, F7NN2EWFFP84, F7NN2EWGFP84, F7NN2EWLFP84, F7NN2EX8FP84, F7NN2EXAFP84, F7NN2EXLFP84, F7NN2EXQFP84, F7NN2EY3FP84, F7NN2EY6FP84, F7NN2EYVFP84, F7NN2EYZFP84, F7NN2EZ7FP84, F7NN2EZNFP84, F7NN2EZUFP84, F7NN2EZXFP84, F7NN2F04FP84, F7NN2F0PFP84, F7NN2F0RFP84, F7NN2F14FP84, F7NN2F1AFP84, F7NN2F1BFP84, F7NN2F1UFP84, F7NN2F22FP84, F7NN2F23FP84, F7NN2F27FP84, F7NN2F2BFP84, F7NN2F38FP84, F7NN2F39FP84, F7NN2F3VFP84, F7NN2F3WFP84, F7NN2F3XFP84, F7NN2F3YFP84, F7NN2F3ZFP84, F7NN2F41FP84, F7NN2F4UFP84, F7NN2F5UFP84, F7NN2F6QFP84, F7NN2F6RFP84, F7NN2F6VFP84, F7NN2F7FFP84, F7NN2F7HFP84,				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	07/08/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

551

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 194,263.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
6	64377	4288406287

Invoice Date	Amount Due
07/11/14	194,263.20

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1500006	1002749811	4288406287	07/11/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F7NN2F87FP84, F7NN2F8BFP84, F7NN2F92FP84, F7NN2F9CFP84, F7NN2F9RFP84, F7NN2F9TFP84, F7NN2FBYFP84, F7NN2FEDFP84, F7NN2FFBFP84, F7NN2FFEFP84, F7NN2FFUFP84, F7NN2GW6FP84, F7NN2GW7FP84, F7NN2GWJFP84, F7NN2GWKFP84, F7NN2GWPFP84, F7NN2GWQFP84, F7NN2GWRFP84, F7NN2GWYFP84, F7NN2GX4FP84, F7NN2GX5FP84, F7NN2GXUFP84, F7NN2GY0FP84, F7NN2GY5FP84, F7NN2GYQFP84, F7NN2GYUFP84, F7NN2GZAFP84, F7NN2GZPFP84, F7NN2GZSFP84, F7NN2GZVFP84, F7NN2H04FP84, F7NN2H0KFP84, F7NN2H0NFP84, F7NN2H0PFP84, F7NN2H0RFP84, F7NN2H14FP84, F7NN2H1QFP84, F7NN2H29FP84, F7NN2H3MFP84, F7NN2H43FP84, F7NN2H4EFP84, F7NN2H4PFP84, F7NN2H5FFP84, F7NN2H5GFP84, F7NN2H5NFP84, F7NN2H5SFP84, F7NN2H6BFP84, F7NN2H6MFP84, F7NN2H7NFP84, F7NN2H7QFP84, F7NN2H8SFP84, F7NN2H9JFP84, F7NN2HAGFP84, F7NN2HDNFP84, F7NN2HDZFP84, F7NN2HEGFP84, F7NN2HEYFP84, F7NN2HF9FP84, F7NN2HHCFP84, F7NN2HL3FP84, F7NN2HM6FP84, F7NN2HMFFP84, F7NN2HVZFP84, F7NN2HW7FP84, F7NN2HWEFP84, F7NN2HWFFP84, F7NN2HWRFP84, F7NN2HWYFP84, F7NN2HXCFP84, F7NN2HXGFP84, F7NN2HXHFP84, F7NN2HXQFP84, F7NN2HXTFP84, F7NN2HXZFP84, F7NN2HYLFP84, F7NN2HYSFP84, F7NN2HYTFP84, F7NN2HYVFP84, F7NN2HYXFP84, F7NN2HYZFP84, F7NN2HZBFP84,				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	07/08/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

552

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 194,263.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
7	64377	4288406287

Invoice Date	Amount Due
07/11/14	194,263.20

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1500006	1002749811	4288406287	07/11/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F7NN2HZLFP84, F7NN2HZVFP84, F7NN2J0HFP84, F7NN2J0NFP84, F7NN2J0YFP84, F7NN2J0ZFP84, F7NN2J14FP84, F7NN2J15FP84, F7NN2J18FP84, F7NN2J1JFP84, F7NN2J1LFP84, F7NN2J1PFP84, F7NN2J1WFP84, F7NN2J1ZFP84, F7NN2J29FP84, F7NN2J2BFP84, F7NN2J2PFP84, F7NN2J31FP84, F7NN2J3MFP84, F7NN2J3TFP84, F7NN2J3VFP84, F7NN2J4AFP84, F7NN2J4WFP84, F7NN2J5PFP84, F7NN2J5QFP84, F7NN2J6JFP84, F7NN2J7VFP84, F7NN2J89FP84, F7NN2J95FP84, F7NN2J9PFP84, F7NN2J9VFP84, F7NN2JA1FP84, F7NN2JA3FP84, F7NN2JDBFP84, F7NN2JE7FP84, F7NN2JFKFP84, F7NN2JG7FP84, F7NN2JJQFP84, F7NN2JK1FP84, F7NN2JKCFP84, F7NN2JR2FP84, F7PN1FN3FP84, F7PN1G86FP84, F7PN1GJ7FP84, F7PN1LYLFP84, F7PN1LZLFP84, F7PN1M17FP84, F7PN1M1JFP84, F7PN1M2XFP84, F7PN1M7WFP84, F7PN1M82FP84, F7PN1MC5FP84, F7PN1MFZFP84, F7PN1MGEFP84, F7PN1MHKFP84, F7PN1MJLFP84, F7PN1MK1FP84, F7PN1MKAFP84, F7PN1MKSFP84, F7PN1MNAFP84, F7PN1MP9FP84, F7PN1MQ0FP84, F7PN1MQSFP84, F7PN1MRDFP84, F7PN1MRNFP84, F7PN1MUBFP84, F7PN1N1MFP84, F7PN1N2QFP84, F7PN1N54FP84, F7PN1N5AFP84, F7PN1N81FP84, F7PN1N8ZFP84, F7PN1N9UFP84, F7PN1ND4FP84, F7PN1NFJFP84, F7PN1NHGFP84, F7PN1NJXFP84, F7PN1NKCFP84, F7PN1NKHFP84, F7PN1NLJFP84, F7PN1NNQFP84				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	07/08/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:

Special Instructions:

553

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 194,263.20

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
8	64377	4288406287

Invoice Date	Amount Due
07/11/14	194,263.20

SOLD TO
PORTERVILLE PUBLIC SCHL
ACCOUNTS PAYABLE
600 WEST GRAND
PORTERVILLE CA 93257-2029

SHIP TO
Porterville Schools
534 N E ST
PORTERVILLE CA 93257-2250
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
64377	1500006	1002749811	4288406287	07/11/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		)				
		Recycle Fees		480	3.00	1,440.00
003	S5193LL/A	3-YR APPLECARE+ FOR IPAD - ED	480	480		
		Web Order Number: 1002749811				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	07/08/14	07/11/14	DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Subtotal	182,880.00
Tax	11,383.20
Shipping Charges	
TOTAL	USD 194,263.20

Apple Inc.

554

PO #	STATUS	CREATION DATE	VENDOR	ENCUMBRANCE
296997	FINALLY CLOSED	11-Feb-2014	AREY JONES EDUCATIONAL SOLUTIONS	$311,380.40
296998	FINALLY CLOSED	11-Feb-2014	APPLE, INC	$128,888.00
296999	FINALLY CLOSED	11-Feb-2014	AT&T DATACOMM, INC. dba AT&T DATACOMM	$126,826.02
297371	FINALLY CLOSED	24-Feb-2014	APPLE, INC	$242,119.00
297373	FINALLY CLOSED	24-Feb-2014	AREY JONES EDUCATIONAL SOLUTIONS	$1,338,132.00
297427	FINALLY CLOSED	25-Feb-2014	SOLUTIONS4SURE.COM, INC. dba TECH DEPOT	$56,364.48
297454	FINALLY CLOSED	25-Feb-2014	AREY JONES EDUCATIONAL SOLUTIONS	$269,771.00
297455	FINALLY CLOSED	25-Feb-2014	CDW GOVERNMENT INC	$20,873.00
297456	FINALLY CLOSED	25-Feb-2014	NEXUS IS, INC.	$129,308.39
297468	FINALLY CLOSED	26-Feb-2014	COSOGO LLC dba UZIBULL	$31,360.00
298010	FINALLY CLOSED	13-Mar-2014	ABF BUSINESS PRINTING, INC dba ALLFORMS PRINTING AND SYSTEMS	$770.33
298172	FINALLY CLOSED	18-Mar-2014	DELL MARKETING L.P.	$232,687.50
298361	FINALLY CLOSED	21-Mar-2014	APPLE, INC	$1,103.00
298372	FINALLY CLOSED	24-Mar-2014	ULINE SHIPPING SUPPLIES	$278.00
298478	FINALLY CLOSED	26-Mar-2014	APPLE, INC	$1,973.75
298498	FINALLY CLOSED	26-Mar-2014	CDW GOVERNMENT INC	$31,679.26
298593	FINALLY CLOSED	31-Mar-2014	DELL MARKETING L.P.	$291.00
298597	FINALLY CLOSED	31-Mar-2014	GOVCONNECTION	$78,000.00
298606	FINALLY CLOSED	31-Mar-2014	AIRWATCH, LLC.	$3,500.00
298688	FINALLY CLOSED	02-Apr-2014	APPLE, INC	$5,047.00
299040	FINALLY CLOSED	16-Apr-2014	CDW GOVERNMENT INC	$7,655.28
299056	FINALLY CLOSED	17-Apr-2014	AREY JONES EDUCATIONAL SOLUTIONS	$2,273.00
299091	FINALLY CLOSED	18-Apr-2014	APPLE, INC	$2,062.00
299373	FINALLY CLOSED	28-Apr-2014	VIRCO INC	$1,608.42
299586	FINALLY CLOSED	01-May-2014	GRAYBAR	$1,701.36
301031	FINALLY CLOSED	04-Jun-2014	AREY JONES EDUCATIONAL SOLUTIONS	$15,486.00
301264	FINALLY CLOSED	10-Jun-2014	AREY JONES EDUCATIONAL SOLUTIONS	$50.90
301504	FINALLY CLOSED	18-Jun-2014	GRAYBAR	$1,701.36
301647	FINALLY CLOSED	27-Jun-2014	AKINS IT, INC.	$43,587.84
Grand Total				**$3,086,478.29**

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

296999

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
11-FEB-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	2294.44	EACH	ADAMS- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,294.44
2	6945.3	EACH	CARR- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$6,945.30
3	2188.74	EACH	CENTURY- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,188.74
4	2797.21	EACH	ESQUEDA- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,797.21
5	3107.15	EACH	GREENVILLE- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$3,107.15
6	1744.45	EACH	GRISET- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,744.45
7	1915.16	EACH	HEROES- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,915.16
8	1302.05	EACH	HOOVER- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,302.05
9	1302.05	EACH	JEFFERSON- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,302.05
10	1911.54	EACH	KENNEDY- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,911.54
11	3799.24	EACH	MENDEZ- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$3,799.24

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

296999

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

12	1753.92	EACH	MIDDLE COLLEGE- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,753.92
13	1542.05	EACH	MONROE- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,542.05
14	1911.54	EACH	MONTE VISTA- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,911.54
15	1915.16	EACH	MUIR- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,915.16
16	1911.54	EACH	ROOSEVELT- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,911.54
17	3675.64	EACH	SANTIAGO- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$3,675.64
18	7123.25	EACH	SIERRA - INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$7,123.25
19	2194.45	EACH	SPURGEON- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,194.45
20	2194.45	EACH	TAFT- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,194.45
21	1915.16	EACH	COMMUNITY DAY- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$1,915.16
22		DOLLAR	INSTALLATION LABOR FOR ALL SITES	1.00	$82,531.43

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$137,975.92
017405-0-1110-1000-4400-210	$0.00	**Tax**	$4,435.54

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

296999

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

		Total	$142,411.46

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

297371-4

Page 1 Of 2

SHIP TO: SEE DELIVERY DETAILS BELOW
Santa Ana,CA 92701

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
24-FEB-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	40	EACH	APPLE ITEM # BJ706LL/A IPAD AIR 16GB SPAGE GRAY 10 PACK	4790.00	$191,600.00
2		DOLLAR	EWASTE FEE	1.00	$1,200.00
3	10	EACH	APPLE ITEM # MD101LL/A MAC BOOK PRO 13.3	929.00	$9,290.00
4		DOLLAR	EWASTE FEE	1.00	$30.00
5	10	EACH	APPLE ITEM # HB716LL/A BRETFORD POWERSYNC CART	2799.95	$27,999.50
6	10	EACH	APPLE ITEM # HB717LL/A BRETFORD POWERSYNC TRAY **ITEMS ARE TO BE SHIPPED TO:** **Arey Jones** **ATT: SAUSD SBAC PROJECT** **520 S. Mateo St.** **Los Angeles, CA 90013** **(213)-229-8952**	1199.95	$11,999.50

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$242,119.00
017405-0-1110-1000-4400-210	$257,362.85	**Tax**	$19,271.12
		Total	$261,390.12

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

297371-4

SHIP TO: SEE DELIVERY DETAILS BELOW
Santa Ana,CA 92701

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num: 104683

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

(hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

297373-4

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
24-FEB-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1760	EACH	HP ProBook 430 G1 CTH14-155	697.00	$1,226,720.00
2		DOLLAR	E-WASTE FEE (1760) LAPTOPS	1.00	$5,280.00
3		DOLLAR	INTEGRATION FEE	1.00	$17,424.00
4	44	EACH	Bretford Mobile Cart , Part # NETBOOK42-CT	1857.00	$81,708.00
5	10	EACH	HP ProBook 430 G1 CTH14-155 (SHELF SPARE UNITS)	697.00	$6,970.00
6		DOLLAR	E-WASTE FEE (10) SPARE UNITS	1.00	$30.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$1,338,132.00
017405-0-1110-1000-4400-210	$1,443,363.84	**Tax**	$105,231.84
		Total	$1,443,363.84

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

297427-6

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: SOLUTIONS4SURE.COM, INC. dba TECH DEPOT
P.O. BOX 416444
BOSTON,MA 02241-6444
Supplier Num:112565

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
25-FEB-14		Destination	30 Net		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	450	EACH	LOGITECH LIGHTNING WIRED KEYBOARD FOR IPAD Supplier Part No: K8790780	49.99	$22,495.50
3	13879	EACH	MAXELL EB95 EARBUD HEAD PHONES Supplier Part No: K7543707	1.32	$18,320.28
4	2100	EACH	LOGITECH B100 USB MOUSE Supplier Part No: K7813125	6.69	$14,049.00
5	30	EACH	BELKIN 30PIN WIRED IPAD KEYBOARD Supplier Part No: S8913943	49.99	$1,499.70

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$56,364.48
017405-0-1110-1000-4400-210	$58,387.20	**Tax**	$4,509.16
		Total	$60,873.64

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

297454-9

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
25-FEB-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
3		DOLLAR	INTEGRATION FEE (720) UNITS	1.00	$12,600.00
4	18	EACH	Bretford Mobile Cart , Part # NETBOOK42-CT	1857.00	$33,426.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$46,026.00
017405-0-1110-1000-4400-210	$48,700.08	**Tax**	$2,674.08
		Total	$48,700.08

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

297455-4

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: CDW GOVERNMENT INC
75 REMITTANCE DR SUITE 1515
CHICAGO,IL 60675 1515
Supplier Num:104806

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
25-FEB-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
2	1200	EACH	Logitech B100 Optical USB Mouse Supplier Part No: 2086051	7.19	$8,628.00
3	600	EACH	Logitech Keyboard K120 - USB Supplier Part No: 2087745	10.81	$6,486.00
4	100	EACH	Logitech corded keyboard for ipad - Lightning	57.59	$5,759.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$20,873.00
017405-0-1110-1000-4400-210	$22,542.84	**Tax**	$1,669.84
		Total	$22,542.84

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

297456

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: NEXUS IS, INC.
27202 WEST TURNBERRY LANE, SUITE 100
VALENCIA,CA 91355
Supplier Num:118321

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
25-FEB-14		Destination	30 Net		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	2958.33	EACH	FRANKLIN- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,958.33
2	2958.33	EACH	FREMONT- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,958.33
3	2018.83	EACH	GARFIELD- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,018.83
4	2958.33	EACH	JACKSON- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,958.33
5	2958.33	EACH	KING- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,958.33
6	2819.71	EACH	LATHROP- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,819.71
7	12894.04	EACH	MACARTHUR- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$12,894.04
8	13868.58	EACH	MCFADDEN- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$13,868.58
9	2958.33	EACH	ROMERO CRUZ- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,958.33
10	2018.83	EACH	SEGERSTROM- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,018.83
11	2958.33	EACH	SEPULVEDA- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,958.33

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

297456

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: NEXUS IS, INC.
27202 WEST TURNBERRY LANE, SUITE 100
VALENCIA,CA 91355
Supplier Num:118321

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

12	6420.49	EACH	THORPE- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$6,420.49
13	2958.33	EACH	WILLARD- INDOOR WIRELESS ACCESS POINTS AND LICENSES PER PROPOSAL	1.00	$2,958.33
14		DOLLAR	PROJECT MANAGEMENT FEES AND PROFESSIONAL SERVICES AND LABOR	1.00	$88,328.41

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$149,077.20
017405-0-1110-1000-4400-210	$100,254.37	**Tax**	$4,859.94
		Total	$153,937.14

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

297468

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: COSOGO LLC dba UZIBULL
20 ALTINO
NEWPORT COAST,CA 92657
Supplier Num:120170

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
26-FEB-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	640	EACH	ShockWave iPad Air COLOR BLACK	49.00	$31,360.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$33,868.80	**Sub-Total**	$31,360.00
		Tax	$2,508.80
		Total	$33,868.80

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

298010-1

Page 1 Of 1

SHIP TO: SEE DELIVERY DETAILS BELOW
Santa Ana,CA 92701

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: ABF BUSINESS PRINTING, INC dba ALLFORMS PRINTING AND SYSTEMS
4000 BARRANCA PKWY SUITE 250
IRVINE,CA 92604
Supplier Num:103109

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
13-MAR-14	13-MAR-14	Destination	Immediate		D Torres

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	5	ROLL	PROPERTY/ASSET BARCODE LABELS .72 X 2 WHITE THERMAL VINYL BLACK INK, CONSECUTIVE BARCODE NUMBER/ROLLS OF 1,000 EA. NUMBERING TO START 105,001 TO 110,000 **03/14/14 PRICE PER CLARINDA** **PHN 949/278-0567** **FAX 949/786-1408** **RUSH ORDER PLEASE CONFIRM DELIVERY DATE TO:** **JONATHAN.GEISZLER@SAUSD.US** ****SHIP TO**** **SANTA ANA UNIFIED SCHOOL DISTRICT** **ATTN: JON GEISZLER / PURCHASING DEPT.** **1601 E. CHESTNUT AVE.** **SANTA ANA, CA 92701**	135.60	$678.00
2		DOLLAR	ESTIMATED SHIPPING CHARGE	1.00	$33.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$711.00
017405-0-1110-1000-4400-210	$767.88	**Tax**	$56.88
		Total	$767.88

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

298172

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: DELL MARKETING L.P.
PO BOX 910916
PASADENA,CA 91110-0916
Supplier Num:104131
c/o DELL USA L.P.

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
18-MAR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	730	EACH	DELL CHROME BOOK 11 (210-ACDU) PER PROPOSAL # 678051653	288.00	$210,240.00
2		DOLLAR	E-WASTE FEE	1.00	$2,190.00
3	730	EACH	GOOGLE CHROME OS MANAGEMENT CONSILE LICENSES **SHIP PRODUCT TO:** **SANTA ANA USD SBAC PROJECT** **C/O Arey Jones** **520 S. Mateo St.** **Los Angeles, CA 90013** **(213)-229-8952** **DELIVERY REQUIRED BY 3/30/14**	27.75	$20,257.50

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$249,506.70	**Sub-Total**	$232,687.50
		Tax	$16,819.20
		Total	$249,506.70

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

298361

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
21-MAR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	APPLE ITEM # ME699LL/A iMac 21.5-inch: 3.3GHz Dual-core Intel Core i3 (Education only model)	1099.00	$1,099.00
2		DOLLAR	E-WASTE FEE	1.00	$4.00

SCHOOL/DEPARTMENT: Chavez, Robert A. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$1,103.00
017405-0-1110-1000-4400-210	$1,186.92	**Tax**	$87.92
		Total	$1,190.92

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

298372

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: ULINE SHIPPING SUPPLIES
2950 JURUPA STREET, STE A
ONTARIO,CA 91761-2936
Supplier Num:104999

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
24-MAR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	200	EACH	S-4183 18 x 14 x 12" Corrugated Boxes 20/bundle	1.19	$238.00
2		DOLLAR	SHIPPING	1.00	$40.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$278.00
017405-0-1110-1000-4400-210	$296.95	**Tax**	$19.04
		Total	$297.04

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

298478

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
26-MAR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	25	EACH	APPLE ITEM # MB110LL/B Apple Keyboard with numeric keypad - US	49.00	$1,225.00
2	25	EACH	APPLE ITEM # TW463LL/A Moshi ClearGuard FS Keyboard Protector for Apple Keyboard with Numeric Keypad	29.95	$748.75

SCHOOL/DEPARTMENT: Stetler, Teresa Lillian -Adams Elementary

Account Number	Encumbrance		
		Sub-Total	$1,973.75
017405-0-1110-1000-4400-210	$2,131.65	**Tax**	$157.90
		Total	$2,131.65

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

298593

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: DELL MARKETING L.P.
PO BOX 910916
PASADENA,CA 91110-0916
Supplier Num:104131
c/o DELL USA L P.

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
31-MAR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	DELL 11.3" CHRME BOOK DEMO PER QUOTE # 675009894	288.00	$288.00
2		DOLLAR	E-WASTE FEE	1.00	$3.00

SCHOOL/DEPARTMENT: Chavez, Robert A. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$291.00
017405-0-1110-1000-4400-210	$314.04	Tax	$23.04
		Total	$314.04

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

298597

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: GOVCONNECTION
706 MILFORD RD
MERRIMACK,NH 03054
Supplier Num:100153

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
31-MAR-14	27-MAR-14	Destination	30 Net	158181	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	5000	EACH	GOV CONNECTION - PART #MDM-MF-SD-EDU, AIRWATCH MDM, MAM, MEM ANNUAL MAINTENANCE AND SUPPORT FEE FOR EDUCATION	3.10	$15,500.00
2	5000	EACH	GOV CONNECTION - PART #MDM-PL-SD-EDU,AIRWATCH PERPETUAL LICENSE - MDM, MAM, MEM FOR EDUCATION	12.50	$62,500.00

SCHOOL/DEPARTMENT: Dawson, Karen E -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$78,000.00
017405-0-1110-1000-4400-210	$78,000.00	**Tax**	$0.00
		Total	$78,000.00

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

298606

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AIRWATCH, LLC.
1155 PERIMETER CENTER WEST, SUITE 100
ATLANTA,GA 30338
Supplier Num:121186

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
31-MAR-14	01-APR-14	Destination	Immediate	158427	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1		DOLLAR	AIRWATCH - #PS-BMS-OP-SP, AIRWATCH BLUE MANAGEMENTSUITE ON PREMISES DEPLOYMENT OFFERING	1.00	$3,500.00

SCHOOL/DEPARTMENT: Dawson, Karen E -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$3,500.00
017405-0-1110-1000-4400-210	$3,500.00	**Tax**	$0.00
		Total	$3,500.00

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

298688

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
02-APR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	55	EACH	APPLE ITEM # MB110LL/B APPLE KEYBOARD WITH NUMERIC PAD - US	49.00	$2,695.00
2	48	EACH	APPLE ITEM # MB112LL/B APPLE MOUSE	49.00	$2,352.00

SCHOOL/DEPARTMENT: Skelly, William Thomas -Heninger Elementary

Account Number	Encumbrance		
		Sub-Total	$5,047.00
017405-0-1110-1000-4400-210	$5,450.76	**Tax**	$403.76
		Total	$5,450.76

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

299040

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: CDW GOVERNMENT INC
75 REMITTANCE DR SUITE 1515
CHICAGO,IL 60675 1515
Supplier Num:104806

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
16-APR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	2004	EACH	MAXELL WIRED STEREO EARBUDS Supplier Part No: 1361968	3.82	$7,655.28

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$8,267.70	**Sub-Total**	$7,655.28
		Tax	$612.42
		Total	$8,267.70

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

299056

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
17-APR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	40	EACH	KEYBOARD FOR HP 6550B LAPTOP	50.90	$2,036.00
2		DOLLAR	INSTALLATION	1.00	$237.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$2,273.00
017405-0-1110-1000-4400-210	$2,435.88	**Tax**	$162.88
		Total	$2,435.88

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

299091

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
18-APR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	MacBook Pro 13-inch with Retina Display Supplier Part No: Z0QC	2059.00	$2,059.00
2		DOLLAR	E-WASTE FEE	1.00	$3.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$2,062.00
017405-0-1110-1000-4400-210	$2,226.72	**Tax**	$164.72
		Total	$2,226.72

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

299373

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: VIRCO INC
2027 HARPERS WAY
TORRANCE,CA 90501
Supplier Num:101908

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
28-APR-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	66	EACH	VIRCO INC. # 2016 **Chair, 2000 Series, 4-Leg, Stackable, 16" Seat Height, Plastic Seat, Steel Frame, Steel Swivel Glides. - Soft Plastic=Navy Frame=Chrome)** **DELIVER TO:** **Jim Thorpe Fundamental Elementary School** **Attn: Nylda Anaya** **2450 W. Alton Ave.** **Santa Ana, CA 92704** **Phone: 714-430-5800**	24.37	$1,608.42

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Thorpe Fundamental

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$1,737.09	**Sub-Total**	$1,608.42
		Tax	$128.67
		Total	$1,737.09

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

299586

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: GRAYBAR
383 S CHERYL LN
CITY OF INDUSTRY,CA 91789
Supplier Num:102788

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
01-MAY-14	30-APR-14	Destination	Immediate	159895	D Torres

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	6000	EACH	Cat-6 cable plenum 6P4P24-BL-P-BER-AP-NS quote # 220068751 **4/23/14 PRICE PER QUOTE #220068751** **PHN 909/451-4300** **FAX 909/451-4699** **E-MAIL: CYNTHIA.BROWN@GRAYBAR.COM**	0.28	$1,701.36

SCHOOL/DEPARTMENT: Carrillo, Isagani Navarro -Fairview

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$1,837.47	**Sub-Total**	$1,701.36
		Tax	$136.11
		Total	$1,837.47

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

301031

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
04-JUN-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1		DOLLAR	SBAC TESTING PROJECT APPLE PRODUCT TESTING AND SETUP	1.00	$15,486.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$15,486.00
017405-0-1110-1000-4400-210	$0.00	**Tax**	$0.00
		Total	$15,486.00

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

301264

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
10-JUN-14	12-MAY-14	Destination	Immediate	161171	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	60	EACH	613386-001 SPS-KEYBOARDS TP W/NUM KEYPAD 15	50.90	$3,054.00

SCHOOL/DEPARTMENT: Mancilla, Kim Renee -Not Specified

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$0.00	**Sub-Total**	$3,054.00
017090-0-1110-1000-4300-080	$0.00	**Tax**	$244.32
		Total	$3,298.32

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

301504

Page 1 Of 1

SHIP TO: 750C N Fairview St.
Shop Stores Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: GRAYBAR
383 S CHERYL LN
CITY OF INDUSTRY,CA 91789
Supplier Num:102788

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
18-JUN-14	18-JUN-14	Destination	Immediate		D Torres

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	6000	EACH	Cat-6 cable plenum 6P4P24-BL-P-BER-AP-NS quote # 220068751 **5/02/14 CONFIRMED PER INVOICE 3972292605** **PHN 909/451-4300** **FAX 909/451-4699** ****CONFIRMATION ONLY**** **E-MAIL: CYNTHIA.BROWN@GRAYBAR.COM**	0.28	$1,701.36

SCHOOL/DEPARTMENT: Carrillo, Isagani Navarro -Fairview

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$1,837.47	**Sub-Total**	$1,701.36
		Tax	$136.11
		Total	$1,837.47

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

301647

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AKINS IT, INC.
20321 IRVINE AVENUE, SUITE F3
NEWPORT BEACH,CA 92660
Supplier Num:121378

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
27-JUN-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	43587.84	EACH	GREENVILLE - AREOHIVE ACCESSPOINT UPGRADES PER QUOTATION # AAAQ2952 **ORDER INCLUDES** **AP-230** **32: AH-AP-230-AC-FCC** **AP230, indoor plenum rated, 2 radio 3x3:3 802.11a/b/g/n/ac, 2 10/100/1000, USB, FCC regulatory domain, without power supply** **16: AH-AP-230-AC-FCC Free AP230, indoor plenum rated, 2 radio 3x3:3 802.11a/b/g/n/ac, 2 10/100/1000, USB, FCC regulatory domain, without power supply** **48: AH-HMOL-EDU-8x5-1YR- AC-230 HiveManager Online Express or Enterprise for one 802.11ac AP230 for one year, includes 8x5 phone support, software subscription, and customer portal access. For EDU customers only** **AP-170 (Outdoor Unit)** **4: AH-AP-170-N-FCC AP170, outdoor rated, 2 radio 2x2 802.11a/b/g/n, 10/100/1000, FCC regulatory domain, without power supply** **4: AH-ACC-INJ-30W-US 30W POE power injector with US power cord for AP300 series** **4: AH-ACC-170-ANT-KIT AP170 outdoor antenna kit (2x2.4Ghz 5dBi and 2x5Ghz 7dBi)** **4: AH-HMOL-EDU-8x5-1YR- 170 HiveManager Online Express or Enterprise for one AP170 for three (1) years, includes 8x5 Phone support, software subscription,and customer portal access for EDU customers only**	1.00	$43,587.84

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

301647

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AKINS IT, INC.
20321 IRVINE AVENUE, SUITE F3
NEWPORT BEACH,CA 92660
Supplier Num:121378

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

			Services **1: AH-S-PS-1DAY One day of FREE professional services engineering** **1: Shipping Free Ground Shipping** **1: SALES TAX**		

SCHOOL/DEPARTMENT: Chavez, Robert A. -Sausd District Office

Account Number	**Encumbrance**		
017405-0-1110-1000-4400-210	$43,587.84	**Sub-Total**	$43,587.84
		Tax	$0.00
		Total	$43,587.84

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

296998-3

Page 1 Of 1

SHIP TO: SEE DELIVERY DETAILS BELOW
Santa Ana,CA 92701

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
11-FEB-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	4	EACH	APPLE ITEM # MD101LL/A MacBook Pro 13-inch: 2.5GHz Dual-core Intel Core i5	929.00	$3,716.00
2		DOLLAR	EWASTE FEE (4) MACBOOKS	1.00	$12.00
3	120	EACH	APPLE ITEM # ME699LL/A iMac 21.5-inch: 3.3GHz Dual-core Intel Core i3 (Education only model)	1039.00	$124,680.00
4		DOLLAR	EWASTE FEE (120) IMAC'S **ITEMS ARE TO BE SHIPPED TO:** **Arey Jones** **ATT: SAUSD SBAC PROJECT** **520 S. Mateo St.** **Los Angeles, CA 90013** **(213)-229-8952**	1.00	$480.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$139,159.68	**Sub-Total**	$128,888.00
		Tax	$10,271.68
		Total	$139,159.68

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Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

296997-1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
11-FEB-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	440	EACH	ITEM 1. DESKTOP COMPUTER SYSTEM (Small Form Factor) HP ProDesk 600 G1 Small Form Factor Desktop PC CTH14-2000 NO MONITOR	510.00	$224,400.00
2	91	EACH	ITEM 1. DESKTOP COMPUTER SYSTEM (Small Form Factor) HP ProDesk 600 G1 Small Form Factor Desktop PC CTH14-2000	651.90	$59,322.90
3		DOLLAR	EWASTE FEE (91) PC'S	1.00	$364.00
4	35	EACH	ITEM 4. LAPTOP COMPUTER SYSTEM - STANDARD MODEL HP ProBook 650 G1 Notebook PC CTH14-2003	731.00	$25,585.00
5		DOLLAR	EWASTE FEE (35) LAPTOPS	1.00	$140.00
6	10	EACH	ITEM 7. COMPUTER PERIPHERALS AND RELATED ITEMS B. 20" Flat Panel Monitor Wide Screen Quotation No. CTH11-2007 Model Name: HP LE2002x 20-In Monitor Model No. LL763AA	148.85	$1,488.50
7		DOLLAR	EWASTE FEE (10) MONITORS	1.00	$80.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$311,380.40
017405-0-1110-1000-4400-210	$336,204.11	**Tax**	$24,863.71
		Total	$336,244.11

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting

Authorized Signature

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

296997-1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
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State of California
Office of Administrative Law

In re:
Board of Education

Regulatory Action:

Title 5, California Code of Regulations

Adopt sections:
Amend sections: **850, 851, 852, 853, 853.5, 855, 857, 858, 859, 861, 862, 862.5, 863, 864**
Repeal sections: **854, 864.5, 865, 866, 867, 867.5, 868**

NOTICE OF APPROVAL OF EMERGENCY REGULATORY ACTION

Government Code Sections 11346.1 and 11349.6

OAL File No. 2014-0124-04 E

This emergency rulemaking by the State Board of Education amends and repeals sections of Title 5 of the California Code of Regulations commencing with section 850 and ending with section 868. Education Code section 60640, as established by AB 484, effective January 1, 2014, deletes provisions that established the Standardized Testing and Reporting Program and establishes California Assessment of Student Performance and Progress.

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code.

This emergency regulatory action is effective on 2/3/2014 and will expire on 8/5/2014. The Certificate of Compliance for this action is due no later than 8/4/2014.

Date: 2/3/2014

Beverly J. Johnson
Deputy Director

For: DEBRA M. CORNEZ
Director

Original: Susan Burr
Copy: Hillary Wirick

ATE OF CALIFORNIA--OFFICE OF ADMINISTRATIVE LAW

EMERGENCY

IOTICE PUBLICATION/REGULATIONS SUBMISSION (See instructions on reverse)

For use by Secretary of State only

D. 400 (REV. 01-2013)

OAL FILE NUMBERS	NOTICE FILE NUMBER	REGULATORY ACTION NUMBER	EMERGENCY NUMBER
	Z-2014-0117-03		2014-0124-04E

ENDORSED FILED IN THE OFFICE OF

2014 FEB -3 PM 3:47

Debra Bowen

DEBRA BOWEN SECRETARY OF STATE

For use by Office of Administrative Law (OAL) only

2014 JAN 24 PM 4:13

OFFICE OF ADMINISTRATIVE LAW

NOTICE

REGULATIONS

ENCY WITH RULEMAKING AUTHORITY: :ate Board of Education

AGENCY FILE NUMBER (if any)

PUBLICATION OF NOTICE (Complete for publication in Notice Register)

UBJECT OF NOTICE	TITLE(S)	FIRST SECTION AFFECTED	2. REQUESTED PUBLICATION DATE

OTICE TYPE	4. AGENCY CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER (Optional)
Notice re Proposed Regulatory Action ☐ Other			

AL USE ONLY	ACTION ON PROPOSED NOTICE	NOTICE REGISTER NUMBER	PUBLICATION DATE
	☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/ Withdrawn		

SUBMISSION OF REGULATIONS (Complete when submitting regulations)

SUBJECT OF REGULATION(S): Assessment of Student Performance and Progress

1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)

ECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)

ECTION(S) AFFECTED .ist all section number(s) individually. Attach litional sheet if needed.)

(S)

ADOPT

AMEND: 850, 851, 852, 853, 853.5, 855, 857, 858, 859, 861, 862, 862.5, 863, 864

REPEAL: 854, 864.5, 865, 866, 867, 867.5, 868

E OF FILING

Regular Rulemaking (Gov. Code §11346)

Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)

Emergency (Gov. Code, §11346.1(b))

☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.

☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)

☐ Emergency Readopt (Gov. Code, §11346.1(h))

☐ File & Print

☐ Other (Specify)

☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)

☐ Print Only

BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

CTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)

ffective January 1, April 1, July 1, or ctober 1 (Gov. Code §11343.4(a))

☒ Effective on filing with Secretary of State

☐ §100 Changes Without Regulatory Effect

☐ Effective other (Specify)

CK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

epartment of Finance (Form STD. 399) (SAM §6660)

☐ Fair Political Practices Commission

☐ State Fire Marshal

ther (Specify)

TACT PERSON	TELEPHONE NUMBER	FAX NUMBER (Optional)	E-MAIL ADDRESS (Optional)
y Wirick, Regulations Analyst	(916) 319-0644	(916) 319-0155	hwirick@cde.ca.gov

I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

URE OF AGENCY HEAD OR DESIGNEE: Brian Holloway

DATE: 1/9/14

NAME AND TITLE OF SIGNATORY: lisson Holloway, General Counsel

For use by Office of Administrative Law (OAL) only

ENDORSED APPROVED

FEB 03 2014

Office of Administrative Law

- The State Board of Education has illustrated changes to the original text in the following manner: text originally proposed to be added is underlined; text proposed to be deleted is displayed in ~~strikeout~~.

Title 5. EDUCATION

Division 1. California Department of Education

Chapter 2. Pupils

Subchapter 3.75. ~~Standardized Testing and Reporting Program~~ California Assessment of Student Performance and Progress (CAASPP)

Article 1. General

§ 850. Definitions.

~~For the purposes of the Standardized Testing and Reporting (STAR) Program, the following terms shall have the following meanings unless the context indicates otherwise:~~

~~(a) "Accommodations" means any variation in the assessment environment or process that does not fundamentally alter what the test measures or affect the comparability of scores.~~

~~(b) "Administration period" means one of multiple test administration periods used by school districts with schools or programs on non-traditional calendars that begin and complete the school year at various times and have staggered vacation periods to ensure that all pupils are tested at approximately the same point in the instructional year.~~

~~(c) "Alternate assessment" means an assessment as provided in Education Code section 60640(e) and its test materials developed to measure the degree to which pupils with exceptional needs who are unable to take the California Standards Tests (CSTs) even with accommodations or modifications are achieving the state content standards. The alternate assessments for the STAR Program are the California Alternate Performance Assessment and the California Modified Assessment (CMA). The student shall not be allowed to take both the California Alternate Performance Assessment (CAPA) and the California Modified Assessment (CMA). Students shall take CAPA in all subject areas, CSTs in all subject areas, CMA in all subject areas, or a combination of CSTs and CMA in the subject areas being assessed.~~

~~(d) "Alternate performance assessment" means an alternate assessment as~~

~~provided in Education Code section 60640(e) and its test materials for pupils with significant cognitive disabilities. The alternate performance assessment for the STAR Program is the California Alternate Performance Assessment.~~

~~(e) "California Alternate Performance Assessment (CAPA)" is the alternate assessment as provided in Education Code section 60640(e) and its test materials for pupils with significant cognitive disabilities.~~

~~(f) "California Modified Assessment (CMA)" is the alternate assessment based on modified achievement standards as provided in Education Code section 60640(e) and its test materials.~~

~~(g) "California Standards Tests (CSTs)" means an assessment as provided in Education Code section 60642.5 and its test materials that measures the degree to which pupils are achieving the state content standards.~~

~~(h) "CDE" means the California Department of Education.~~

~~(i) "Eligible pupil" is any pupil who is not otherwise exempted pursuant to Education Code section 60615.~~

~~(1) For the primary language test, an eligible pupil is an English learner in grades 2 to 11, inclusive, with a primary language for which a test is required or optional pursuant to Education Code section 60640.~~

~~(2) For the California Alternate Performance Assessment, an eligible pupil is any pupil in grades 2 to 11, inclusive, who has an individualized education program (IEP) that designates the use of the alternate performance assessment and is unable to take the CSTs even with accommodations or modifications.~~

~~(3) For the CMA, an eligible pupil is any pupil in grades 3 to 11, inclusive, who has an IEP, meets the State Board of Education (SBE) adopted eligibility criteria described in paragraphs (A) through (E) below, and whose IEP designates the use of the modified assessment in one or more content areas. The SBE-adopted eligibility criteria for guiding IEP teams in making decisions about which students with disabilities may participate in the CMA are based, in part, on Title 34 of the Code of Federal Regulations, Part 200, Title 1, Improving the Academic Achievement of the Disadvantaged. Those criteria are as follows:~~

~~(A) Previous Participation.~~

~~1. CSTs. The student shall have taken the CST in a previous year and scored~~

~~Below Basic or Far Below Basic in the subject area being assessed by the CMA and may have taken the CSTs with modifications; or~~

~~2. CAPA. The student shall have taken the CAPA Level II-V in two previous years and received a performance level of either Proficient or Advanced. The student shall not be allowed to take both the CAPA and CMA.~~

~~(B) Progress Based on Multiple Measures and Objective Evidence. The student's disability has precluded the student from achieving grade-level proficiency, as demonstrated by such objective evidence as the student's performance on the CSTs and other assessments that can validly document academic achievement within the year covered by the student's IEP plan. The determination of the student's progress must be based on multiple measurements, over a period of time, that are valid for the subjects being assessed. The student will not receive a proficient score on the CSTs (even with provision of accommodations) based on evidence from multiple, valid, and objective measures of student progress (or lack of progress).~~

~~(C) Response to Appropriate Instruction.~~

~~1. The student's progress to date in response to appropriate grade-level instruction, including special education and related services designed to address the student's individual needs, is such that, even if significant growth occurs, the IEP team is reasonably certain that the student will not achieve grade-level proficiency within the year covered by the student's IEP plan.~~

~~2. The student who is assessed with the CMA has access to the curriculum, including instruction and materials for the grade in which the student is enrolled.~~

~~3. The student's IEP includes grade-level California content standards-based goals and support in the classroom for a subject or subjects assessed by the CMA.~~

~~4. The student has received special education and related services to support access to and progress in the general curriculum in which the student is enrolled.~~

~~5. The IEP team has determined that the student will not achieve grade-level proficiency even with instructional intervention.~~

~~(D) High School Diploma. The student who takes alternate assessments based on modified academic achievement standards is not precluded from attempting to complete requirements as defined by the State for a regular high school diploma.~~

~~(E) Parents Are Informed. Parents of the students selected to be assessed with the~~

~~CMA are informed that their child's achievement will be measured based on modified achievement standards.~~

~~(j) "Grade" means the grade assigned to the pupil by the school district at the time of testing.~~

~~(k) "Modification" means any variation in the assessment environment or process that fundamentally alters what the test measures or affects the comparability of scores.~~

~~(l) "Modified assessment" means an alternate assessment based on modified achievement standards as provided in Education Code section 60640(e) and its test materials. The modified assessment for the STAR Program is the CMA.~~

~~(m) "Nonpublic schools (NPS)" are nonpublic, nonsectarian schools as set forth in California Education Code section 56034.~~

~~(n) "Primary language test" means an assessment as provided in Education Code sections 60640(f)(1) and (2) and 60640(g) and its test materials in each primary language for which a test is available for English learners. The primary language test for the STAR Program is the Standards-based Tests in Spanish.~~

~~(o) "School districts" includes elementary, high school, and unified school districts; county offices of education; any charter school that for assessment purposes does not elect to be part of the school district or county office of education that granted the charter; any statewide benefit charter; and any other charter school chartered by the SBE.~~

~~(p) "Scribe" is an employee of the school district, or a person assigned by a nonpublic school to implement a pupil's IEP who has signed a STAR Test Security Affidavit and is required to transcribe a pupil's responses to the format required by the test. A pupil's parent or guardian is not eligible to be the pupil's scribe.~~

~~(q) A "significant medical emergency" is a significant accident, trauma, or illness (mental or physical) that precludes a pupil in grades 2 to 11, inclusive, from taking the standards-based achievement tests. An accident, trauma, or illness is significant if the pupil has been determined by a licensed physician to be unable to participate in the tests.~~

~~(r) "Standards-based achievement tests" means an assessment that measures the degree to which pupils are achieving the state content standards as provided in Education Code sections 60640(e) alternate assessment(s), Education Code section~~

~~60642.5 CSTs and its test materials, and Education Code section 60640(f)(3) Standards-based Tests in Spanish, and its test materials. The STAR Program alternate assessments, the California Alternate Performance Assessment and the CMA, are standards-based achievement tests.~~

~~(s) "Standards-based Tests in Spanish" is the standards-based achievement test as provided in Education Code section 60640(f)(3), and its test materials, that is administered as the primary language test as provided in Education Code sections 60640(f) and (g) for pupils whose primary language is Spanish.~~

~~(t) "Test examiner" is an employee or contractor of a school district or a non-public school who has been trained to administer the tests and has signed a STAR Test Security Affidavit. For the alternate performance assessment, the test examiner must be a certificated or licensed school, district, or county staff member.~~

~~(u) "Test materials" include administration manuals, administrative materials, test booklets, practice tests, and test answer documents provided as part of the administration of the STAR Program assessments.~~

~~(v) "Test proctor" is an employee of a school district, or a person assigned by a nonpublic school to implement a pupil's IEP, who has signed a STAR Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests within the STAR Program.~~

~~(w) "Translator" is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to section 853.5(f), who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the STAR Program assessments. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:~~

~~(1) an employee of the school district;~~

~~(2) an employee of the nonpublic school; or~~

~~(3) supervised by an employee of the school district or an employee of the nonpublic school.~~

~~(x) "Variation" means a change in the manner in which a test is presented or administered, or in how a test taker is allowed to respond, and includes, but is not limited to, accommodations and modifications.~~

~~(y) "Writing portion of the English language arts tests" is the performance component of the standards-based achievement tests.~~

For the purposes of these regulations, the Measurement of Academic Performance and Progress assessment system (as established in Education Code section 60640 and known as "MAPP") shall be designated the California Assessment of Student Performance and Progress (CAASPP), and the following terms shall have the following meanings:

(a) "Accommodations" means supports documented in a pupil's individualized education program (IEP) or Section 504 Plan that are utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment and that do not fundamentally alter the comparability of scores.

(b) "Accessibility supports" means supports that may or may not (because they have not been previously identified) invalidate the measurement of the test; these supports are not universal tools, designated supports, or accommodations (e.g., read-a-loud of passages in grades 3 through 5). An LEA shall notify the CDE in writing prior to the use of the accessibility support(s).

(c) "Achievement tests" means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(d) "Alternate assessment" means an assessment as provided in Education Code section 60640(k) and its test materials developed to measure the level of performance for a pupil with disabilities who is unable to take the consortium summative assessment in English language arts and mathematics pursuant to Education Code section 60640(b)(1) or are unable to take an assessment of science pursuant to Education Code section 60640(b)(2), even with accommodations.

(e) "Assessment technology platform" means the electronic systems used to display items, accept item responses, store, deliver, score the tests and restrict access to outside sources, as well as report and manage assessment results. Testing technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.

(f) "California Alternate Performance Assessment (CAPA)" is the alternate assessment and its test materials as provided in Education Code section 60640(k) for

1 pupils with significant cognitive disabilities.

2 (g) "California Modified Assessment (CMA)" is the alternate assessment and its test
3 materials for science based on modified achievement standards.

4 (h) "California Standards Tests (CSTs)" is the assessment and test materials that
5 measure the degree to which pupils are achieving the state content standards pursuant
6 to Education Code section 60605.

7 (i) "Computer-based tests (CBTs)" means tests administered using an electronic
8 computing device.

9 (j) "Designated supports" are features that are available for use by any pupil for
10 whom the need has been indicated, prior to the assessment administration, by an
11 educator or group of educators.

12 (k) "Eligible pupil," with the exception of subdivisions (1) through (3) below, is any
13 pupil who is not exempt from participation in assessments pursuant to Education Code
14 section 60615 or who is not a recently arrived English learner pupil exempt from
15 participating in the English Language Arts assessment pursuant to Education Code
16 section 60640(f)(1).

17 (1) For the primary language test, an eligible pupil is an English learner with a
18 primary language for which a test is optional pursuant to Education Code section
19 60640.

20 (2) For CAPA, an eligible pupil is any pupil in grades 2 through 11, inclusive, who
21 has an IEP that designates the use of the alternate assessment.

22 (3) For the CMA, an eligible pupil is any pupil in grades 5, 8, or 10, who has an IEP
23 that designates the use of the modified assessment in science.

24 (l) "Embedded" means a support, whether a universal tool, designated support, or
25 accommodation, that is part of the assessment technology platform for the computer-
26 administered CAASPP tests.

27 (m) "Grade" means the grade in which the pupil is enrolled at the time of testing, as
28 determined by the local educational agency.

29 (n) "Local educational agency (LEA)" means a county office of education, school
30 district, state special school, or direct-funded charter school as described in Education
31 Code section 47651.

32 (o) "Non-embedded" means a support, whether a universal tool, designated

1 support, or accommodation, that may be provided by the LEA and is not part of the
2 assessment technology platform for the computer-administered CAASPP tests.
3 (p) "Nonpublic schools (NPS)" are nonpublic, nonsectarian schools as set forth in
4 Education Code section 56034.
5 (q) "Primary language test" means a test as provided in Education Code sections
6 60640(b) and (c) and its test materials in each primary language for which a test is
7 available for English learners. The primary language test is the Standards-based Tests
8 in Spanish (STS).
9 (r) "Recently arrived English learner" means a pupil designated as an English
10 learner who is in his or her first 12 months of attending a school in the United States.
11 (s) "Scribe" is an employee of the LEA or a person assigned by an NPS to
12 implement a pupil's IEP who has signed a CAASPP Test Security Affidavit and is
13 required to transcribe a pupil's responses to the format required by the test. A pupil's
14 parent or guardian is not eligible to be the pupil's scribe.
15 (t) A "significant medical emergency" is a significant accident, trauma, or illness
16 (mental or physical) that precludes a pupil from taking the achievement tests. An
17 accident, trauma, or illness is significant if the pupil has been determined by a licensed
18 physician to be unable to participate in the tests.
19 (u) "Smarter-Balanced Assessment Consortium (Smarter Balanced)" is the multi-
20 state consortium responsible for the development of the English language arts and
21 mathematics summative assessments administered pursuant to Education Code
22 section 60640(b)(1) and the interim assessments and formative assessment tools
23 administered pursuant to Education Code section 60642.6.
24 (v) "Standards-based Tests in Spanish (STS)" are the achievement tests and test
25 materials that are administered as the primary language test as provided in Education
26 Code sections 60640(b) and (c) for pupils whose primary language is Spanish.
27 (w) "Test examiner" is an employee or contractor of an LEA or an NPS who has
28 been trained to administer the tests and has signed a CAASPP Test Security Affidavit.
29 For the alternate assessment, the test examiner must be a certificated or licensed
30 school, district, or county staff member.
31 (x) "Test materials" include, but are not limited to, administration manuals,
32 administrative materials, test booklets, assessment technology platform, practice tests,

scratch paper, and test answer documents, as part of the administration of the CAASPP tests.

(y) "Test proctor" is an employee of an LEA, or a person assigned by an NPS to implement a pupil's IEP or Section 504 Plan, who has signed a CAASPP Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests within the CAASPP assessment system.

(z) "Translator" is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to section 853.5, who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the assessments pursuant to Education Code section 60640. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:

(1) an employee of an LEA;

(2) an employee of the NPS; or

(3) a person supervised by an employee of an LEA or an employee of the NPS.

(aa) "Universal tools" are accessibility features of the CAASPP tests that are available to all pupils.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 47605, 47605.8, 47651, 56034, 60603, 60604, 60605, 60615, 60640, ~~and~~ 60642.5 and 60642.6, Education Code; 34 C.F.R. Sections 200.1(d), (e) and (f), 300.160; 5 CCR 11967.6.

Article 2. ~~Standards-Based~~ Achievement Tests~~, Alternate Assessments,~~ and Any Primary Language Test

§ 851. Pupil Testing.

(a) ~~School districts~~ LEAs shall administer the ~~standards-based~~ achievement tests and may administer the primary language test~~, if any,~~ pursuant to Education Code section 60640 to each eligible pupil enrolled in ~~a school district~~ an LEA on the date testing begins in the pupil's school or ~~school district~~ LEA.

(b) No later than start of the 2014-2015 school year, for the purposes of the CAASPP assessment system, a charter school which is not direct-funded pursuant to Education Code section 47651 shall test with, dependent on, the LEA that granted

the charter or was designated the oversight agency by the local governing board.

(c)~~(b) School districts~~ LEAs shall make ~~whatever~~ arrangements ~~are necessary to~~ for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or ~~nonpublic schools~~ NPSs.

(d)~~(c)~~ No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 47651, 48645.1, 60603, 60605 and 60640, Education Code.

§ 852. Pupil Exemptions.

(a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.

(b) The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. ~~A school district~~ An LEA and its employees may discuss the ~~STAR Program~~ CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The ~~school district~~ LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children.

NOTE: Authority cited: Sections 33031 and 60640 ~~60605~~, Education Code. Reference: Sections 60604, 60605, 60607, 60612, 60615, 60640 and 60641, Education Code.

§ 853. Administration.

(a) The ~~standards-based achievement tests and the primary language test, if any,~~ CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by ~~school districts~~ LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with ~~variations, accommodations, and modifications~~ universal tools, designated supports, and accommodations specified in section 853.5. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

(b) If available, an LEA may utilize a paper-pencil version of any CBT of the CAASPP assessment system, in accordance with Education Code section 60640(e), if the LEA identifies the pupils that are unable to access the CBT version of the test.

(c) Interim assessments and formative assessment tools shall be made available to LEA(s) for use during the school year. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment and formative assessment tools is the responsibility of the LEA.

NOTE: Authority cited: Sections ~~12001,~~ 33031 and 60640 ~~60605~~, Education Code. Reference: Sections 60603, 60605, 60611, ~~and~~ 60640 and 60642.6, Education Code.

§ 853.5. Use of Universal Tools, Designated Supports, and ~~Variations, Accommodations, and Modifications~~.

~~(a) School districts may provide all pupils the following variations on the CSTs, the CMA, and the Standards-based Tests in Spanish:~~

~~(1) have test directions simplified or clarified.~~

~~(2) write in test booklets; for example, underlining, highlighting, or working math problems. Tests booklets for grades 2 and 3 must have any marks other than those in~~

~~response circles erased or pupil responses must be transcribed into new test booklet(s) by a school, school district, or nonpublic school employee who has signed the STAR Test Security Affidavit to ensure that the tests can be scored.~~

~~(3) test in a small group setting.~~

~~(4) have as much time as needed within a single sitting to complete a test or test part on the standards-based achievement tests.~~

~~(b) School districts may provide all pupils the following testing variations on the CSTs, the CMA, and the Standards-based Tests in Spanish if regularly used in the classroom:~~

~~(1) special or adaptive furniture.~~

~~(2) special lighting, special acoustics, noise-canceling devices, visual magnifying equipment or audio amplification equipment.~~

~~(3) an individual carrel or study enclosure.~~

~~(4) test individually in a separate room provided that an employee of the school, school district, or nonpublic school, who has signed the STAR Test Security Affidavit, directly supervises the pupil.~~

~~(5) colored overlay, mask, or other means to maintain visual attention to the test or test questions.~~

~~(6) Manually Coded English or American Sign Language to present directions for administration.~~

~~(c) Eligible pupils with disabilities who have an IEP and pupils with a Section 504 Plan shall be permitted the following presentation, response, or setting accommodations on the CSTs, the CMA, and the Standards-based Tests in Spanish, if specified in the eligible pupil's IEP or Section 504 Plan:~~

~~(1) large print versions.~~

~~(2) test items enlarged if the font size is larger than that used on large print versions is required.~~

~~(3) Braille transcriptions provided by the test contractor.~~

~~(4) audio or oral presentation of the mathematics, science, or history-social science tests.~~

~~(5) Manually Coded English or American Sign Language to present test questions on the mathematics, science, or history-social science tests.~~

~~(6) for grades 4 to 11 responses marked in test booklet and transferred to the answer document by a school, school district, or nonpublic school employee who has signed the STAR Test Security Affidavit.~~

~~(7) responses dictated orally, in Manually Coded English or American Sign Language to a scribe for selected-response items (e.g., multiple-choice test questions).~~

~~(8) responses dictated to a scribe, audio recorder, or speech to text converter on the writing portion of the English-language arts tests, and the pupil indicates all spelling and language conventions.~~

~~(9) use of word processing software with spell and grammar check tools turned off on the writing portion of the English-language arts tests.~~

~~(10) use of an assistive device that does not interfere with the independent work of the student on the multiple-choice or writing portion of the test.~~

~~(11) supervised breaks within a section of the test.~~

~~(12) administration of the test at the most beneficial time of day to the pupil.~~

~~(13) administration of any test or test part to be given in a single sitting over more than one day except for the writing portion of the English-language arts tests.~~

~~(14) test administered by a test examiner to a pupil at home or in the hospital.~~

~~(15) audio or oral presentation of any prompts or passages present in the STAR writing portion of the English-language arts tests.~~

~~(16) Manually Coded English or American Sign Language to present any prompts or passages present in the STAR writing portion of the English-language arts tests.~~

~~(d) In addition to the accommodations set forth in section 853.5(c), a pupil who is eligible to take the CMA as defined in section 850(f), shall be permitted the following presentation, response, or setting accommodations on the CMA if specified in the eligible pupil's IEP:~~

~~(1) audio or oral presentation of test questions and answer options on the multiple-choice portion of the English-language arts tests.~~

~~(2) Manually Coded English or American Sign Language to present test questions on the multiple-choice portion of the English-language arts tests.~~

~~(3) use of a calculator on the mathematics test in grade 5.~~

~~(4) use of manipulatives on the mathematics and science tests.~~

~~(e) Eligible pupils with disabilities shall be permitted the following modifications on~~

~~the CSTs and the Standards-based Tests in Spanish if specified in the eligible pupil's IEP or Section 504 Plan:~~

~~(1) calculators, arithmetic tables, and formulas or mathematics manipulatives not provided in the test materials on the mathematics or science tests.~~

~~(2) audio or oral presentation of the multiple-choice portion of the English-language arts tests.~~

~~(3) Manually Coded English or American Sign Language to present test questions on the multiple-choice portion of the English-language arts tests.~~

~~(4) spellcheckers, grammar checkers, or word-processing software programs that check or correct spelling and/or grammar on the writing portion of the English-language arts tests.~~

~~(5) mechanical or electronic devices or other assistive devices that are not used solely to record the pupil's responses, including, but not limited to, transcribers, scribes, voice recognition or voice to text software, and that identify a potential error in the pupil's response or that correct spelling, grammar or conventions on the writing portion of the English-language arts tests.~~

~~(6) responses dictated orally, in Manually Coded English or American Sign Language to provide an essay response to a scribe and the scribe provides spelling, grammar, and language conventions.~~

~~(7) dictionary.~~

~~(f) If the school district, pupil's IEP team or Section 504 Plan proposes a variation for use on the standards-based achievement tests or the primary language test, if any, that has not been listed in this section, the school district may submit to the CDE for review of the proposed variation.~~

~~(g) Identified English learner pupils shall be permitted the following testing variations if regularly used in the classroom or for assessment:~~

~~(1) Tested in a separate room with other English learners provided that an employee of the school, school district, or nonpublic school, who has signed the Test Security Affidavit, directly supervises the pupil.~~

~~(2) Additional supervised breaks following each section within a test part provided that the test section is completed within a testing day. A test section is identified by a "STOP" at the end of it.~~

~~(3) The test directions printed in the test administration manual may be translated into an English learner's primary language. English learners shall have the opportunity to ask clarifying questions about any test directions presented orally in their primary language.~~

~~(4) Access to translation glossaries/word lists for the standards-based achievement tests in mathematics, science, and history-social science (English to primary language). The translation glossaries/word lists are to include only the English word or phrase with the corresponding primary language word or phrase. The glossaries or word lists shall include no definitions, parts of speech, or formulas.~~

(a) All pupils (including English learners and students with disabilities) shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;

(2) calculator for specific mathematic items;

(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task – pupil long essay(s) not short paragraph responses);

(5) English glossary for reading, writing, listening, and mathematics;

(6) expandable passages for reading, writing, listening, and mathematics;

(7) global notes for writing (ELA-performance task – pupils long essay(s) not short paragraph responses);

(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;

(10) mark for review for reading, writing, listening, and mathematics;

(11) math tools for specific mathematics items;

(12) spell check for specific writing items;

(13) strikethrough for reading, writing, listening, and mathematics;

(14) writing tools for specific pupil generated responses; or

(15) zoom for reading, writing, listening, and mathematics.

(b) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded universal tools on the CAASPP tests for English

1 language arts (including the components of reading, writing, and listening),
2 mathematics, science, and primary language as specified below:
3 (1) breaks;
4 (2) English dictionary for ELA performance task – pupil long essay(s) not short
5 paragraph responses;
6 (3) scratch paper;
7 (4) thesaurus for ELA performance task – pupil long essay(s) not short paragraph
8 responses;
9 (5) color overlay for science and primary language test;
10 (6) math tools (i.e., ruler, protractor) for specific mathematics items;
11 (7) simplify or clarify test administration directions (does not apply to test questions);
12 or
13 (8) pupil marks in paper-pencil test booklet (other than responses including
14 highlighting).
15 (c) All pupils (including English learners and students with disabilities) shall be
16 permitted the following embedded designated supports, unless otherwise designated,
17 when determined for use by an educator or group of educators, on the CAASPP tests
18 for English language arts (including the components of reading, writing, and listening)
19 and mathematics as specified below:
20 (1) color contrast for reading, writing, listening, and mathematics;
21 (2) masking for reading, writing, listening, and mathematics;
22 (3) text-to-speech for writing, listening, mathematics and reading items not
23 passages;
24 (4) translated test directions for mathematics;
25 (5) translations (glossary) for mathematics;
26 (6) translations (stacked) for mathematics; or
27 (7) turn off any universal tool for reading, writing, listening, and mathematics.
28 (d) All pupils (including English learners and students with disabilities) shall be
29 permitted the following non-embedded designated supports when determined for use
30 by an educator or a group of educators, on the CAASPP tests for English language arts
31 (including the components of reading, writing, and listening), mathematics, science,
32 and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics and reading items not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting for reading, writing, listening, and mathematics;

(10) translations (glossary) for mathematics, science and primary language test;

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones); or

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture.

(e) The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:

(1) American Sign Language for listening and mathematics;

(2) braille for reading, writing, listening, and mathematics;

(3) closed captioning for listening; or

(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11.

(f) The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:

(1) read aloud for primary language test;

(2) American Sign Language for listening, mathematics, and science;

(3) braille for paper-pencil tests;

(4) abacus for mathematics and science;

(5) alternate response options for reading, writing, listening, and mathematics;

(6) calculator for specific mathematics items;

(7) multiplication table for mathematics beginning in grade 4;

(8) print on demand for reading, writing, listening, and mathematics;.

(9) read aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate braille skills;

(10) scribe for writing, science, and primary language test;

(11) speech-to-text;

(12) large-print version of a paper-pencil test;

(13) separate setting for science and primary language test; or

(14) administration of the test at the most beneficial time of day to the pupil.

(g) An LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an accessibility support. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:

(1) LEA name and CDS code;

(2) school/test site and school code;

(3) school/test site address, city, and zip code;

(4) LEA CAASPP coordinator name, phone number, and email address;

(5) CAASPP test site coordinator name, phone number, and email address;

(6) school/test site testing window dates;

(7) SSID(s) for the pupil(s) for which the accessibility support is being requested;

(8) CAASPP test and grade; and

(9) the accessibility support being requested.

(h) Accessibility supports that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with accessibility supports that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded accessibility supports have been determined to change the construct being

measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:

(1) English dictionary for reading, listening, mathematics, science, and primary language;

(2) thesaurus for reading, listening, mathematics, science and primary language;

(3) translated test directions for reading, writing, or listening;

(4) bilingual dictionary for reading, listening, mathematics, science and primary language;

(5) translations (glossary) for reading, writing, and listening;

(6) read aloud for reading passages in grades 3, 4, and 5;

(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;

(8) calculator for non-specified mathematics items or science;

(9) math tools (i.e., ruler, protractor) for non-specified mathematics items; and

(10) multiplication table for mathematics in grade 3.

NOTE: Authority cited: Sections ~~12001~~, 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 60605 and 60640, Education Code; 34 C.F.R. Sections 200.1 and 300.160(b).

§ 854. Advance Preparation for the Tests. [REPEALED]

~~(a) Except for materials specifically provided by the CDE or its agents, no program or materials shall be used by any school district or employee of a school district that are specifically formulated or intended to prepare pupils for the standards-based achievement tests, or the primary language test, if any. No administration or use of an alternate or parallel form shall be used as practice for any pupils.~~

~~(b) Practice tests provided by the contractor as part of the standards-based achievement tests and the primary language test, if any, for the limited purpose of familiarizing pupils with the use of scannable test booklets or answer sheets and the format of test items are not subject to the prohibition of subdivision (a).~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60611 and 60640, Education Code.

§ 855. Testing Period.

~~(a)(1) The standards-based achievement tests and the primary language test, if any, except as specified below shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85% of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window.~~

~~(2) Each school district shall provide for at least two makeup days of testing for pupils who were absent during the period in which any school administered the standards-based achievement tests and the primary language test, if any. All makeup testing shall occur within five instructional days of the last date that the school district administered the tests but not later than the end of the 25 instructional day period established in subdivision (a)(1).~~

~~(3) A school district with schools operating on a multitrack year round schedule may submit a request to the contractor to begin testing no earlier than the fourth Monday in February.~~

~~(b) The writing portion of the English-language arts tests shall be administered to each eligible pupil only on the day(s) specified annually by the State Superintendent of Public Instruction. An eligible pupil for purposes of the writing portion is a pupil taking the standards-based achievement tests for a grade at which the writing portion will be administered.~~

(a)(1) For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

(2) For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. If an LEA elects to administer the primary language test, it shall do so during this same testing window.

(b) Beginning in the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) shall be administered to each pupil during the following testing windows:

(1) Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing.

(2) For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

(3) The CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during this same window as these tests.

(c) The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 60605, 60640, 60641 and 60642:5, Education Code.

§ 857. LEA CAASPP ~~District STAR~~ Coordinator.

~~(a) On or before September 30 of each school year, the superintendent of each~~

~~school district shall designate from among the employees of the school district a district STAR coordinator. The district STAR coordinator, or the school district superintendent or his or her designee, shall be available through August 15 of the following school year to complete school district testing. The school district shall notify the contractor(s) of the identity and contact information, including electronic mail address, if available in the school district, for the district STAR coordinator and for the superintendent and his or her designee, if any. The district STAR coordinator shall serve as the school district representative and the liaison between the school district and the contractor(s) and the school district and the CDE for all matters related to the STAR Program. A school district superintendent may designate a separate STAR program district coordinator for any primary language test.~~

~~(b) The district STAR coordinator's responsibilities shall include, but not be limited to, all of the following duties:~~

~~(1) Responding to correspondence and inquiries from the contractor and from the CDE in a timely manner and as provided in the contractor's instructions and these regulations.~~

~~(2) Determining school district and individual school test and test material needs in conjunction with schools within the district and the contractor, using current enrollment data and communicating school district test material needs to the contractor on or before December 1.~~

~~(3) Ensuring delivery of tests and test materials to the test sites no more than ten or fewer than five working days before the first day of testing designated by the district.~~

~~(4) Coordinating the testing and makeup testing days for the school district and for those pupils of the district who are enrolled in nonpublic schools within any required time periods with the school test site coordinators. Overseeing the collection of all pupil data as required to comply with section 861.~~

~~(5) Maintaining security over the standards-based achievement tests, and the primary language test, if any, and test data using the procedure set forth in section 859. The district STAR coordinator shall sign the security agreement set forth in section 859 and submit it to the contractor prior to receipt of the test materials from the contractor.~~

~~(6) Overseeing the administration of the standards-based achievement tests, and the primary language test, if any, to eligible pupils.~~

~~(7) Overseeing the collection and return of all test materials and test data to the contractor within any required time periods.~~

~~(8) Assisting the contractor and the CDE in the resolution of any discrepancies in the test information and materials, including but not limited to, pre-identification files and all pupil level data required to comply with sections 861 and 862.~~

~~(9) Immediately notifying the CDE of any security breaches or testing irregularities in the district before, during, or after the test administration.~~

~~(10) Ensuring that an answer document is submitted for scoring for each eligible pupil enrolled in the district on the first day of testing.~~

~~(11) After receiving summary reports and files from the contractor, the district STAR coordinator shall review the files and reports for completeness and accuracy, and shall notify the contractor and the CDE of any errors, discrepancies, or incomplete information.~~

~~(12) Training test site coordinators to oversee the test administration at each school.~~

(a) On or before September 30 of each school year, the superintendent of each LEA shall:

(1) designate from among the employees of the LEA an LEA CAASPP coordinator;

(2) identify school with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 29 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system.

(c) The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration,

coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 47079.5, 52052, 60604, 60605, 60610, 60630, ~~and~~ 60640 and 60643, Education Code.

§ 858. CAASPP ~~STAR~~ Test Site Coordinator.

~~(a) At each test site, including but not limited to, each elementary, middle, and high school or other grade span designated school, each charter school, each court school, each school or program operated by a school district, and all other public programs serving pupils in any of the grades 2 to 11, inclusive, the superintendent of the school district or the district STAR coordinator shall designate a STAR test site coordinator from among the employees of the school district. The STAR test site coordinator, or the site principal or his or her designee, shall be available to the district STAR coordinator by telephone through August 15 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.~~

~~(b) The STAR test site coordinator's responsibilities shall include, but are not limited to, all of the following duties:~~

~~(1) Determining site test and test material needs and communicating the site needs to the district STAR coordinator.~~

~~(2) Overseeing the acquisition and distribution of tests and test materials at the test site, including but not limited to, distributing test materials to test examiners on each day of testing in accordance with the contractor's directions.~~

~~(3) Cooperating with the district STAR coordinator to provide the testing and makeup testing days for the site within any required time periods.~~

~~(4) Maintaining security over the standards-based achievement tests, the primary language test, if any, and test data. The STAR test site coordinator shall sign the~~

~~security agreement set forth in section 859 and submit it to the district STAR coordinator prior to the receipt of the test materials.~~

~~(5) Arranging for and overseeing the administration of the standards-based achievement tests and the primary language test, if any, to eligible pupils at the test site.~~

~~(6) Overseeing the collection and return of all testing materials to the district STAR coordinator.~~

~~(7) Assisting the district STAR coordinator, the contractor, and the CDE in the resolution of any discrepancies in the test information and materials.~~

~~(8) Overseeing the collection of all pupil level and other data required to comply with sections 861 and 862.~~

~~(9) Ensuring that an answer document is submitted for scoring for each eligible pupil enrolled in the school on the first day of testing for the standards-based achievement tests and the primary language test, if any.~~

~~(10) Ensuring that for each pupil tested only one scannable answer document is submitted for scoring, except that for each pupil tested at grades for which the contractor has designated the use of more than one answer document. An answer document for the STAR writing portion of the English-language arts tests administered pursuant to section 855(b) shall be submitted in addition to the answer document for the multiple choice items.~~

~~(11) Immediately notifying the district STAR coordinator of any security breaches or testing irregularities that occur in the administration of the standards-based achievement tests or the primary language test, if any, that violate the terms of the STAR Security Affidavit in section 859.~~

~~(12) Training test examiners, translators, proctors, and scribes for administering the tests.~~

(a) At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be

available to the LEA CAASPP coordinator by telephone through September 29 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.

(b) The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests.

(c) The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 60602.5, 60604, 60605, 60610, 60630 and 60640, Education Code.

§ 859. CAASPP ~~STAR~~ Test Security Agreement and Test Security Affidavit.

~~(a) All STAR district and test site coordinators (coordinators) shall sign the STAR Test Security Agreement set forth in subdivision (b) before receiving any of the test materials or tests administered pursuant to Education Code section 60640.~~

~~(b) The STAR Test Security Agreement shall be as follows:~~

~~STAR TEST SECURITY AGREEMENT~~

~~I acknowledge by my signature on this form that standards-based achievement tests, including the CSTs, the California Alternate Performance Assessment, the CMA, and the Standards-based Tests in Spanish, are secure tests and agree to each of the following conditions to ensure test security:~~

~~(1) I will take all necessary precautions to safeguard all tests and test materials by limiting access to persons within the school district with a responsible, professional interest in the tests' security.~~

~~(2) I will keep on file the names of all persons having access to tests and test materials. All persons having access to the materials shall be required to sign the STAR Test Security Affidavit that will be kept on file in the school district office.~~

~~(3) I will keep the CSTs, the California Alternate Performance Assessment, the CMA, and the Standards-based Tests in Spanish and their test materials in a secure, locked location and will deliver tests and test materials only to those persons who have~~

~~executed STAR Test Security Affidavits on actual testing dates as provided in section 859(d) with the exception of subdivision (4) below.~~

~~(4) I will keep the California Alternate Performance Assessment materials in a secure locked location when not being used by examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to examiners.~~

~~(5) I will not copy any part of the tests or test materials without written permission from the CDE to do so.~~

~~(6) I will not disclose, or allow to be disclosed, the contents of the tests or the test instruments. I will not review any test questions, passages, or other test items with any other person before, during, or after the test administration.~~

~~(7) I will not develop scoring keys, review any pupil responses, or prepare answer documents except as required by the test administration manual(s) prepared by the testing contractor.~~

~~By signing my name to this document, I am assuring that I will abide by the above conditions.~~

~~Signed:~~ _____

~~Print Name:~~ _____

~~Title:~~ _____

~~School District:~~ _____

~~Date:~~ _____

~~(c) All test examiners, proctors, translators, scribes, and any other persons having access to any of the test materials or tests administered pursuant to Education Code section 60640 shall acknowledge the limited purpose of their access to the tests by signing the STAR Test Security Affidavit set forth in subdivision (d).~~

~~(d) The STAR Test Security Affidavit shall be as follows:~~

~~STAR TEST SECURITY AFFIDAVIT~~

~~I acknowledge that I will have access to one or more of the standards-based achievement tests, including the CSTs, the California Alternative Performance Assessment, the CMA, and the Standards-based Tests in Spanish, and test materials, for the purpose of administering the test(s). I understand that these materials are highly secure, and it is my professional responsibility to protect their security as follows:~~

~~(1) I will not divulge the contents of the tests to any other person through verbal, written, or any other means of communication.~~

~~(2) I will not copy any part of the test(s) or test materials.~~

~~(3) I will keep the test(s) secure until the test(s) are actually distributed to pupils.~~

~~(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s).~~

~~(5) I will collect and account for all materials following each period of testing and will not permit pupils to remove test materials from the room where testing takes place.~~

~~(6) I will not review any test questions, passages, or other test items independently or with pupils or any other person before, during, or following testing.~~

~~(7) I will not develop scoring keys, review any pupil responses, or prepare answer documents except as required by the test administration manual(s) prepared by the testing contractor.~~

~~(8) I will return all test materials for the CSTs, the CMA, and the Standards-based Tests in Spanish to the designated STAR test site coordinator daily upon completion of testing.~~

~~(9) I will keep all the California Alternate Performance Assessment materials in secure locked storage except when I am administering or observing the administration of the assessment to pupils.~~

~~(10) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the testing contractor.~~

~~(11) I have been trained to administer the tests.~~

~~Signed: _____~~

~~Print Name: _____~~

~~Position: _____~~

~~School: _____~~

~~School District: _____~~

~~Date: _____~~

~~(e) To maintain the security of the program, all district STAR coordinators and test site coordinators are responsible for inventory control and shall use appropriate inventory control forms to monitor and track test inventory.~~

(a) All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the

CAASPP Test Security Agreement, set forth in subdivision (b), before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(b) The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For the CAPA test, I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read

and will abide by the above conditions.

Signed: _____

Print Name: _____

Title: _____

LEA: _____

Date: _____

(c) All test examiners, proctors, translators, scribes, and any other persons having access to any of the tests and test materials, assessment technology, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual

testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.

(A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone.

(B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.

(C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.

(D) I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format.

(5) I will not allow pupils to access electronic devices that allow them to access outside information, communicate with other pupils, or photograph or copy test content. This includes, but is not limited to, cell phones, personal digital assistants (PDAs), tablets, laptops, cameras, and electronic translation devices.

(6) I will collect and account for all materials following each testing session and will not permit pupils to remove any test materials by any means from the room(s) where testing takes place. After each testing session, I will count all test booklets and answer documents before allowing any pupil to leave the testing room and/or ensure that all pupils have properly logged off the computer system.

(7) I will not review any achievement test questions, passages, performance tasks, or other test items independently or with pupils or any other person at any time, including before, during, or following testing. I understand that this includes any discussion between LEA staff for training or professional development whether one-on-one or in a staff meeting.

(8) I will not, for any achievement test, develop scoring keys, review any pupil responses, or prepare answer documents. I understand that this includes coaching pupils or providing any other type of assistance to pupils that may affect their responses. This includes, but is not limited to, both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer (anything that may indicate correct or incorrect answers), or completing or changing pupils' answers.

(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.

(10) If I will administer and/or observe the administration of CAPA, which means that I am a certificated or a licensed LEA employee and a trained CAPA Examiner, I will keep all the CAPA materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.

(11) I will actively supervise pupils throughout the testing session to make sure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (embedded and/or non-embedded universal tools, designated supports, or accommodations) needed for the test being administered.

(12) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.

(13) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____

Print Name: _____

Position: _____

School: _____

LEA: _____

Date: _____

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60602.5, 60605 and 60640, Education Code.

§ 861. ~~School-By-School Analysis~~ Data Elements for Test Registration and State and Federal Reporting.

~~(a) Each school district shall provide the contractor for the standards-based achievement tests and the primary language test, excluding (6), (7), and (8), the following information for each pupil enrolled on the first day the tests are administered for purposes of the reporting required by the Academic Performance Index of the Public Schools Accountability Act (chapter 6.1, commencing with section 52050), section 60630, and chapter 5 (commencing with section 60640) of the Education Code:~~

~~(1) Pupil's full name.~~

~~(2) Date of birth.~~

~~(3) Grade level.~~

~~(4) Gender.~~

~~(5) English proficiency.~~

~~(6) Primary language.~~

~~(7) Date of English proficiency reclassification.~~

~~(8) If reclassified to fluent English proficient (R-FEP) pupil scored proficient or above on the California English Language Arts Standards Test any three years since reclassification.~~

~~(9) Program participation.~~

~~(10) Use of accommodations or modifications.~~

~~(11) Statewide Student Identifier.~~

~~(12) Parent or guardian education level.~~

~~(13) School and district California Basic Educational Data System (CBEDS) enrollment.~~

~~(14) For English learners, date first enrolled in school in the United States and if they have been enrolled in school less than 12 cumulative months at the time of testing.~~

~~(15) Documented eligibility to participate in the National School Lunch Program.~~

~~(16) Race/ethnicity.~~

~~(17) Primary disability code.~~

~~(18) Special Education Exit Date.~~

~~(19) County and District for pupils with IEPs if residence is other than where pupil attends school or receives services.~~

~~(20) Special testing conditions and/or reasons for not being tested.~~

~~(21) Pupil enrolled in NPS by district based on IEP.~~

~~(22) NPS school code.~~

~~(b) In addition to the demographic data required to be reported in section 861(a), school districts may report if an eligible pupil is not tested due to a significant medical emergency.~~

~~(c) The information is for the purposes of aggregate analyses only and shall be provided and collected as part of the testing materials for the standards-based achievement tests and the primary language test.~~

~~(d) School districts shall provide the same information for each eligible pupil enrolled in an alternative or off campus program or for pupils placed in nonpublic schools as is provided for all other eligible pupils in grades 2 to 11, inclusive.~~

~~(e) If the information required by section 861(a) is incorrect, the school district may enter into a separate agreement with the contractor to have the district's student data file corrected. The district STAR coordinator shall provide the correct information to the contractor within the contractor's timeline. Any costs for correcting the student data shall be the district's responsibility.~~

(a) In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS).

(b) In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:

(1) if an eligible pupil is not tested due to a significant medical emergency;

(2) if a pupil used an accommodation(s);

(3) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);

(4) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and

(5) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.

(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 49079.5, ~~52050~~ 52052, 60605, 60630, 60640, 60641 and 60643, Education Code; 7 C.F.R. Sections 245.2(a)(1)-(4), 245.3 and 245.6.

§ 862. Apportionment Information Report.

(a) Annually, the CDE shall make available electronically to each ~~school district~~ LEA ~~shall receive~~ an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level ~~for the standards-based achievement tests and the primary language test, if any~~:

(1) The number of pupils enrolled in each school and in the ~~school district~~ LEA on the first day of testing ~~as indicated by the number of alternate assessments and CSTs, excluding the STAR writing portion of the English-language arts tests, answer documents submitted to the test contractor for scoring~~.

(2) The number of pupils in each school and in the ~~school district~~ LEA tested with the alternate ~~performance~~ assessment.

(3) The number of pupils in each school and in the ~~school district~~ LEA exempted from testing at the request of their parent~~s~~ or guardian~~s~~ pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the ~~CSTs or the~~

~~modified assessment excluding the STAR writing portion of the English-language arts tests~~ CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.

(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.

(6)~~(5)~~ The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.

(7)~~(6)~~ The number of English language learners who were administered ~~each~~ a ~~designated~~ primary language test aligned to the English language arts standards pursuant to Education Code section 60640~~(f)~~(b)(5)(B).

(8)~~(7) The number of English language learners who were administered each primary language test pursuant to Education Code section 60640(g)~~ Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.

(b) To be eligible for apportionment payment for the ~~standards-based achievement tests and the primary language test, if any~~ CAASPP assessments, ~~school districts~~ LEAs must meet the following conditions:

(1) The ~~school district~~ LEA has returned all secure test materials, and

(2) The ~~superintendent~~ LEA CAASPP coordinator ~~of each school district~~ has certified the accuracy of the apportionment information report for ~~examinations~~ assessments administered during the ~~calendar~~ school year ~~(January 1 through December 31)~~, which is either;

(A) ~~postmarked~~ transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or

(B) if ~~postmarked~~ transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports ~~postmarked~~ transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began.

NOTE: Authority cited: Sections ~~12001,~~ 33031, ~~and~~ 60605 and 60640, Education Code.

Reference: Sections 60610, 60615, ~~and~~ 60640 and 60641, Education Code.

§ 862.5. Apportionment to ~~School Districts~~ LEAs.

(a) The amount of funding to be apportioned to the ~~school district~~ LEA ~~for the costs of administering the standards-based achievement tests and the primary language test, if any~~, shall be the amount established by the SBE ~~to enable school district to meet the requirements of administering the tests, and the primary language test~~ per the number of tests administered to eligible pupils ~~in grades 2 to 11, inclusive~~, and the number of ~~answer documents returned with only demographic information for~~ pupils enrolled on the first day of testing who were not tested in the ~~school district~~ LEA. The number of tests administered and the number of ~~demographic answer documents~~ pupils not tested shall be determined by the certification of the LEA CAASPP coordinator ~~school district superintendent~~ pursuant to section 862. For purposes of this portion of the apportionment, administration of the ~~standards-based achievement tests and the primary language~~ tests includes the following items:

(1) All staffing costs, including the ~~district STAR~~ LEA CAASPP coordinator and the ~~STAR~~ CAASPP test site coordinators, staff training and other staff expenses related to testing.

(2) All expenses incurred at the ~~school district~~ LEA and school/test site(s) ~~level~~ related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the ~~school district~~ LEA and to ~~nonpublic schools~~ NPSs.

(4) All costs associated with ~~mailing~~ transmitting the ~~STAR Student~~ pupil ~~R~~report(s) to parents/guardians.

(5) All costs associated with ~~pre-identification of answer sheets and consumable test booklets, and other~~ activities intended to provide the complete and accurate data required in section 861 ~~of these regulations~~.

(b) This amount does not include any funding for the purposes of~~:~~ reimbursing any LEA for primary language tests for non-eligible pupils.

~~(1) reimbursing the costs incurred by any school district pursuant to section 864.5(d) or (e); and~~

~~(2) reimbursing any school district for primary language tests for non-eligible pupils.~~

~~(c) If at the time a school district scannable documents are processed by the contractor a student data record is missing any of the data elements required in section 861 of these regulations for the standards-based achievement tests, the school district shall provide the missing data elements within the time required by the contractor to process the documents and meet the contractor's schedule of deliverables under its contract with the CDE. The additional costs incurred by the school district to have the contractor reprocess the student information to acquire the data required by section 861 of these regulations shall be withheld from the school district apportionment.~~

NOTE: Authority cited: Sections ~~12001,~~ 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 60640 and 60643, Education Code.

§ 863. ~~STAR~~ CAASPP ~~Student~~ Pupil Reports and Cumulative Record Labels.

(a) The ~~school district~~ LEA shall forward or transmit ~~the STAR Student Report~~ pupil results for the ~~designated achievement test and standards-based achievement~~ tests conducted ~~and the designated primary language test provided by the contractor(s) to each pupil's test~~ pursuant to Education Code section 60640 to ~~the~~ each pupil's parent or guardian~~,~~ within ~~no more than~~ 20 working days from receipt of the results ~~report~~ from the contractor.

(b) If the ~~school district~~ LEA receives the reports for the ~~designated achievement test and standards-based tests, or the designated primary language~~ tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the ~~school district~~ LEA shall ~~send the pupil results to the parent or guardian by U.S. mail at the parent's or guardian's last known address. If the report is non-deliverable, the school district shall~~ make the report available to the parent or guardian ~~during~~ no later than the first 20 working days of the next school year.

(c) Schools are responsible for maintaining ~~affixing cumulative record labels reporting each~~ pupil's scores ~~to~~ with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 49062, 49068, 60607, 60640, and 60641, ~~and 60607~~, Education Code.

§ 864. ~~Reporting Test Scores~~ LEA Compliance with Contractor Requirements.

~~No aggregate or group scores or reports that are compiled pursuant to Education Code section 60641 or 60643 shall be reported electronically, in hard copy, or in other media, to any party other than the school or school district where the pupils were tested, if the aggregate or group scores or reports are composed of ten or fewer individual pupil scores. In each instance in which no score is reported for this reason, the notation shall appear "The number of pupils in this category is too small for statistical accuracy or privacy protection." In no case shall any group score be reported that would deliberately or inadvertently make the score or performance of any individual pupil identifiable within the meaning of the Family Educational Rights and Privacy Act.~~

(a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.

(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:

(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and

(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

NOTE: Authority cited: Sections ~~12001,~~ 33031, ~~and~~ 60605, 60613 and 60640, Education Code. Reference: Sections 60605, 60610, 60640, 60641 and 60643, Education Code; 20 U.S.C. Section 1232g; and 34 C.F.R. Section 99.3.

§ 864.5. Test Order Information. [REPEALED]

~~(a) The school district shall provide to the contractor(s), for the standards-based achievement tests and the primary language test no later than December 1 of the year immediately prior to the year of test administration, the following data for each test site of the school district, by grade or course level:~~

~~(1) Valid county district school (CDS) codes.~~

~~(2) Number of tests.~~

~~(3) Numbers of special version tests including, but not limited to, Braille and large print.~~

~~(4) Number of Directions for Administration needed, by grade level.~~

~~(5) Number of pupils to be tested with the alternate assessments.~~

~~(6) Number of test examiners for the alternate assessments.~~

~~(7) The first and last date of instruction and all non-instructional days during the school year for each school in the district and all non-working days for the school district.~~

~~(b) The school district shall provide to the contractor for the primary language test the following data:~~

~~(1) Whether or not the district has eligible pupils for the tests.~~

~~(2) For all tests sites in the district with eligible pupils, by grade level, the information in subdivision (a)(1), (2), (3), and (4).~~

~~(3) First date of testing indicating the dates for each administration period.~~

~~(c) Each school district that elects pre-identification of answer documents shall submit an electronic file that includes all of the information required in section 861. The file must be submitted in accordance with the timeline, format, and instructions provided by the contractor(s).~~

~~(d) If the testing materials are lost or destroyed while in the possession of the school district, and the contractor provides the school district with replacement materials, the school district is responsible for the cost of all replacement materials.~~

~~(e) If the school district places an order for tests for any school that is excessive, the school district is responsible for the cost of materials for the difference between the sum of the number of pupil tests submitted for scoring including tests for non-tested pupils and 90 percent of the materials ordered. In no event shall the cost to the school district for replacement or excessive materials exceed the amount per test booklet and accompanying material that is paid to the contractor by the CDE as part of the contract for the current year.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

§ 865. Transportation. [REPEALED]

~~(a) Upon arrival of the test materials at a single location designated by each school district, the district STAR coordinator shall provide the contractor with a signed receipt certifying that all cartons were received.~~

~~(b) The security of the test materials that have been duly delivered to the school district is the sole responsibility of the school district until all test materials have been inventoried, accounted for, and delivered to the common or private carrier designated by the contractor for return to the contractor.~~

~~(c) Secure transportation within a school district is the responsibility of the school district once materials have been duly delivered to the school district. The school district is responsible for secure delivery of test materials to non-public schools.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Section 60640, Education Code.

§ 866. School District Delivery. [REPEALED]

~~(a) No school district shall receive its standards-based achievement test or primary language test materials, if any, more than twenty or fewer than ten working days prior to the first day of testing in the school district. A school district that has not received test materials from the test contractor at least ten working days before the first date of testing in the school district shall notify the test contractor and the CDE on the tenth working day before testing is scheduled to begin that the school district has not received its materials. Deliveries of test materials to single school districts shall use the schedule in section 867.~~

~~(b) A school district and the contractor shall establish a periodic delivery schedule to accommodate all test administration periods within the school district. Any schedule established must conform to sections 866(a) and (b) for each test administration period.~~

~~(c) No school district shall receive its writing test materials more than ten or fewer than five working days before the day on which the writing portion of the English-language arts tests are to be administered.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640, 60642.5 and 60643, Education Code.

§ 867. Test Site Delivery and Return. [REPEALED]

~~(a) No school or other test site shall receive any designated achievement test, standards-based tests, or designated primary language test or related test materials more than ten or fewer than five working days prior to the first day of testing scheduled at the school or test site.~~

~~(b) All testing materials shall be returned to the school district location designated by the district STAR coordinator no more than two working days after testing is completed for each test administration period.~~

~~(c) No school or other test site shall receive any writing test materials more than six or fewer than two working days before the test administration date.~~

~~(d) Writing test materials shall be returned to the district STAR coordinator no more than one day after the day scheduled for makeup testing.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640 and 60642.5, Education Code.

§ 867.5. Retrieval of Materials by Contractor. [REPEALED]

~~(a) The school district shall ensure that designated achievement test, standards-based tests, or designated primary language testing materials are inventoried, packaged, and labeled in accordance with instructions from the contractor, and returned to a single school district location for pickup by the contractor within five working days following completion of testing in the school district and in no event later than five working days after each test administration period.~~

~~(b) School districts shall return all writing tests and test materials to the contractor no more than two working days after the makeup day specified for the writing test.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640, 60642.5 and 60643, Education Code.

§ 868. Discrepancy Resolution for Standards-based Achievement Tests and Any Primary Language Test. [REPEALED]

~~(a) School districts shall process discrepancies determined by the contractor(s) upon receipt of returned tests and test materials pursuant to this subdivision:~~

~~(1) Receipt of a discrepancy notice in writing, via telephone, or via electronic mail by~~

~~the district STAR coordinator for one or more of the following shall require a response from the district STAR coordinator to the contractor within 24 hours.~~

~~(A) A discrepancy between the quantity of tests and test materials shipped to the school district and the number of tests and test materials returned to the contractor from the school district.~~

~~(B) Information on scannable documents or test support materials that is inconsistent, incomplete, or missing, according to criteria established with the CDE.~~

~~(2) The district STAR coordinator shall acknowledge the discrepancy notice via electronic mail, if available in the school district, to the contractor and to the CDE within 24 hours of its receipt via electronic mail.~~

~~(b) The district STAR coordinator shall report any discrepancy in the total amount of the shipment from the contractor within two working days of the receipt of the shipment. If the contractor does not remedy the discrepancy within two working days of the school district report, the school district shall notify the CDE within 24 hours.~~

~~(c) Any discrepancy in a shipment of standards-based achievement tests or test materials or primary language test or test materials received by a test site from the district STAR coordinator shall be reported to the district STAR coordinator immediately but no later than two working days of the receipt of the shipment at the testing site. The district STAR coordinator shall remedy the discrepancy within two working days.~~

~~(d) The district STAR coordinator shall report to the contractor any discrepancy reported by a STAR test site coordinator within three working days of receipt of materials at the test site. If the district STAR coordinator does not have a sufficient supply of tests or test materials to remedy any shortage, the contractor shall remedy the shortage by providing sufficient materials directly to the test site within two working days of the notification by the district STAR coordinator.~~

~~(e) The notices required by this section shall be made by telephone with simultaneous confirmation in writing and by electronic mail.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

1-16-14 [California Department of Education]

Exhibit C

2488 Historic Decatur Road
Suite 200
San Diego, California 92106
(619) 232-3122
Fax (619) 232-3264
www.sashlaw.com

Stutz Artiano Shinoff & Holtz
A Professional Corporation

Arthur M. Palkowitz, Esq.
apalkowitz@sashlaw.com

RECEIVED
February 12, 2015
Commission on State Mandates

February 12, 2015

VIA ELECTRONIC MAIL ONLY

Heather Halsey, Executive Director
COMMISSION ON STATE MANDATES
980 9th Street, Suite 300
Sacramento, CA 95814
Heather.Halsey@csm.ca.gov

Re: California Assessment of Student Performance and Progress (CAASPP, 14-TC-01)

Dear Ms. Halsey:

Please be advised we request Vallejo City Unified School District ("Vallejo") join as a claimant in the aforementioned test claim. Vallejo alleges the following:

1. Vallejo's state mandated costs are from the same statutes and regulations;
2. Vallejo agrees on all issues of the Test Claim;
3. Vallejo's activities and costs stated in their declaration shall be incorporated in the Test Claim; and
4. Vallejo has designated one contact person, same as the other claimants, to act as the resource for information regarding the Test Claim. (CCR §1183.1(f).)

Please find attached to this correspondence Vallejo's Declaration in support of the costs incurred and the new activities mandated that are from the same statutes and regulations included in the Test Claim.

Thank you very much for your cooperation.

Very truly yours,

STUTZ ARTIANO SHINOFF & HOLTZ
A Professional Corporation

Arthur M. Palkowitz, Esq.

AMP:dlk
Attachment

1. TEST CLAIM TITLE

California Assessment of Student Performance and Progress (14-TC-01)

2. CLAIMANT INFORMATION

Vallejo City Unified School District
Name of Local Agency or School District

Ramona Bishop
Claimant Contact

Superintendent
Title

655 Walnut Avenue
Street Address

Vallejo, CA 94592
City, State, Zip

707.556.8921
Telephone Number

Fax Number

RBishop@vallejo.k12.ca.us
E-Mail Address

3. CLAIMANT REPRESENTATIVE INFORMATION

Claimant designates the following person to act as its sole representative in this test claim. All correspondence and communications regarding this claim shall be forwarded to this representative. Any change in representation must be authorized by the claimant in writing, and sent to the Commission on State Mandates.

Arthur M. Palkowitz
Claimant Representative Name

Attorney
Title

Stutz Artiano Shinoff & Holtz, APC
Organization

2488 Historic Decatur Rd., Suite 200
Street Address

San Diego, CA 92106
City, State, Zip

619.232.3122
Telephone Number

619.232.3264
Fax Number

apalkowitz@sashlaw.com
E-Mail Address

For CSM Use Only

Filing Date:

Test Claim #

4. TEST CLAIM STATUTES OR EXECUTIVE ORDERS CITED

Please identify all code sections (include statutes, chapters, and bill numbers) (e.g., Penal Code Section 2045, Statutes 2004, Chapter 54 [AB 290]), regulations (include register number and effective date), and executive orders (include effective date) that impose the alleged mandate.

Statutes of 2013-2014, Chapter 489 (A.B. No. 484), Effective January 1, 2014.

Statutes of 2014-Chapter 32 (S.B. No. 858); Effective June 20, 2014.

Statutes of 2014-Chapter 327 (A.B. No. 1599); Effective September 15, 2014:

Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300 and 99301.

REGULATIONS
California Code of Regulations- July 23, 2014

Title 5 California Code of Regulations § 850-864 inclusive. (Register no. 2014; No. 30; Effective date July 23, 2014)

☐ *Copies of all statutes and executive orders cited are attached.*

Sections 5, 6, and 7 are attached as follows:

5. Written Narrative: pages _____ to _____.
6. Declarations: pages _____ to _____.
7. Documentation: pages _____ to _____.

(Revised 6/2013)

Sections 5, 6, and 7 should be answered on separate sheets of plain 8-1/2 x 11 paper. Each sheet should include the test claim name, the claimant, the section number, and heading at the top of each page.

5. WRITTEN NARRATIVE

Under the heading "5. Written Narrative," please identify the specific sections of statutes or executive orders alleged to contain a mandate.

Include a statement that actual and/or estimated costs resulting from the alleged mandate exceeds one thousand dollars ($1,000), and include all of the following elements for each statute or executive order alleged:

(A) A detailed description of the new activities and costs that arise from the mandate.

(B) A detailed description of existing activities and costs that are modified by the mandate.

(C) The actual increased costs incurred by the claimant during the fiscal year for which the claim was filed to implement the alleged mandate.

(D) The actual or estimated annual costs that will be incurred by the claimant to implement the alleged mandate during the fiscal year immediately following the fiscal year for which the claim was filed.

(E) A statewide cost estimate of increased costs that all local agencies or school districts will incur to implement the alleged mandate during the fiscal year immediately following the fiscal year for which the claim was filed.

(F) Identification of all of the following funding sources available for this program:
- (i) Dedicated state funds
- (ii) Dedicated federal funds
- (iii) Other nonlocal agency funds
- (iv) The local agency's general purpose funds
- (v) Fee authority to offset costs

(G) Identification of prior mandate determinations made by the Board of Control or the Commission on State Mandates that may be related to the alleged mandate.

(H) Identification of a legislatively determined mandate pursuant to Government Code section 17573 that is on the same statute or executive order.

6. DECLARATIONS

Under the heading "6. Declarations," support the written narrative with declarations that:

(A) declare actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate;

(B) identify all local, state, or federal funds, and fee authority that may be used to offset the increased costs that will be incurred by the claimant to implement the alleged mandate, including direct and indirect costs;

(C) describe new activities performed to implement specified provisions of the new statute or executive order alleged to impose a reimbursable state-mandated program (specific references shall be made to chapters, articles, sections, or page numbers alleged to impose a reimbursable state-mandated program);

(D) If applicable, describe the period of reimbursement and payments received for full reimbursement of costs for a legislatively determined mandate pursuant to Section 17573, and the authority to file a test claim pursuant to paragraph (1) of Section17574(c).

(E) are signed under penalty of perjury, based on the declarant's personal knowledge, information or belief, by persons who are authorized and competent to do so.

7. DOCUMENTATION

Under the heading "7. Documention, " support the written narrative with copies of all of the following:

(A) the test claim statute that includes the bill number alleged to impose or impact a mandate; and/or

(B) the executive order, identified by its effective date, alleged to impose or impact a mandate; and

(C) relevant portions of state constitutional provisions, federal statutes, and executive orders that may impact the alleged mandate; and

(D) administrative decisions and court decisions cited in the narrative. Published court decisions arising from a state mandate determination by the Board of Control or the Commission are exempt from this requirement; and

(E) statutes, chapters of original legislatively determined mandate and any amendments.

8. CLAIM CERTIFICATION

*Read, sign, and date this section and insert at the end of the test claim submission.**

This test claim alleges the existence of a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution and Government Code section 17514. I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this test claim submission is true and complete to the best of my own knowledge or information or belief.

Ramona Bishop
Print or Type Name of Authorized Local Agency or School District Official

Superintendent, Vallejo City Unified School Dis.
Print or Type Title

Signature of Authorized Local Agency or School District Official

2/11/15
Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the test claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

SECTION NUMBER: 6
Heading: DECLARATION

I, Ramona Bishop, Superintendent for the Vallejo City Unified School District, declare as follows:

Section A. The actual or estimated increased costs that will be incurred by the claimant to implement the alleged mandate.

It is estimated the increased costs that will be incurred by the claimant Vallejo City Unified School District to implement the alleged mandate is as follows:

	2013-2014 Actual Costs	2014-2015 Est. Costs
Device Costs Include all costs that were incurred from purchasing devices for administrators, teachers, staff, and student (SEAC compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks)	$542,171.62I laptop carts $75,600.31 lab	$543,653.22 laptop carts $86,400.00 lab
Bandwidth Costs Include all costs that were incurred from installing and/or updating hardware and software to meet district connectivity and Internet speed requirements	$ N/A	$ N/A
Accessories Include all costs that were incurred from purchasing computer and tablet peripherals such as ear buds, mice keyboards, etc. for administrators, teachers, staff, and student in order to properly administer the assessment	$3,122.97 mice $23,897.50 Headsets	$3,747.00 mice $7,980.00 Headsets
Miscellaneous Include all costs that were incurred from purchasing miscellaneous items such as asset tags, packing supplies, testing furniture, etc.	$7,541.41 Furniture	$ N/A
Staff Time Include all costs that were incurred from training administrators, teachers, and staff to administer the assessment and use the devices, hardware, and software; training administrators, teachers, and staff to help students use the devices, hardware, and software; hiring additional	$ N/A	$ $6,243.69

employees and/or directing employees to install the necessary hardware and software		
TOTAL	$652,333.81	$648,023.91

Section B. Identify all local, state, or federal funds, and fee authority that may be used to offset the increased costs that will be incurred by the claimant to implement the alleged mandate, including direct and indirect costs:

Common Core Implementation Block Grant

Section C. Describe new activities performed to implement specified provisions of the new statute or executive order alleged to impose a reimbursable state-mandated program (specific references shall be made to chapters, articles, sections or page numbers alleged to impose a reimbursable state mandated program):

1. Statutes 2013-2014 Chapter 489 (A.B. No. 484); Sections 3, 5, 9, 12, 15, 16, 28, 28.5.
2. Statutes 2014 Chapter 32 (S.B. No. 858); Sections 49.
3. Statutes 2014 Chapter 327 (A.B. No. 1599); Sections 17, 18, 19, 22, 24, 26.
4. Title 5, California Code of Regulations Sections 850-864.

New Activities

1. Administration of the achievement tests (Smarter Balanced Field Tests, California Standard Test (CST), CMA, CAPA, California Measurement of Academic Performance and Progress for the 21st Century (CalMAPP21), California Assessment of Student Performance and Progress (CAASPP), a consortium summative assessment in English language arts and mathematics to all pupils in grades 3 through 8, inclusive. For grades 9 and 10 students selected for the scientific sample are/were expected to participate. In grade 11 all students selected for the scientific sample are expected to participate. (Ed. Code, §§ 60640, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851, 852, subd. (b), 853, and 855.)

2. For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code § 60640(f)(2). (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(1).)

3. For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. (Cal. Code Regs., tit. 5, §§ 855, subd. (a)(2).)

4. Science grade level assessments in grades 5, 8, and 10 that measure content standards adopted pursuant to Section 60605, until a successor assessment is implemented pursuant to subparagraph (B). (Cal. Educ. Code § 60640)

5. In the 2014-15 school year, the CAASPP tests pursuant to Education Code section 60640(b) shall be administered to each pupil during the following testing windows: Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(1).)

6. For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing. (Cal. Code Regs., tit. 5, §§ 855, subd. (b)(2).)

7. The CST and CMA for science in grades 5, 8, and 10, and CAPA, or its successor alternate assessment, for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during the same window. (Ed. Code, §§ 60640, Cal. Code Regs., tit. 5, §§ 855, subd. (b)(3).)

8. The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded. (Cal. Code Regs., tit. 5, §§ 855, subd. (c).)

9. Administration of the assessments in English language arts and mathematics shall occur in 2014-15 school year. (Ed. Code, §§ 60648.5, subds. (b-h, k), 60641, subd. (a); Cal. Code Regs., tit. 5, §§ 851, 852, subd. (b), 853, and 855.)

10. LEAs shall make arrangements for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs. (Cal. Code Regs. tit. 5, § 851.)

11. Administration of an additional test to pupils of limited English proficiency who are enrolled in grades 2 through 11, if the pupil was initially enrolled in any school district less than 12 months before the date that the English language test was given. (Ed. Code, § 60640, subd. (g); Cal. Code Regs., tit. 5, § 851, subd. (a).)

12. Exemption of pupils from the CAASSP Program tests upon request of their parent or guardian. (Ed. Code, §§ 60615, 60640, subd. (j); Cal. Code Regs., tit. 5, § 852, subd. (a).)

13. Exemption from testing for pupils if the pupil's individualized education program has an exemption provision. (Ed. Code, § 60640, subds. (e), (j); Cal. Code Regs., tit. 5, § 852, subd. (b).)

14. Determination of the appropriate grade level test for each pupil in a special education program. (Cal. Code Regs., tit. 5, § 852, subd. (b).)

15. Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604. (Cal. Code Regs., tit. 5, § 852, subd. (a).)

16. All pupils shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;
(2) calculator for specific mathematic items;
(3) digital notepad for reading, writing, listening, and mathematics;
(4) English dictionary for writing (ELA-performance task - pupil long essay(s) not short paragraph responses);
(5) English glossary for reading, writing, listening, and mathematics;
(6) expandable passages for reading, writing, listening, and mathematics;
(7) global notes for writing (ELA-performance task - pupils long essay(s) not short paragraph responses);
(8) highlighter for reading, writing, listening, and mathematics;
(9) keyboard navigation for reading, writing, listening, and mathematics;
(10) mark for review for reading, writing, listening, and mathematics;
(11) math tools for specific mathematics items;
(12) spell check for specific writing items;
(13) strikethrough for reading, writing, listening, and mathematics;
(14) writing tools for specific pupil generated responses; or
(15) zoom for reading, writing, listening, and mathematics. (Cal. Code Regs., tit. 5, § 853.5 (a)(1-15).)

17. All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) breaks;
(2) English dictionary for ELA performance task - pupil long essay(s) not short paragraph responses;
(3) scratch paper;
(4) thesaurus for ELA performance task - pupil long essay(s) not short paragraph responses;
(5) color overlay for science and primary language test;
(6) math tools (i.e., ruler, protractor) for specific mathematics items;
(7) simplify or clarify test administration directions (does not apply to test questions); or
(8) pupil marks in paper-pencil test booklet (other than responses including highlighting). (Cal. Code Regs., tit. 5, § 853.5 (b)(1-8).)

18. All pupils shall be permitted the following embedded designated supports when determined for use by an educator or group of educators or specified in a pupil's IEP or

Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) color contrast for reading, writing, listening, and mathematics;
(2) masking for reading, writing, listening, and mathematics;
(3) text-to-speech for writing, listening, mathematics, and reading items but not reading passages;
(4) translated test directions for mathematics;
(5) translations (glossary) for mathematics;
(6) translations (stacked) for mathematics; or
(7) turn off any universal tool for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (c)(1-7).)

19. All pupils shall be permitted the following non-embedded designated supports when determined for use by an educator or a group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;
(2) bilingual dictionary for writing;
(3) access to translation glossaries/word lists for science and primary language test;
(4) color contrast for reading, writing, listening, and mathematics;
(5) color overlay for reading, writing, listening, and mathematics;
(6) magnification;
(7) read aloud for writing, listening, mathematics, and reading items but not reading passages;
(8) scribe for reading, listening, and mathematics;
(9) separate setting;
(10) translations (glossary) for mathematics; (only for consortium-provided glossaries that correspond to the embedded designated supports in subdivision (c)).
(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones);
(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture;
(13) translations (glossary) for science and primary language test; or
(14) administration of the test at the most beneficial time of day for the pupil.
(Cal. Code Regs., tit. 5, § 853.5 (d)(1-14).)

20. The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:

(1) American Sign Language for listening and mathematics;
(2) Braille for reading, writing, listening, and mathematics;
(3) closed captioning for listening;
(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11; or
(5) streamlining for reading, writing, listening, and mathematics.
(Cal. Code Regs., tit. 5, § 853.5 (e)(1-5).)

21. The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:

(1) read aloud for primary language test;
(2) American Sign Language for listening, mathematics, and science;
(3) Braille for paper-pencil tests;
(4) Abacus for mathematics and science;
(5) Alternate Response Options for reading, writing, listening, and mathematics;
(6) Calculator for specific mathematics items;
(7) Multiplication Table for mathematics beginning in grade 4;
(8) Print on Demand for reading, writing, listening, and mathematics;.
(9) Read Aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate Braille skills;
(10) Scribe for writing, science, and primary language test;
(11) Speech-to-Text; or
(12) Large-Print version of a paper-pencil test.
(Cal. Code Regs., tit. 5, § 853.5 (f)(1-7).)

22. A LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an individualized aid. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:

(1) LEA name and CDS code;
(2) school/test site and school code;

(3) school/test site address, city, and zip code;
(4) LEA CAASPP coordinator name, phone number, and email address;
(5) CAASPP test site coordinator name, phone number, and email address;
(6) school/test site testing window dates;
(7) SSID(s) for the pupil(s) for which the individualized aid is being requested;
(8) CAASPP test and grade; and
(9) the individualized aid being requested.
(Cal. Code Regs., tit. 5, § 853.5 (g)(1-7).)

23. Individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded individualized aids have been determined to change the construct being measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:

(1) English dictionary for reading, listening, mathematics, science, and primary language;
(2) Thesaurus for reading, listening, mathematics, science and primary language;
(3) Translated Test Directions for reading, writing, or listening;
(4) Bilingual Dictionary for reading, listening, mathematics, science and primary language;
(5) Translations (glossary) for reading, writing, and listening;
(6) Read aloud for reading passages in grades 3, 4, and 5;
(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;
(8) Calculator for non-specified mathematics items or science;
(9) Math tools (i.e., ruler, protractor) for non-specified mathematics items; and
(10) Multiplication Table for mathematics in grade 3.
(Cal. Code Regs., tit. 5, § 853.5 (h)(1-7).)

24. If a consortium (in which California is a participant) approves of a universal tool(s), designated support(s), and/or accommodation(s) not listed in subdivisions (a) through (f), the CDE shall allow its use. (Cal. Code Regs., tit. 5, § 853.5 (h).)

25. Designation of a CAASPP district coordinator. (Cal. Code Regs., tit. 5, §§ 857-859.)

26. On or before September 30 of each school year, the superintendent of each LEA shall:

(1) designate from among the employees of the LEA an LEA CAASPP coordinator;
(2) identify school(s) with pupils unable to access the CBA version of a CAASPP test(s) in accordance with Education Code section 60640(e); and
(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBA version of a CAASPP test. (Cal. Code Regs. tit. 5, § 857 (a)(3).)

27. The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 30 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system. (Cal. Code Regs. tit. 5, § 857 (b).)

28. The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium. The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site. (Cal. Code Regs. tit. 5, § 857 (c)(d)(e).)

29. Designation of a CAASPP test site coordinator at each test site. (Cal. Code Regs., tit. 5, §§ 857-859.)

30. At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be available to the LEA CAASPP coordinator by telephone through September 30 of the

following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. (Cal. Code Regs. tit. 5, § 858 (a).)

31. The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests. (Cal. Code Regs. tit. 5, § 858 (b).)

32. The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes. (Cal. Code Regs. tit. 5, § 858 (c).)

33. All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the CAASPP Test Security Agreement, before receiving any of the test materials or tests administered pursuant to Education Code section 60640 and perform all the tasks included in the agreement. (Cal. Code Regs. tit. 5, § 859.)

34. Inclusion of Program test results in each pupil's record of accomplishment. (Ed. Code, §§ 60607, subd. (a), 60641, subd. (a).)

35. Submission of a report on all program and demographic pupil data to the Superintendent of Public Instruction or CDE. (Cal. Code Regs., tit. 5, § 861.)

36. Submission to the State Department of Education information the Department deems necessary, including but not limited to, all program and pupil data, to permit the Superintendent of Public Instruction to prepare a report analyzing, on a school-by-school basis, the results and test scores of the Program. (Cal. Code Regs., tit. 5, § 861.)

37. Administration of the tests includes the following items:

(1) All staffing costs, including the LEA CAASPP coordinator and the CAASPP test site coordinators, staff training and other staff expenses related to testing.
(2) All expenses incurred at the LEA and school/test site(s) related to testing.
(3) All transportation costs of delivering and retrieving tests and test materials within the LEA and to NPSs.
(4) All costs associated with transmitting the pupil report(s) to parents/guardians.

(5) All costs associated with activities intended to provide the complete and accurate data required in section 861.(b) This amount does not include any funding for the purposes of reimbursing any LEA for primary language tests for non-eligible pupils. (Cal. Code Regs. tit. 5, § 862.5.)

38. Reporting of individual program test results in writing to each pupil's parent or guardian and to the pupil's school and teachers as well as maintaining the pupil's scores with the pupil's permanent school records. (Ed. Code, § 60641, subds. (a; b); Cal. Code Regs., tit. 5, § 863.)

39. Reporting of district-wide, school-level, and class-level results to the school district's governing board or county office of education. (Ed. Code, § 60641.)

40. LEAs shall comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test. (Cal. Code Regs., tit. 5, § 864.)

41. Provide grade 11 assessments to pupils, parents or legal guardians. (Ed. Code, § 60641, subd. (e).);

42. Provide interim and formative assessment tools for kindergarten and grades 1-12. (Ed. Code, § 60642.6.);

43. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take. (Education Code 60607; Cal. Code Regs., tit. 5, § 863)

Additional Activities
CA LEGIS 327 (2014)(A.B. 1599)

44. Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of

the California Assessment of Student Performance and Progress (CAASPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course examinations he or she has taken, and the vocational education certification examinations he or she chose to take. (Education Code 60607)

45. A pupil or his or her parent or guardian may authorize the release of pupil results or a record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission and the results of an individual pupil on the CAASPP may be released to a postsecondary educational institution for the purpose of credit, placement, or admission. (Education Code 60607)

46. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the California Assessment of Student Performance and Progress (CAASPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards. The districtwide, school-level, and grade-level results of the CAASPP in each of the grades designated pursuant to Section 60640, but not the score or relative position of any individually ascertainable pupil, shall be reported to the governing board of the school district at a regularly scheduled meeting, and the countywide, school-level, and grade-level results for classes and programs under the jurisdiction of the county office of education shall be similarly reported to the county board of education at a regularly scheduled meeting. Aggregated, disaggregated, or group scores or reports that include the results of the CAASPP assessments, inclusive of the reports developed pursuant to Section 60630, shall not be publicly reported to any party other than the school or local educational agency where the pupils were tested, if the aggregated, disaggregated, or group scores or reports are comprised of 10 or fewer individual pupil assessment results. (Education Code 60641)

47. A local educational agency shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the California Assessment of Student Performance and Progress. (Education Code 60643.6)

48. The test or series of tests developed or acquired pursuant to subdivision (a) shall have sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills. Pupils in kindergarten and grade 1 shall be assessed in English listening and speaking, and, once an assessment is developed, early literacy skills. The early literacy assessment shall be administered for a period of four years beginning after the initial administration of the assessment or until July 1, 2017, whichever occurs last. (Education Code 60643.6)

49. Training and review of the CAASSP Program requirements as outlined in the test claim legislation and regulations by school district staff.

50. Developing and implementation of internal policies, training, procedures and forms relating to the administration of the CAASPP Program. Developing internal policies, procedures, and forms to implement the CAASP. (One-time)

51. In California, all students in grades 3 through 8 and 11 will participate in the 2015 Smarter Balanced tests, which include both ELA and mathematics content areas. These tests are administered online.

52. In 2015 the CSTs in Science are to be administered to students in grades 5, 8, and 10.

53. In 2015 the CMA for Science tests are to be administered to students in grades 5, 8, and 10 who have an individualized education program (IEP).

54. In 2015 the CAPA for Science tests are individually administered performance assessments for students in grades 5, 8, and 10 who have significant cognitive disabilities and who are unable to take either the CSTs even with accommodations or modifications or the CMA with accommodations.

55. In 2015 the STS are multiple-choice tests that allow Spanish-speaking English learners in grades 2 through 11 to demonstrate their knowledge of the California content standards by taking a reading/language arts (RLA) assessment in their primary language.

Section D.

Not Applicable.

Section E.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: February 9, 2015

RAMONA BISHOP, ED.D, SUPERINTENDENT OF SCHOOLS, VALLEJO CITY UNIFIED SCHOOL DISTRICT

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Yolo and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 18, 2015, I served the:

> **Vallejo City Unified School District Request to Join Test Claim; and Notice of Addition of Co-Claimant**
>
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301; Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858); Statutes 2014, Chapter 327 (AB 1599);
> California Code of Regulations, Title 5, Section 850 through 864, inclusive; (Register 2014, No. 30; Effective Date: July 23, 2014)
>
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 18, 2015 at Sacramento, California.

Jason Hone
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/18/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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RECEIVED
February 13, 2015
Commission on State Mandates

February 13, 2015

Ms. Heather Halsey
Executive Director
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, California 95814

Dear Ms. Halsey:

As requested in your Notice of Complete Test Claim Filing and Schedule for Comments for the California Assessment of Student Performance and Progress (CAASPP) Test Claim (14-TC-01) related to reimbursable state mandated costs submitted by the Santa Ana Unified, Porterville Unified, Plumas Unified School Districts, and the Plumas County Office of Education (Claimants), the Department of Finance (Finance) has reviewed the test claim and respectfully asserts that the claim is not a reimbursable state mandate for the following reasons:

A. The No Child Left Behind Act (NCLB) is a federal mandate; therefore administering the CAASPP System is not a state mandate because it is required to ensure California's compliance with NCLB.

B. The CAASPP System replaced the Standardized Testing and Reporting (STAR) Program. The Commission has previously denied similar claims relating to the administration of the STAR Program, concluding that the test claim statutes and regulations did not impose a reimbursable state-mandated program on school districts because the state has appropriated state and federal funds sufficient to pay for the costs of the claimed activities that were beyond those activities necessary to implement the testing requirements of federal law.

Background

The State Board of Education (SBE) adopted common core state standards in English language arts and mathematics on August 2, 2010, creating a need to replace STAR with the CAASPP System, which is aligned to the standards. In June 2011, California joined the Smarter Balanced Assessment Consortium (SBAC) to develop assessments aligned to the common core standards that will be operational in Spring 2015. Unlike the STAR tests, the SBAC assessments are computer-adaptive. However, Chapter 489, Statutes of 2013 (AB 484) authorizes schools to administer any computer-based CAASPP assessments on paper for up to three years after a new operational test is first administered.

NCLB is a Federal mandate, and therefore, CAASPP is not a state mandate

Regarding activities associated with administering the CAASPP System, we reiterate comments previously submitted as part of the proceedings for the STAR test claim (Case No.

04-RL-9723-01), in which Finance, the California Department of Education, and the Legislative Analyst's Office concluded that NCLB is a federal mandate, and therefore the STAR program could not be found to be a state mandate because it is required to comply with NCLB. We support a similar conclusion for the CAASPP System based on the following significant points:

1. Chapter 489, Statutes of 2013 repealed STAR and replaced it with the CAASPP System; therefore, CAASPP should not be considered a new program. Prior to NCLB, the federal Title I program provisions under the Improving America's Schools Act (IASA) of 1994 required statewide systems of assessment and accountability for schools and districts receiving Title I funds. Assessment requirements contained in the IASA included: (1) the testing of all students in each of three grade spans (grades 3 through 5, 6 through 9, and 10 through 12); (2) the provision of reasonable adaptations and accommodations for students with special learning needs; and (3) the provision of individual student assessment results to parents.

   The NCLB replaced the IASA in 2002, and required states to develop a system of assessments that meet specific criteria. Pursuant to Section 1111 of NCLB, each state is required to implement a single, statewide accountability system based on academic standards and academic assessments to assess the yearly progress of "*all* public elementary and secondary school students." NCLB also specifically requires annual testing in mathematics and reading in grades 3 through 8 and once in grades 9 through 12. States also must begin to assess students specifically in science beginning in 2007-08. Without such a system, a state would jeopardize the receipt of federal NCLB funds.

   We therefore assert CAASPP is a federal mandate, as defined in Government Code Section 17513 ("...where failure to enact that law or regulation to meet specific federal program or service requirements imposed upon the state would result in substantial monetary penalties or loss of funds to public or private persons in the state whether the federal law was enacted before or after the enactment of the state law, regulation, or executive order") and subsection (c) of Government Code Section 17556 ("The statute or executive order imposes a requirement that is mandated by a federal law or regulation and results in costs mandated by the federal government, unless the statute or executive order mandates costs that exceed the mandate in that federal law or regulation. This subdivision applies regardless of whether the federal law or regulation was enacted or adopted prior to or after the date on which the state statute or executive order was enacted or issued").

2. Federal Title I and VI funds are provided for purposes of the CAASPP System. Under Title I NCLB, "Improving the Academic Achievement of the Disadvantaged", Section 1111(a)(1) provides the following: "*For any State desiring to receive a grant (Title I) under this part, the State education agency shall submit to the Secretary a plan*, developed by the State educational agency, in consultation with local educational agencies, teachers, principals, pupil services personnel, administrators (including administrators of programs described in other parts of this title), other staff, and parents, *that satisfies the requirements of this section...*" This section includes a provision (1111(b)(2)(A)) that requires states to establish a single statewide assessment and accountability system for all public school students. In addition, Section 1111(b)(2)(A)(i) requires that each state accountability system "be based on academic standards and academic assessments." Further, Section 1111(b)(2)(B) requires each state to

demonstrate what constitutes adequate yearly progress of the State, and of all public elementary schools, secondary schools, and local educational agencies in the State, based on those academic assessments. Finally, Section 1002(a) provides appropriations to local educational agencies for the purpose of carrying out Part A of Title I, which covers the aforementioned sections and requirements *and does not allow their expenditure for any other purpose*. Therefore, Title I funds are clearly provided for school districts for the CAASPP System, which is the central element of the State's assessment and accountability system used to satisfy the federal requirements under NCLB. Without the program, the State would not be in compliance with federal law and would jeopardize its receipt of federal Title I funds.

Under Title VI of NCLB, titled "Flexibility and Accountability", Section 6111 provides that the grants be available for states to enable them to "pay the costs of the development of the additional State assessments and standards required by section 1111(b)", which is referenced above under Title I. Section 6111 also provides that the grants be available, "...if a State has developed the assessments and standards required by section 1111(b), to administer those assessments or to carry out other activities described in this subpart and other activities related to ensuring that the State's schools and local educational agencies are held accountable for results." Similar to that of Title I, school districts clearly are provided federal Title VI funds for the CAASPP System.

Should the Commission disagree with our belief that CAASPP is a federal mandate, the following items and provisions of the 2014 Budget Act explicitly require the offset of state-mandated reimbursable costs for the CAASPP System (Chapter 489 of the Statutes of 2013):

Provision 7 of Item 6110-113-0001, which contains the $126.8 million General Fund local assistance appropriation for state assessments, reads:

"7. Funds provided to local educational agencies from Schedules (2), (3), (4), (5), (6), (7), and (8) shall first be used to offset any state-mandated reimbursable costs within the meaning of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the remaining costs of the STAR 2013–14 test administration, the California English Language Development Test, the California High School Exit Examination, and the statewide pupil assessment system established pursuant to ***Chapter 489 of the Statutes of 2013***. Local educational agencies receiving funding from these schedules shall reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them from these schedules."

Provision 6 of Item 6110-113-0890, which contains the $22.7 million Federal Trust Fund local assistance appropriations for Title VI monies, reads:

"6. Funds provided to local educational agencies from Schedules (2), (3), and (5) shall first be used to offset any state-mandated reimbursable cost, within the meaning of subdivision (e) of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the statewide pupil assessment system established pursuant to ***Chapter 489 of the Statutes of 2013***, the California English Language Development Test, the California High School Exit Exam, and the California Alternate Performance Assessment. Local educational agencies

receiving funding from these schedules shall reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them from these schedules."

These appropriations provide sufficient funds to specifically cover the costs of the CAASPP System and should result in no costs mandated by the state pursuant to Government Code section 17556(e).

The Commission has previously denied claims with similar activities (05-TC-02, 05-TC-03, and 08-TC-06) on the basis that STAR did not impose a reimbursable state-mandated program on school districts

The CAASPP System replaced the STAR Program, which required school districts, between March 15 and May 15 each year, to test all students in grades 2 through 11 with a nationally normed achievement test designated by the State Board of Education.

On December 6, 2013, the Commission adopted a statement of decision to deny the STAR program test claims that sought reimbursement for activities that were similar to those being claimed here for the CAASPP System. The Commission found that the test claim statutes and regulations did not impose a reimbursable state-mandated program, stating "...the state has appropriated state and federal funds sufficient to pay for the costs of the new required activities. This funding, by law, 'shall first be used' to offset costs that may be claimed through the state mandates reimbursement process for the STAR program and there is no evidence in the record of increased costs mandated by the state beyond the funding appropriated to school districts. Thus, there are no costs mandated by the state pursuant to Government Code section 17556(e)." We respectfully urge the Commission to make a similar determination in this case.

The following activities were previously denied by the Commission relating to STAR Program and are now being cited as new activities and costs relating to the CAASPP System:

- Review the requirements in statute and regulations regarding CAASPP.
- Train and hire administrators, teachers, and other school district personnel on the requirements and administration relating to the CAASPP program, including test administration and reporting requirements, and training.
- Administer the tests for the CAASPP program, including determining school district and test site test and materials needs; purchasing testing materials; collecting CAASPP Test Security Agreements from every person who has access to tests; maintaining security over test materials and test data; submitting pupil demographic information; staff time of teachers, classroom aides, exam proctors and other school district personnel in administering the tests to pupils.
- Maintain individual records of the tests in pupil records.
- Report the individual results of the CAASPP Program tests to the pupils' parents or guardians, to the pupils' schools, and the pupils' teachers, including preparation and mailing of reports.
- Report the results of the CAASPP Program tests and the tests to the school district governing board on a districtwide and school-by school basis.

- Submit whatever information the State Department of Education deems necessary to permit the State Superintendent of Public Instruction to prepare reports on the CAASPP Program.

- Process requests for exemption from testing filed by parents and guardians.

- Review the IEPs of children with disabilities to determine if the IEPs contain an express exemption from testing. Determine the appropriate grade level test for special education pupils and to provide appropriate testing adaptations and accommodations for these pupils.

We argue that legislation and regulations governing the implementation of the CAASPP System have not imposed a new program or higher level of service on school districts because the law in effect prior to the enactment of the test claim legislation required the administration of achievement tests.

Offsetting Funds

If the Commission, despite our strong arguments above, finds that the activities and costs included in this test claim are reimbursable, we argue that in addition to the funding sources mentioned above, the following funding sources should be considered offsetting.

The 2013 Budget Act appropriated $1.25 billion in common core state standards implementation funds to help with teacher training, instructional materials, and technology upgrades. As previously mentioned, the CAASPP System replaced STAR as California's assessment system aligned to the new standards. The 2013 Budget Act appropriation included expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments. Specifically, Chapter 48 of the Statutes of 2013 specifies in part:

> "SEC. 85. (a) (1) The sum of one billion two hundred fifty million dollars ($1,250,000,000) is hereby appropriated from the General Fund to the Superintendent of Public Instruction for transfer to Section A of the State School Fund...
> (2) It is the intent of the Legislature that school districts, county offices of education, charter schools, and the state special schools use funds...to support the integration of academic content standards in instruction adopted...for purposes of establishing high-quality instructional programs for all pupils...
> (d) A school district, county office of education, charter school, or state special school shall expend funds allocated pursuant to this section for any of the following purposes:
> (1) Professional development for teachers, administrators, and paraprofessional educators or other classified employees involved in the direct instruction of pupils that is aligned to the academic content standards adopted pursuant to Sections 60605.8, 60605.11, 60605.85, and 60811.3 of the Education Code.
> (2) Instructional materials aligned to the academic content standards adopted pursuant to Sections 60605.8, 60605.85, 60605.11, and 60811.3 of the Education Code, including, but not limited to, supplemental instructional materials as provided in Sections 60605.86, 60605.87, and 60605.88 of the Education Code.
> ***(3) Integration of these academic content standards through technology-based instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the***

> ***administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments."***

The 2014 Budget Act provided approximately $400.5 million in one-time funds for outstanding mandate claims, however, after satisfying any outstanding mandate claims the funds could be used for any one-time purpose determined by a local educational agency's (LEA's) governing board, including technology infrastructure. This total amount of funding is found in Chapter 32 of the Statutes of 2014 and the 2014 Budget Act.

Specifically, Chapter 32 of the Statutes of 2014 specifies:

> "SEC. 52. 17581.8. (a) (1) The sum of two hundred eighty-seven million one hundred forty-nine thousand dollars ($287,149,000) is hereby appropriated from the General Fund to the Superintendent of Public Instruction for allocation to school districts in the manner, and for the purposes, set forth in this section...
>
> (b) (1) The Superintendent of Public Instruction shall allocate the funds appropriated pursuant to paragraph (1) of subdivision (a), and the funds appropriated for purposes of this section pursuant to Item 6110-488 of the Budget Act of 2014, to school districts on the basis of an equal amount per unit of regular average daily attendance, as those numbers are reported at the time of the second principal apportionment for the 2013–14 fiscal year.
>
> (c) Allocations made pursuant to this section shall first satisfy any outstanding claims pursuant to Section 6 of Article XIII B of the California Constitution for reimbursement of state-mandated local program costs for any fiscal year...
>
> (d) (1) The governing board of a school district or community college district may expend funds received pursuant to this section for any one-time purpose, as determined by the governing board.
>
> (2) It is the intent of the Legislature that school districts will prioritize the use of these one-time funds for professional development, instructional materials, ***technology infrastructure***, and any other investments necessary to support implementation of the common core standards in English language arts and mathematics, the implementation of English language development standards, and the implementation of the Next Generation Science standards."

Provision 7 of Item 6110-488 of the 2014 Budget Act specifies:

> "The sum of $113,351,000 is hereby reappropriated to the State Department of Education for transfer by the Controller to Section A of the State School Fund for allocation by the Superintendent of Public Instruction to school districts, county offices of education, and charter schools in proportion to their average daily attendance reported as of the second principal apportionment for the 2013–14 fiscal year, ***for the purposes specified in subdivisions (c) and (d) of Section 17581.8 of the Government Code***, and in augmentation of the funds provided in subdivision (a) of Section 17581.8 of the Government Code."

Additionally, the 2014 Budget Act included $26.7 million to address broadband infrastructure needs. These funds are intended to help schools enhance their network connectivity so that they can successfully administer computer-based assessments. Specifically, Provision 2 of Item 6110-182-0001 of the 2014 Budget Act specifies:

> "2. ...$26,689,000 is reappropriated with one-time Proposition 98 General Fund savings in Provision 6 of Item 6110-488 to support ***network connectivity infrastructure grants*** and completion of a statewide report of network connectivity infrastructure by the K–12 High-Speed Network in consultation with the Department of Education and State Board of Education."

Technology Costs

Apart from utilizing technology for assessment purposes, schools are naturally compelled to invest in technology to adapt instructional delivery and student learning for the 21st century. We believe the claimants have the burden to show that any costs cited under this test claim were incurred solely to accommodate the CAASPP System, and not in part for other education or instructional purposes. Specifically, the claimants are seeking reimbursement for purchasing student devices, software, testing furniture, bandwidth improvements, and computer and tablet accessories, such as ear buds, mice, and keyboards. The claimants are also seeking reimbursement for staff training on the operation of the new devices purchased. If the claimants cannot clearly demonstrate that the items purchased are being used solely for the CAASPP System, and do not exceed the minimum technological needs therein after making all other reasonable accommodations, we believe that the costs should not be reimbursable. Further, we argue that technology training should be considered part of the ongoing professional development already provided to staff and should not be reimbursable.

We also note that Chapter 489, Statutes of 2013 authorizes schools to administer any computer-based CAASPP assessments on paper for up to three years after a new operational test is first administered. As a result, schools are not required to use a computer to administer the CAASPP System until the 2016-17 school year. We argue that any costs incurred before the 2016-17 school year should not be reimbursable because the claimants could have accommodated the CAASPP System through the accommodations provided through statute.

If you have any questions regarding this letter, please contact Ian Johnson, Principal Program Budget Analyst for the Department of Finance at (916) 445-0328.

Sincerely,

CHRISTOPHER LIEF
Assistant Program Budget Manager

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 13, 2015, I served the:

DOF Comments
California Assessment of Student Performance and Progress (CAASPP), 14-TC-01
Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858);
Statutes 2014, Chapter 327 (AB 1599);
California Code of Regulations, Title 5, Section 850 through 864, inclusive;
(Register 2014, No. 30; Effective Date: July 23, 2014)
Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 13, 2015 at Sacramento, California.

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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/13/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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February 12, 2015
Commission on
State Mandates

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January 30, 2015

15-28

Commission on State Mandates
960 Ninth St.
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Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of the Orange County Board of Education, ("District"), I, Ronald D. Wenkart, General Counsel, submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my District estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Hire new staff
- Repurpose existing staff time for CAASPP tasks such as administering the assessment, training students use the devices, hardware, and software, etc.
- Provide additional training for staff in the areas of software/hardware, test administration, etc.
- Purchase new hardware for pupils or staff such as SEAC compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks, etc.
- Purchase new technology accessories such as ear buds, mice, keyboards, etc.
- Purchase new software
- Purchase new technology infrastructure such as routers, servers, etc.

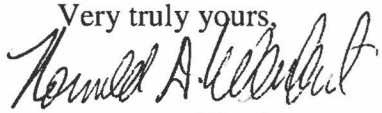
- Upgrade the District's bandwidth capability
- Educate district students and families regarding CAASPP requirements and impact

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Article XIII B, Section 6 of the California Constitution states that "[w]henever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (*County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Very truly yours,



Ronald D. Wenkart
General Counsel

RDW:tnm

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 13, 2015, I served the:

> **Orange County Board of Education Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
> Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858);
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> (Register 2014, No. 30; Effective Date: July 23, 2014)
> Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 13, 2015 at Sacramento, California.

Lorenzo Duran
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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/13/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

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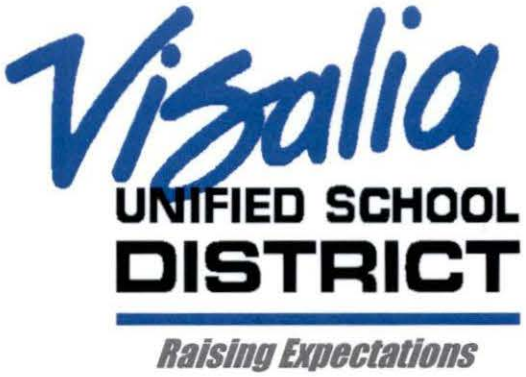
Craig Wheaton, Ed.D.
Superintendent

Robert Gröeber
Assistant Superintendent
Administrative Services



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Lucia Vazquez

RECEIVED
February 13, 2015
Commission on State Mandates

February 5, 2015

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of Visalia Unified School District ("District"), I, Robert Gröeber, Assistant Superintendent for Administrative Services, submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my District estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Hire new staff such as computer technicians and other support personnel
- Repurpose existing staff time for CAASPP tasks such as installing necessary infrastructure upgrades, administering the assessment, training students use the devices, hardware, and software, etc.
- Provide additional training for staff in the areas of new computer software and hardware, test administration, etc.
- Purchase new hardware for pupils or staff such as Chromebooks and carts
- Purchase new technology accessories such as headphones and mice
- Purchase and install new technology infrastructure such as routers, switches, WiFi access points and controllers
- Upgrade the District's bandwidth
- Educate district students and families regarding CAASPP requirements and impact

5000 West Cypress Avenue, P.O. Box 5004, Visalia, CA 93278-5004
rgroeber@visalia.k12.ca.us Phone (559) 730-7529 FAX (559) 730-7346

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Article XIII B, Section 6 of the California Constitution states that "[w]henever the Legislature or any state agency mandates a new program or higher level of service on any local government; the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (*County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Best Regards,

Robert Gröeber
Assistant Superintendent, Administrative Services

5000 West Cypress Avenue, P.O. Box 5004, Visalia, CA 93278-5004
rgroeber@visalia.k12.ca.us Phone (559) 730-7529 FAX (559) 730-7346

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 17, 2015, I served the:

Cupertino Union High School District Comments;
Del Norte County Office of Education Comments;
San Lorenzo Valley Unified School District Comments;
Santa Rosa City Schools District Comments;
Tulare Joint Union High School District Comments;
Visalia Unified School District Comments;
and Bellmont-Redwood Shores School District Comments
California Assessment of Student Performance and Progress (CAASPP), 14-TC-01
Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858);
Statutes 2014, Chapter 327 (AB 1599);
California Code of Regulations, Title 5, Section 850 through 864, inclusive;
(Register 2014, No. 30; Effective Date: July 23, 2014)
Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 17, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
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(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/17/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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Tulare Joint Union High School District

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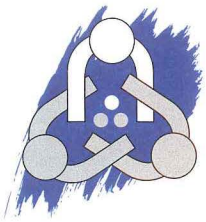

"Quality Schools Preparing Exceptional Students"

SARAH L. KOLIGIAN, Ed.D.
SUPERINTENDENT

ANTONIO V. RODRIGUEZ
ASSISTANT SUPERINTENDENT
INSTRUCTION

ANDREW BUKOSKY, Ed.D.
ASSISTANT SUPERINTENDENT
HUMAN RESOURCES

February 10, 2015

RECEIVED
February 13, 2015
Commission on
State Mandates

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of the Tulare Joint Union High School District, I submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") is a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my District estimates that it has spent or will spend a combined total of $2 million in preparing to administer the CAASPP.

Specifically for our District, preparing to implement the CAASPP has meant making investments to support technology through infrastructure at a cost of $1 million, cost of materials to support common core at approximately $400,000, an estimated cost of $270,000 to support teachers with common core, and an additional $237,000 in technology support for teachers through the hiring of two instructional technology coaches.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice on how to administer it. As a result, the districts are forced to invest significant funds to expand internet infrastructure, increase software and hardware purchases, offer additional professional development, and hire more staff. It is also important to remember that the requirements to administer the CAASPP are likely to change over time, requiring an ongoing investment of funds

Article XIII B, Section 6 of the California Constitution states that "[w]henever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local

TULARE UNION • TULARE WESTERN • MISSION OAK
TECH PREP • SIERRA VISTA CHARTER • COUNTRYSIDE • TULARE ADULT SCHOOL
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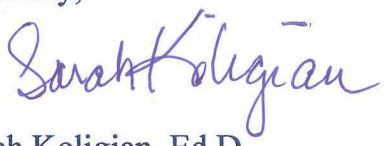
government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (County of San Diego v. State of California (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

Sincerely,



Sarah Koligian, Ed.D.
Superintendent

cc: Josh Daniel, CSBA
Jeff Frost, CVEC
Tom Addington, ACSA
TJUHSD Board Members

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 17, 2015, I served the:

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Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 17, 2015 at Sacramento, California.

Lorenzo Duran
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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/17/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

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RECEIVED
February 13, 2015
Commission on State Mandates

February 10, 2015

Commission on State Mandates
960 Ninth St., Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01
(California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of the Santa Rosa City Schools District ("District"), I, Socorro Shiels, Superintendent, submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my District estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Hire new staff such as technology specialists, test site coordinator, etc.
- Repurpose existing staff time for CAASPP tasks such as administering the assessment, training students use the devices, hardware, and software, etc.
- Provide additional training for staff in the areas of software/hardware, test administration, etc.
- Purchase new hardware for pupils or staff such as SEAC compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks, etc.
- Purchase new technology accessories such as ear buds, mice, keyboards, etc.
- Purchase new software such as new operating systems, etc.
- Purchase new technology infrastructure such as routers, servers, etc.
- Upgrade the District's bandwidth.
- Educate district students and families regarding CAASPP requirements and impact

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Article XIII B, Section 6 of the California Constitution states that "[w]henever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (*County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Sincerely,

Socorro Shiels
Superintendent

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 17, 2015, I served the:

Cupertino Union High School District Comments;
Del Norte County Office of Education Comments;
San Lorenzo Valley Unified School District Comments;
Santa Rosa City Schools District Comments;
Tulare Joint Union High School District Comments;
Visalia Unified School District Comments;
and Bellmont-Redwood Shores School District Comments
California Assessment of Student Performance and Progress (CAASPP), 14-TC-01
Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858);
Statutes 2014, Chapter 327 (AB 1599);
California Code of Regulations, Title 5, Section 850 through 864, inclusive;
(Register 2014, No. 30; Effective Date: July 23, 2014)
Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 17, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
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(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/17/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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RECEIVED
February 13, 2015
Commission on State Mandates

February 11, 2015

Commission on State Mandates
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Re: Comment on Test Claim 14-TC-01
(California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of San Lorenzo Valley Unified School District ("District"), we Dr. Laurie Bruton, Superintendent and George Wylie, Board President submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my District estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Hire new staff such as, Technology Coach.
- Repurpose existing staff time for CAASPP tasks such as, administering the assessment, training students how to use the devices, hardware, and software, etc.
- Provide additional technology training for staff in the areas of software/hardware, test administration, etc.
- Purchase new hardware for pupils or staff such as 531 Chromebooks, 13 carts, 18 MacBook's 152 I pads and refurbished three computer labs.
- Purchase new technology accessories such as ear buds, mice, and keyboards.
- Purchase over $350K in new technology infrastructure such as broad band, routers, servers, etc., including upgrading the District's bandwidth.
- Educate district students and families regarding CAASPP requirements and impact

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Continued...

Article XIII B, Section 6 of the California Constitution states that "whenever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (*County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Laurie Bruton

Dr. Laurie Bruton
Superintendent
San Lorenzo Valley Unified School District

George Wylie

George Wylie
Board President
San Lorenzo Valley Unified School District

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 17, 2015, I served the:

Cupertino Union High School District Comments;
Del Norte County Office of Education Comments;
San Lorenzo Valley Unified School District Comments;
Santa Rosa City Schools District Comments;
Tulare Joint Union High School District Comments;
Visalia Unified School District Comments;
and Bellmont-Redwood Shores School District Comments
California Assessment of Student Performance and Progress (CAASPP), 14-TC-01
Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858);
Statutes 2014, Chapter 327 (AB 1599);
California Code of Regulations, Title 5, Section 850 through 864, inclusive;
(Register 2014, No. 30; Effective Date: July 23, 2014)
Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 17, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/17/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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Board Members: Don McArthur Area 1, Angela Greenough Area 2, Frances Costello Area 3, Judie Cordts Area 4, Jamie Forkner Area 5

February 2, 2015

RECEIVED
February 13, 2015
Commission on State Mandates

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of Del Norte County Unified School District ("District"), I Don Olson, Superintendent submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my District estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Hire new staff such as an Educational Technology Coordinator
- Repurpose existing staff time for CAASPP tasks such as training principals, test coordinators and teachers to administer the test; training teachers to use the practice and training tests with students; and training students to use new devices purchased for the assessment.
- Provide additional training for staff in the areas of secure browser installation and hardware set up procedures for SBAC implementation.
- Purchase new hardware for pupils or staff such as laptops, carts, PCs, IPads, MacBooks, and Chromebooks.
- Purchase new technology accessories such as headsets, wired keyboard for iPads and cases for iPads.
- Purchase new technology infrastructure such as wireless access points.
- Upgrade the District's bandwidth.
- Educate district students, families and support staff regarding CAASPP requirements and impact.

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Article XIII B, Section 6 of the California Constitution states that "[w]henever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (*County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Don Olson

Don Olson, Superintendent

Feedback from 5th grade teacher:

- As a school site we need to step up our game with technology. For example, with PC's, icons in the Startup menu automatically start running when the computer is turned on. When the Office package or the Instant Messenger were running, students could not login or begin the test. Making sure that all students have headphones and/or keyboards ready at their computer or iPad, or chromebook is critical. Teachers need to know that they have to be sure that the volume is at a level students can hear before they log in to the test. This points to the importance of investing in having another adult to assist with the setup so that these issues can be dealt with before I bring my students into the testing room. Our school doesn't have a technology person in the lab, so this responsibility falls on the teachers. One of my sympathies for my students was that at times, it would take a student nearly thirty minutes just to login to begin the test, and then to take a difficult and foreign test. So, we would definitely need to improve on working out all the kinks so that logins can be swift and less than 5 minutes.

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 17, 2015, I served the:

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Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 17, 2015 at Sacramento, California.

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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/17/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

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Cupertino Union School District

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RECEIVED
February 13, 2015
Commission on
State Mandates

February 13, 2015

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of Cupertino Union School District ("District"), I Wendy Gudalewicz submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my District estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Hire new staff such as technology specialists and testing coordinator.
- Repurpose existing staff time for CAASPP tasks such as administering the assessment, training students use the devices, hardware, and software.
- Provide additional training for staff in the areas of software/hardware and test administration.
- Purchase new hardware for pupils or staff such as SEAC compliant Macbooks and iPads.
- Purchase new technology accessories such as ear buds and keyboards.
- Purchase new software such as new operating systems.
- Purchase new technology infrastructure such as routers and servers.
- Upgrade the District's bandwidth and wifi networks.
- Educate district students and families regarding CAASPP requirements and impact

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Article XIII B, Section 6 of the California Constitution states that "[w]henever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (*County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Wendy Gudalewicz
Superintendent
Cupertino Union School District

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 17, 2015, I served the:

Cupertino Union High School District Comments;
Del Norte County Office of Education Comments;
San Lorenzo Valley Unified School District Comments;
Santa Rosa City Schools District Comments;
Tulare Joint Union High School District Comments;
Visalia Unified School District Comments;
and Bellmont-Redwood Shores School District Comments
California Assessment of Student Performance and Progress (CAASPP), 14-TC-01
Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858);
Statutes 2014, Chapter 327 (AB 1599);
California Code of Regulations, Title 5, Section 850 through 864, inclusive;
(Register 2014, No. 30; Effective Date: July 23, 2014)
Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 17, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/17/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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Belmont • Redwood Shores
SCHOOL DISTRICT

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February 11, 2015

RECEIVED
February 13, 2015
Commission on State Mandates

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of Belmont-Redwood Shores School District ("District"), I Michael Milliken, Superintendent submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my District estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Repurpose existing staff development time for CAASPP tasks such as administering the assessment, training students to use the devices, and allocating Tech Department time for deployment of the test software.
- Provide additional training for staff in the areas of software/hardware, test administration, etc.
- Multiple Chromebook devices needed to be purchased to meet testing timelines.
- New technology accessories such as mice and headphones needed to be purchased for pupil use.
- New technology infrastructure such as PoE Switches and additional Access Points were purchased to provide additional space for testing.
- Time spent educating district students and families regarding CAASPP requirements and impact.

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Article XIII B, Section 6 of the California Constitution states that "[w]henever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (County of San Diego v. State of California (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Sincerely,

Michael Milliken, Ph.D.
Superintendent
mmilliken@brssd.org

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 17, 2015, I served the:

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California Code of Regulations, Title 5, Section 850 through 864, inclusive;
(Register 2014, No. 30; Effective Date: July 23, 2014)
Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 17, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/17/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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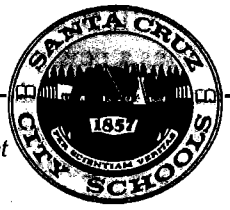

RECEIVED
February 17, 2015
Commission on State Mandates

February 12, 2015

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

On behalf of the Santa Cruz City Schools District, Claudia Vestal, Board President, and Kris Munro, Superintendent, submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), our District estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

While the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Hire new staff such as technology specialists, test site coordinator, etc.
- Repurpose existing staff time for CAASPP tasks such as administering the assessment, training students to use the devices, hardware, and software, etc.
- Provide additional training for staff in the areas of software/hardware, test administration, etc.
- Purchase new hardware for pupils or staff such as SEAC compliant tablets, laptops, carts, PCs, IPads, Chromebooks, etc.
- Purchase new technology accessories such as ear buds, mice, keyboards, etc.
- Purchase new software.
- Purchase new technology infrastructure such as routers, servers, etc.
- Upgrade the District's bandwidth.
- Educate district students and families regarding CAASPP requirements and impact

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Board of Trustees
Sheila Coonerty, Deedee Perez-Granados, Jeremy Shonick, Alisun Thompson, Patricia Threet, Deb Tracy-Proulx, Claudia Vestal

Article XIII B, Section 6 of the California Constitution states that "whenever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (County of San Diego v. State of California (1997) 15 Cal.4th 68, 81.) In light of this constitutional obligation, I respectfully request that the Commission find for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

We declare, by our signatures below, that the statements made in this document are true and complete to the best of our personal knowledge or information and belief.

Claudia Vestal, President
Board of Education

Kris Munro, Superintendent
Santa Cruz City Schools

Board of Trustees
Sheila Coonerty, Deedee Perez-Granados, Jeremy Shonick, Alisun Thompson, Patricia Threet, Deb Tracy-Proulx, Claudia Vestal

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 18, 2015, I served the:

> **Santa Cruz City Schools District Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301; Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858); Statutes 2014, Chapter 327 (AB 1599);
> California Code of Regulations, Title 5, Section 850 through 864, inclusive; (Register 2014, No. 30; Effective Date: July 23, 2014)
>
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 18, 2015 at Sacramento, California.

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COMMISSION ON STATE MANDATES

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Last Updated: 2/18/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

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Moreno Valley Unified School District

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www.mvusd.net

The mission of Moreno Valley Unified School District is to ensure all students graduate high school prepared to successfully enter into higher education and/or pursue a viable career path.

RECEIVED
February 24, 2015
Commission on State Mandates

February 10, 2015

Commission on State Mandates
960 Ninth Street, Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim I4-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State mandates:

On behalf of Moreno Valley Unified School District ("District"), I Judy D. White, submit this written comment regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District strongly supports the position of the test claimants. Between last year (2013-14) and this year (2014-15), my district estimates that it has incurred or will incur significant, ongoing expenses in preparing to administer and in administering the CAASPP.

White the CAASPP is an important and worthy policy, it clearly imposes requirements on districts. Not only are districts required to administer the CAASPP, but they have no choice in how to administer it. Specifically for my District, preparing to administer and actually administering the CAASPP has required the following actions:

- Hire new staff such as technology specialists
- Provide additional training for staff in the areas of software/hardware, test administration, etc.
- Purchase new hardware for pupils or staff such as SEAC compliant tablets, laptops, iPads and Chromebooks
- Upgrade the district's bandwidth
- Educate the district students and families regarding CAASPP requirements and families regarding CAASPP

These required actions have necessitated and will necessitate a significant expenditure of funds, potentially impacting other priority programs and areas.

Article XIII B, Section 6 of the California Constitution states that "whenever the

Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service." The purpose of this provision is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are "ill equipped" to assume increased financial responsibilities because of the taxing and spending limitations that article XIII A and XIII B impose." (County of San Diego v. State of California (1997) 15 Cal. 4th 68,81.) In light of this constitutional obligation, I respectfully request the Commission finds for the test claimants and hold that the CAASPP constitutes a reimbursable state mandate.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Judy D. White

Judy D. White, Ed.D.
Superintendent

JDW/ds

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On February 26, 2015, I served the:

> **Moreno Valley Unified School District Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301; Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858); Statutes 2014, Chapter 327 (AB 1599);
> California Code of Regulations, Title 5, Section 850 through 864, inclusive; (Register 2014, No. 30; Effective Date: July 23, 2014)
>
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 26, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 2/26/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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RECEIVED
March 13, 2015
Commission on
State Mandates

March 13, 2015

Commission on State Mandates
960 Ninth St.
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Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

I am the Executive Director of the California Educational Technology Professionals Association (CETPA). In April 2014, CETPA administered a statewide survey of school districts and county offices of education (COEs). A follow-up survey was then administered in September 2014 with similar questions. The intent of these surveys was to ascertain the level of confidence or concern with technology requirements associated with administering the CAASPP.

A number of key findings from these surveys relate to Test Claim 14-TC-01, particularly in light of the comments filed by the Department of Finance.

- **Staffing insufficiency.** The initial survey found that 65% of districts and COEs were uncertain as to whether they had sufficient staff to provide technical support to administer the assessment. The follow-up survey found that this number had declined to 50%.

- **Device insufficiency.** The initial survey found that 33% of districts and COEs were uncertain as to whether the number or quality of devices they had were sufficient to properly administer the assessment. The follow-up survey found that this number had declined to 18%.

- **Network resource insufficiency.** The initial survey found that 33% of districts and COEs were uncertain as to whether the network resources (i.e., network reliability, bandwidth, and wireless capacity) they had were sufficient to properly administer the assessment. The follow-up survey found that this number had declined to 13%.

These numbers supports the same two conclusions in each area. First, districts and COEs hired staff in order to prepare, purchased additional and higher quality devices, and improved their networks to administer the assessment. All of these enhancements required districts and COEs to expend their limited financial resources. Second, as of the beginning of this school year, additional funding was still needed in order for all districts and COEs to have sufficient staffing to provide technical support to administer the assessment, to have a sufficient number and quality of devices to administer the assessment, and to have sufficient network resources to administer the assessment. The latter conclusion is also strongly supported by the survey questions regarding whether current funding is sufficient and whether additional resources are required.

The surveys also found significant disparities in how districts and COEs utilized the $1.25 billion in one-time funding restricted to Common Core implementation. Notably, most districts and COEs spent

more than half of this funding on professional development and instructional materials rather than technology.

Finally, districts and COEs responded that the survey did not capture the extensive staffing and resources required for districts and COEs to be as ready as they were to administer the assessment and the negative impact (financial and otherwise) to other programs as a result.

Attached please find a published summary of the two surveys. The survey data itself is extensive and can be provided upon request.

I declare by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Andrea Bennett
Executive Director
California Educational Technology Professionals Association

California Educational Technology Professionals Association
Andrea Bennett, Executive Director

Review of Statewide K12 Survey Results on Challenges with CAASPP (SBAC) Implementation

CETPA launched a statewide survey of K12 districts and county offices of education in April, 2014, intending to ascertain the level of confidence or concern with technology requirements associated with completing the CAASPP Field Test. Some LEAs were in their testing windows, and others were about to start.

Results of the survey will be made publically available on CETPA's web site at: **http://cetpa.net.** CETPA shares the following Executive Review of key findings of this survey. **See the last page of these materials for contact information for additional data details or further assistance**.

Survey Specifics:

- Survey Respondents:
  - **402 districts and county offices of education** responded to the survey, representing about a 33% sample rate.
  - Respondents were well distributed and were disaggregated by size of district, type of district (elementary, unified, etc.) and by county.
  - **LEAs were asked about their level of confidence vs. concern in four main categories**:
    - **Hardware** (number and sufficiency of devices to take the test)
    - **Network / Infrastructure** (sufficiency of bandwidth, access, reliability)
    - **Environment / Time** (sufficient and appropriate spaces to take test, time available)
    - **Technical / Professional Development** (sufficient staff, training for instructional and technical staff
  - Additional questions were added about the LEAs perception of:
    - **The sufficiency of the one-time funding** to meet these challenges
    - The percent (if they knew) of the one-time **funding spent on technology** at their LEA
    - The **impact of the migration** to online assessments on their staff and other resources
    - Their **perception of the need for ongoing funding for technology and support,** in light of the increased demands from Common Core implementation, CAASPP, etc.

Key Findings:

- Though a significant number of LEAs expressed confidence (45% Fairly Confident, 22% Certain) in the sufficiency of their **number and quality of devices** needed to give the test, that still left **33% who still had a level of uncertainty in this area** (if the sample is sufficient, north of 400 LEAs potentially in this category statewide). See **Chart 1** attached, grouping the questions related to hardware.

- Those same numbers are reflected again in the LEAs **confidence in the capacity of their network resources** (33% still at some level of uncertainty). Higher levels of concern appeared when asked specifically about wireless network resources (37%), for those districts relying on that to deliver the test. See Chart 2 attached, grouping the questions related to networks.

- Greater levels of uncertainty appear in questions around Facilities, with 50% of LEAs expressing some uncertainty as to the sufficiency of the number of rooms and physical workspaces available to take the test. A smaller number (25% of respondents) expressed concerns about having sufficient power available for the equipment needed, but again, the number of agencies this represents highlights an area of concern. See Chart 3 attached, grouping the questions related to Facilities.

- **The largest levels of uncertainty and concern centered around the questions on staffing**. Having a sufficient quantity of staff to provide technical support, and having sufficient training for instructional, support staff and assessment technicians, **concerned fully 65% of respondents**. See Chart 4 attached, grouping the questions related to Staffing.

- Somewhat counter-intuitively, overall confidence was **lower with the largest districts** (those over 50,000) than the average statewide. Further research would be needed, but anecdotal information suggests the largest districts simply have more complexity in tackling these challenges on a larger scale spread out over many school sites.

- Extremely strong responses are seen to the perceived need for **additional funding to meet these challenges.** When asked about the **whether the one-time funding was sufficient to meet the technology needs of CAASPP, 54% of LEAs said no.** When asked about the need for technology-specific funding to meet the challenges of **Common Core and 21st Century learning, in addition to CAASPP, 93% of respondents said there was a need for a moderate to significantly higher investment to meet that future.**

Additional Considerations:

- Though the survey had an excellent return rate and a good distribution of types of LEAs, it is highly likely that given the number of small districts in California (733 under 5,000 students), and given the lack of time and people resources at those sites, that group, which has many of the most significant challenges of connectivity and sufficiency of staff, is likely under-represented here (173 respondents, or 23% of this demographic).

- There was a significant spread in how one-time funding got distributed at LEAs. Common Core adoption funding is needed for technology, professional development and learning resources,

each of which could easily consume all the one-time funding. Depending on circumstances at each LEA, little or none of that funding was allocated to technology, in deference to these other needs, further exacerbating the issues.

- Districts shared that, though they may have responded with confidence on several of these points, the survey did not capture the extreme effort it took for them to get to that point in the last two years, and the sacrifices made to other programs as a result. Network bandwidth was sufficient because access to the bandwidth was severely restricted for testing purposes, impacting business operations and other instructional programs. Bandwidth demands will increase as test expands.

- Districts reporting significant difficulties with getting support from ETS.

Additional Work Needed:

- Given the challenges with capacity for LEAs just focusing on delivery of the CAASPP Field Test, clearly the exponentially larger challenges of ensuring technological resources sufficient for successful Common Core Standards migration across the state (and all the technology integrated therein) will require even more focused planning.

- Significant additional data is needed to determine the implications of the need for future funding appropriate to meeting the goals the state has already identified (CAASPP delivery for all future testing, and full implementation of all Common Core standards). Lack of resources is raising concerns about sustainability of these efforts to date.

- The final data results showing how many LEAs successfully submitted CAASPP Spring Field Test results are pending. It will be critically important to gather good "post-mortem" data to determine the reasons why any given district was unable to successfully submit results because, as this survey suggests, there are several dozen potential factors that account for the inability to successfully submit results.

Policy Recommendations:

1. **Provide Additional One-Time Funds for Common Core Implementation with a Focus on Technology Needs -** The survey results demonstrate that schools continue to have needs in the area of education technology to prepare the state's schools for a smooth implementation of the SBAC assessments in 2015. We encourage the state to consider a carve-out of any potential additional one-time Common Core funds specifically targeted at education technology in order better ensure readiness.

2. **On-going Resources Needed to Sustain Education Technology Needs** - The survey results clearly show the greatest statewide concern is the sustainability of costs associated with the growing technology demands within the K-12 education system. While the one-time Common Core funds ($1.25 billion provided in 2013-14 and 2014-15) are helpful in the short term, they do not resolve the on-going demands associated with adequate staffing, staff training, equipment replacement, software

purchase/licensing updating, broadband maintenance, and appropriate facilities - just to name a few. Too often the conversations regarding technology-readiness in schools focus on the "devices" without a fair consideration of the critically important role of staffing, maintenance, software, and planning that must take place in order to make those devices work as intended.

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Chart 1 – Combined Questions on Hardware, Secure Browser

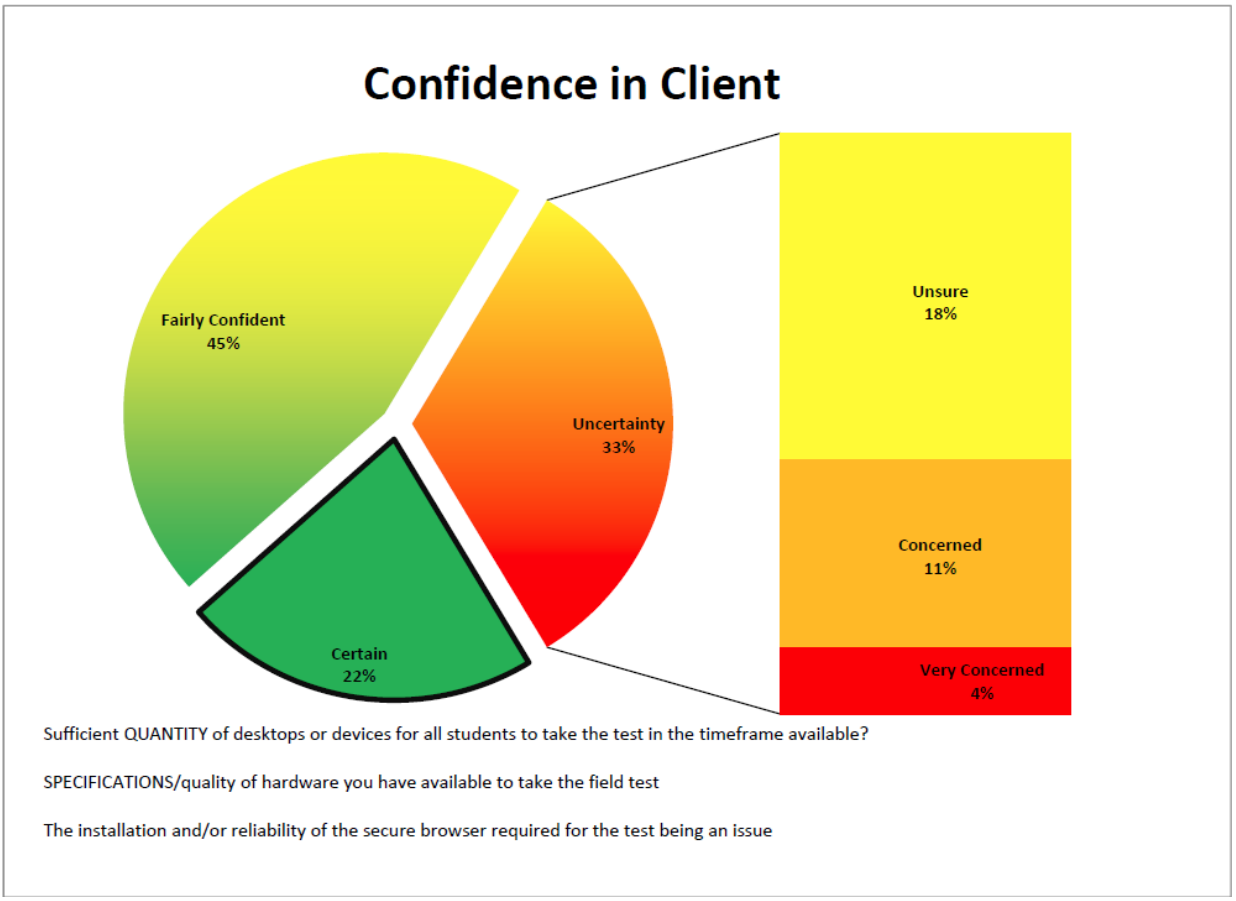


Chart 2 – Combined Questions on Network Reliability, Bandwidth, Wireless

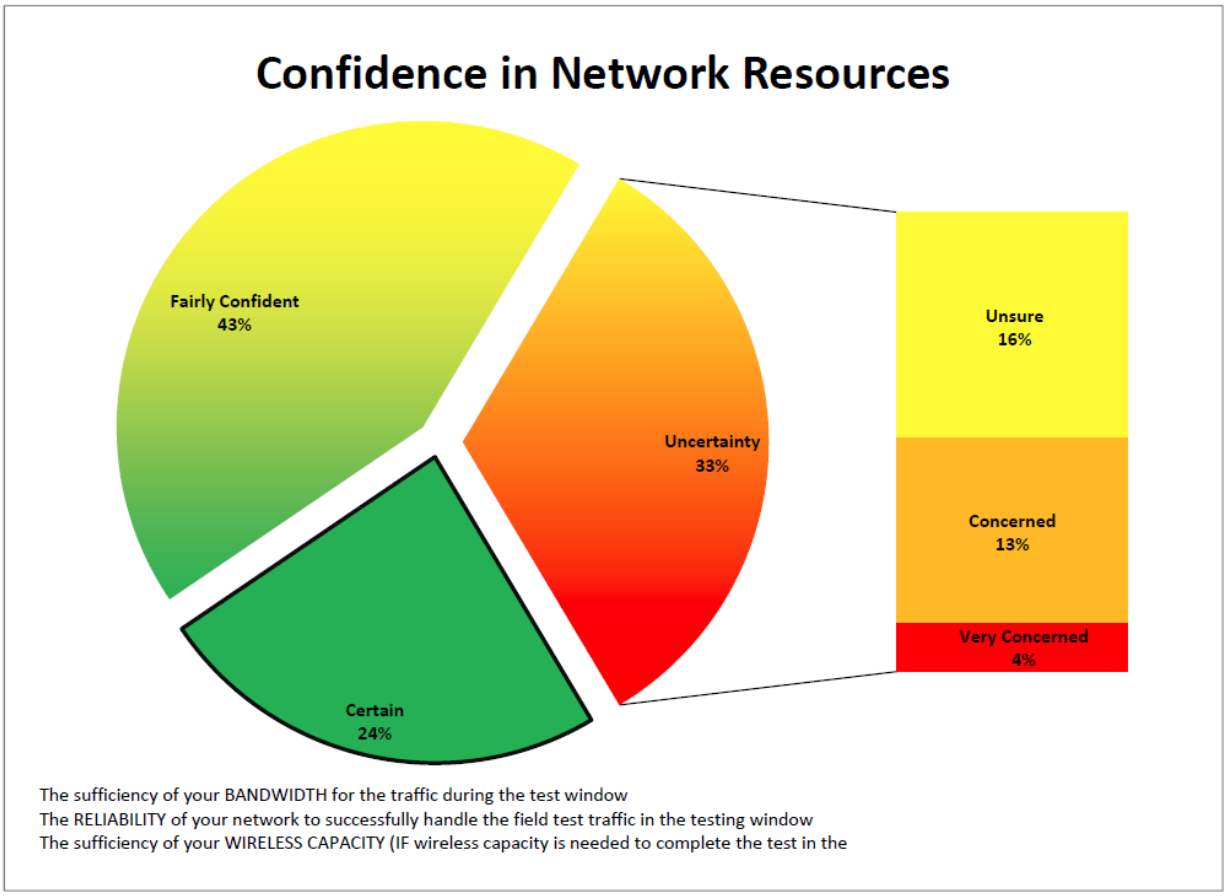


Chart 3 – Combined Questions on Sufficiency of Power, Rooms, Testing Workspace

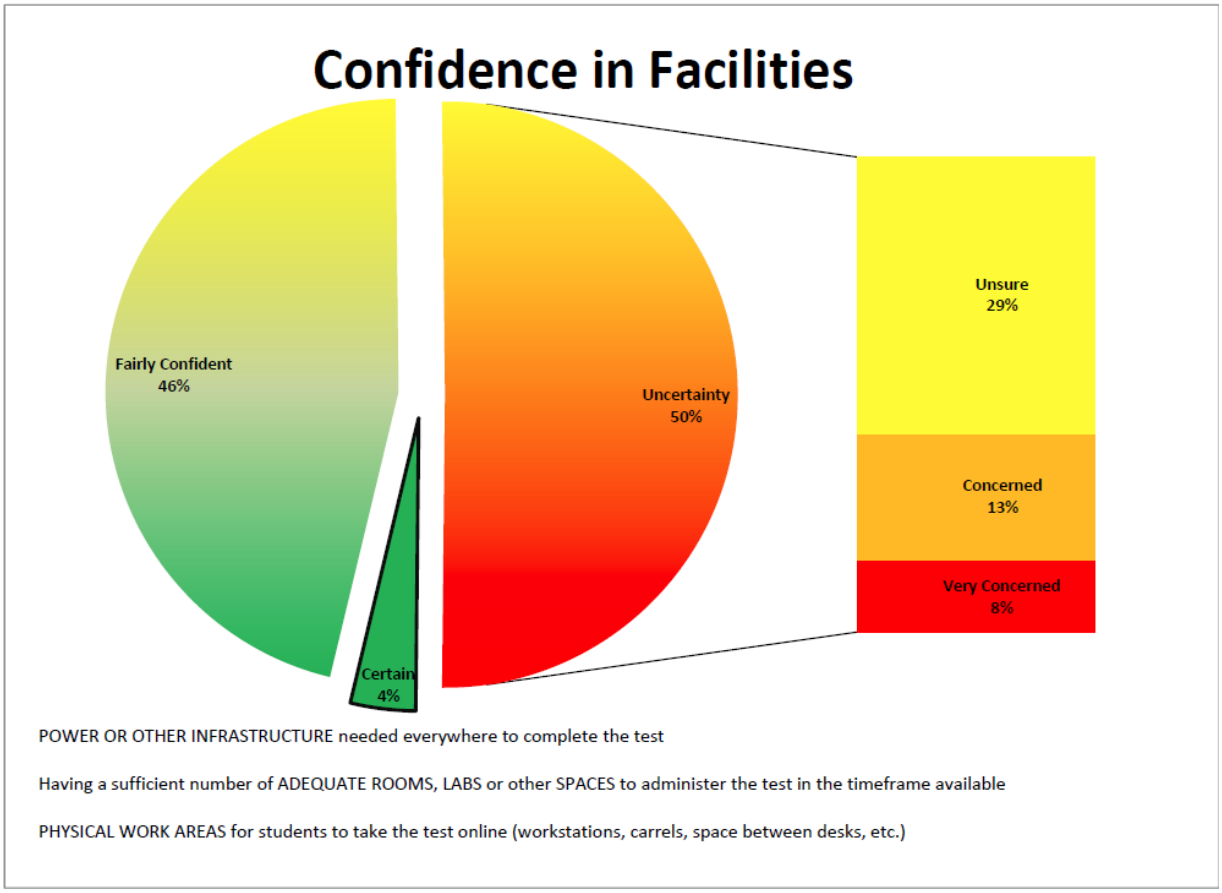
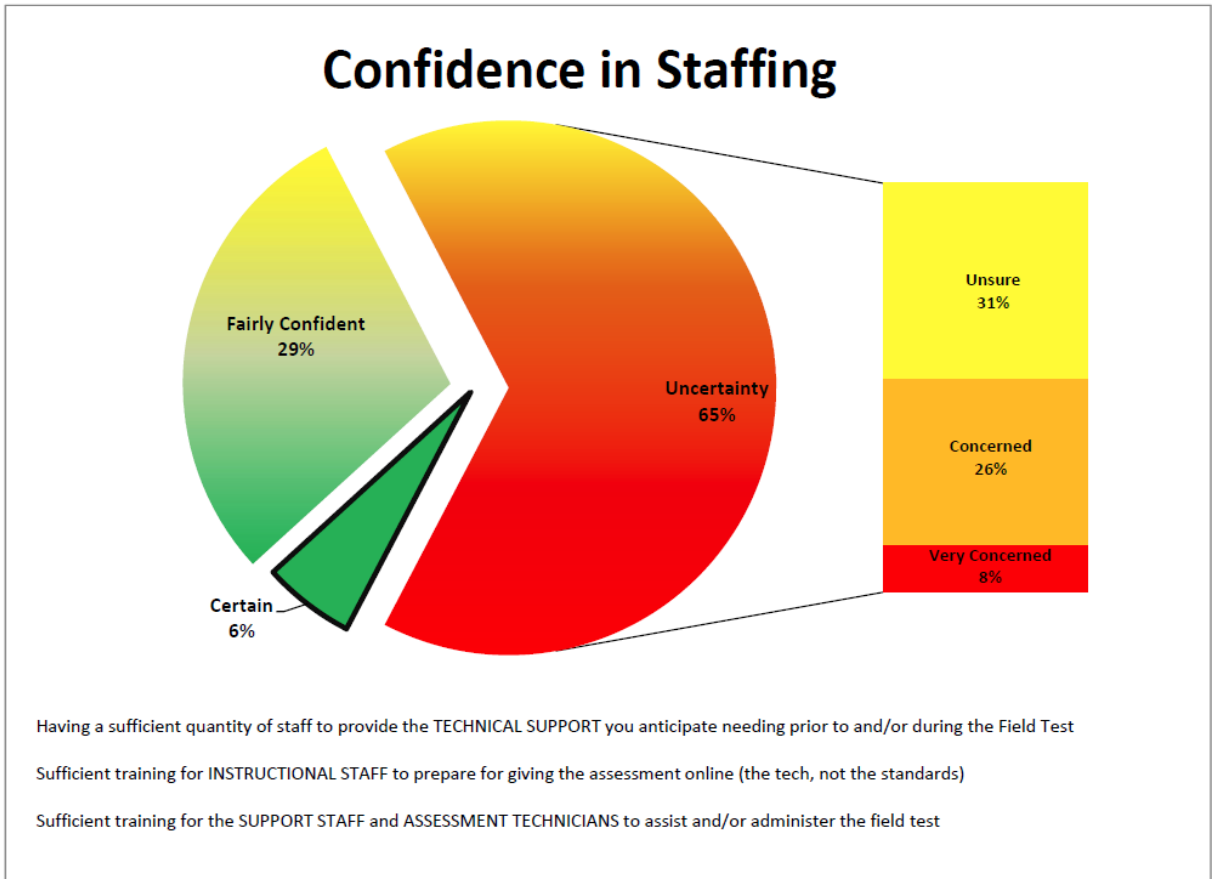


Chart 4 –Combined Questions on Staffing, Training for Instructional and Support Staff



California Educational Technology Professionals Association
Andrea Bennett, Executive Director

Review of Results: Second Statewide K12 Survey on Challenges Post-CAASPP (SBAC) Implementation

CETPA launched a second statewide survey of K12 districts and county offices of education in the summer of 2014, intending to ascertain to follow up and determine levels of success or concern following the initial pilot of the CAASPP Field Test.

Results of the survey are publically available on CETPA's web site at: **http://cetpa.net.** CETPA shares the following Executive Review of key findings of this survey. **See the last page of these materials for contact information for additional data details or further assistance**.

Survey Specifics:

- Survey Respondents:
  - **267 districts and county offices of education** responded to the survey, representing about a 25% sample rate (slightly smaller than the pre-test survey).
  - Respondents were well distributed and were disaggregated by size of district, type of district (elementary, unified, etc.) and by county.
  - **LEAs were asked questions about the sufficiency or adequacy of their technologies and other factors relating to CAASPP delivery in four main categories**:
    - **Hardware** (number and sufficiency of devices to take the test)
    - **Network** / **Infrastructure** (sufficiency of bandwidth, access, reliability)
    - **Environment** / **Time** (sufficient and appropriate spaces to take test, time available)
    - **Technical** / **Professional Development** (sufficient staff, training for instructional and technical staff
  - Additional questions were re-asked or added about the LEAs perception after the pilot of:
    - **The sufficiency of the one-time funding** to meet these challenges
    - The percent (if they knew) of the one-time **funding spent on technology** at their LEA
    - The **impact of the migration** to online assessments on their staff and other resources
    - Their **perception of the need for ongoing funding for technology and support,** in light of the increased demands from Common Core implementation, CAASPP, etc.

Key Findings:

- Though a significant number of LEAs (almost 82% of respondents) felt they had a sufficient **number and quality of devices** needed to give the test, that still left approximate 18**% who remained unsure or did not have a sufficient quantity.** This is significant in that, if the sample is sufficient, potentially 173 (using 1,058 as the state total) districts or COEs are potentially in this category statewide.

- Similar numbers are reflected again in the LEAs' **network resources** (87% had sufficient bandwidth to complete the test, though it is unclear if sacrifices to other network traffic were needed to achieve this). The 13% unsure or without sufficient bandwidth would translate to potentially 141 affected LEAs. As with the last survey, higher levels of concern appeared when asked specifically about **wireless network resources** (only 62% reporting sufficient).

- Greater levels of uncertainty appear in questions around **Facilities**, with 27% of LEAs expressing issues with the number of rooms and physical workspaces available to take the test. A smaller number (11% of respondents) expressed concerns about having sufficient power available for the equipment needed, but again, the number of agencies this potentially represents highlights an area of concern.

- **Time** is an area that popped up as a larger concern post-survey than before. Almost 30% of LEAs reported not having enough time, or not being sure if time was an issue in completing the assessment successfully in the time allowed. Additionally, almost 40% of respondents also reported issues with challenges around the **distribution of IDs and logging in of students,** a more significant concern than expressed pre-survey.

- **The largest levels of uncertainty and concern remained around the questions on staffing**. Having a sufficient quantity of staff to provide technical support, and having sufficient training for instructional, support staff and assessment technicians, **concerned approximately 50% of respondents,** with the highest concerns around quantity of technical staff and sufficient instructional training. These also were the highest levels of concern for next year's ("real") assessment.

- Overall confidence continued **lower with the largest districts** (those over 25,000) than the average statewide. Only 11% of districts with more than 25,000 ADA reported that they were "Certain" they were ready to deliver the CAASP. Further research would be needed, but anecdotal information suggests the largest districts simply have more complexity in tackling these challenges on a larger scale spread out over many school sites.

- Some 61% of respondents reported good to excellent service support from ETS (17% did not use the service).

- On the good news side, over 96% of respondents would "grade" their experience in participating in the field test as "Good" or "Excellent." However, some comments indicate district IT leadership may not have been aware of the actual completion rates of the assessment, and that may not have been a factor in rating "how we did."

- Extremely strong responses are seen to the perceived need for **additional funding to meet these challenges.** When asked about the **whether the one-time funding was sufficient to meet the technology needs of CAASPP, 51% of LEAs said no.** And now, post-pilot, when asked about the need for technology-specific funding to meet the challenges of **Common Core and 21st Century learning, in addition to CAASPP, 96% of respondents said there was a need for a moderate to significantly higher investment to meet that future.**

Additional Considerations:

- As with the last survey, though it had an excellent return rate and a good distribution of types of LEAs, it is highly likely that given the number of small districts in California (733 under 5,000 students), and given the lack of time and people resources at those sites, that group, which has many of the most significant challenges of connectivity and sufficiency of staff, is likely under-represented here (120 respondents, or 16% of this demographic, slightly smaller than the pre-survey).

- There was a significant spread in how one-time funding got distributed at LEAs. Common Core adoption funding is needed for technology, professional development and learning resources, each of which could easily consume all the one-time funding. Depending on circumstances at each LEA, in some cases, little or none of that funding was allocated to technology, in deference to these other needs, further exacerbating the issues. (In fact, several technology leaders appeared unaware that funding could be used for this purpose.)

- Districts again shared that, though they may have responded with success on several of these points, the survey did not capture the extreme effort it took for them to get to that point, and the sacrifices made to other programs as a result. They further expressed concern that though they made it work for this pilot, bandwidth demands will increase as test expands.

Additional Work Still Needed:

- Given the challenges with capacity for LEAs just focusing on delivery of the CAASPP Field Test, clearly the exponentially larger challenges of ensuring technological resources sufficient for successful Common Core Standards migration across the state (and all the technology integrated therein) will require even more focused planning.

- Significant additional data is needed to determine the implications of the need for future funding appropriate to meeting the goals the state has already identified (CAASPP delivery for all future testing, and full implementation of all Common Core standards). Lack of resources is raising concerns about sustainability of these efforts to date.

Policy Recommendations:

1. **Provide Additional One-Time Funds for Common Core Implementation with a Focus on Technology Needs -** The survey results demonstrate that schools continue to have needs in the area of education technology to prepare the state's schools for a smooth implementation of the SBAC

assessments in 2015. We encourage the state to consider a carve-out of any potential additional one-time Common Core funds specifically targeted at education technology in order better ensure readiness.

2. **On-going Resources Needed to Sustain Education Technology Needs** - The survey results clearly show the greatest statewide concern is the sustainability of costs associated with the growing technology demands within the K-12 education system. While the one-time Common Core funds (which are unclear for the near future) are helpful in the short term, they do not resolve the on-going demands associated with adequate staffing, staff training, equipment replacement, software purchase/licensing updating, broadband maintenance, and appropriate facilities - just to name a few. Too often the conversations regarding technology-readiness in schools focus on the "devices" without a fair consideration of the critically important role of staffing, maintenance, software, and planning that must take place in order to make those devices work as intended.

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DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Solano and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On March 16, 2015, I served the:

> **Claimant Rebuttal Comments** and **California Educational Technology Professionals Association Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301; Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858); Statutes 2014, Chapter 327 (AB 1599);
> California Code of Regulations, Title 5, Section 850 through 864, inclusive; (Register 2014, No. 30; Effective Date: July 23, 2014)
>
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

by making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on March 16, 2015 at Sacramento, California.

Heidi J. Palchik
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 3/13/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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RECEIVED
March 13, 2015
Commission on State Mandates

March 13, 2015

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Executive Director
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Re: Claimants' Comments
California Assessment of Student Performance and Progress (CAASPP)
Test Claim 14-TC-01

Dear Ms. Halsey:

Claimants submit the following comments in support of approval of their test claim.

SUMMARY

As will be explained in more detail, the test claim statute and regulations create a reimbursable mandate based on the following:

a. CAASPP meets the criteria for a new program or higher level of service;
b. No Child Left Behind does not Mandate CAASPP;
c. The offsetting revenues for CAASPP are minimal, are one-time, and are woefully insufficient to meet the need.

I. Background

Prior to the enactment of the statutes and regulations at issue in this Test Claim, California required every district to administer standardized assessments under the Standardized Testing and Reporting (STAR) assessment regime. While the assessments that comprised STAR varied over the years, the last formulation included four paper-and-pencil assessments: the California Standards Tests (CST) in English Language Arts (ELA), Mathematics, Science, and History-Social Science; the California Modified Assessment (CMA) in the same subjects for students with disabilities who have an Individualized Education Program (IEP); the California Alternate Performance Assessment (CAPA) in the same subjects for students with an IEP who have significant cognitive disabilities and who are unable to take the CSTs or the CMA with the appropriate accommodations; and the Standards-based Tests in Spanish (STS) for certain Spanish-speaking English learners (ELs).

Claimants' Comments

With the enactment of the statutes and regulations at issue in this Test Claim, California chose to force every district in California to jettison STAR and instead adopt the California Assessment for Student Performance and Progress (CAASPP) assessment regime. As with STAR, CAASPP is composed of individual assessments, although their content, approach, testing mechanism, and use under CAASPP are fundamentally different than under STAR. For 2013–14, CAASPP was composed of the following mandatory assessments:

- The Smarter Balanced Field Test for English Language Arts (ELA) and Mathematics in grades 3–8 and grade 11.
- The CST, CAPA, and CMA science assessments in grades 5, 8, and 10.
- California Alternate Performance Assessment (CAPA) for ELA and Mathematics in grades 3–8 and grade 11 for students with disabilities.

For 2014-15, CAASPP includes the same mandatory assessments as in 2013-14, except that the Smarter Balanced Field Test is now replaced by Smarter Balanced Summative Assessments for English-Language Arts and Mathematics in grades 3-8 and 11. While "the primary mode of administration of [each CAASPP assessment] shall be via a computing device, the use of an assessment technology platform, and the adaptive engine," (5 CCR § 853 (b), the Smarter Balanced Summative Assessments are the only such "computer-adaptive" assessments currently able and required to be administered. According to CDE, a paper-pencil version of the Smarter Balanced Summative Assessments is only available for school districts that meet "specific criteria."[1]

Prior to formal adoption of CAASPP, California had voluntarily agreed to join the Smarter Balanced Assessment Consortium (SBAC) to develop computer-adaptive assessments for the CAASPP such as the Smarter Balanced Field Test and the Smarter Balanced Summative Assessments. According to the SBAC website, "California worked with 21 other states as part of the Smarter Balanced Assessment Consortium to develop these new assessments, as well as the professional and instructional resources provided to help students, teachers and schools throughout the year."[2]

Joining SBAC and upgrading to computer-adaptive testing offers huge improvements for education in California. As CDE website's states, "California's new assessment system [i.e. the SBAC assessments] represents the next step in a comprehensive plan to promote high-quality

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[1] See http://www.cde.ca.gov/ta/tg/ai/cefcaaspp.asp. Very few students in California are exempt from using technology adoptive tests where internet infrastructure is currently unavailable.

[2] See http://www.cde.ca.gov/ta/tg/sa/sbcommonqa.asp.

teaching and learning and improve student outcomes. This plan recognizes that assessments can play an important role in promoting and modeling high-quality instruction."[3] The same webpage also explains how the SBAC assessments are "an improvement" over STAR, including the fact that the SBAC "tests are taken online, and results are available to teachers, schools and school districts much more quickly than results from previous tests."[4]

To join SBAC, California agreed to abide by a memorandum of understanding (MOU) signed by the State Superintendent of Public Instruction and the Governor. The MOU defines the Consortium's governance and decision-making processes, describes how states may join or exit the Consortium, and specifies other membership requirements.[5]

II. CAASPP is a Reimbursable State Mandate

A statute, regulation, or executive order creates a reimbursable state mandated program if it directs or obligates local governmental entities to undertake a "new program" or "higher level of service" over the former required level of service. (Cal. Const., art. XIII B, § 6.)

To determine if a required activity is new or imposes a higher level of service, a comparison must be undertaken between the test claim legislation and the legal requirements in effect immediately before the enactment of the test claim legislation. Additionally, any new program or higher level of service must also be (i) a task or activity that carries out the governmental function of providing services to the public, or (ii) a state law or regulation that imposes unique requirements on local agencies or school districts that do not apply generally to all residents and entities in the state. (*County of Los Angeles v. State of California* (1987) 43 Cal.3d 46, 56; *Carmel Valley Fire Protection Dist. v. State of California* (1987) 190 Cal.App.3d 521, 537; *Lucia Mar Unified School Dist. v. Honig* (1988) 44 Cal.3d 830, 835.)

Once a new program or higher level of service is mandated, the State is required to "provide a subvention of funds to reimburse the local government for the costs of the program." (Cal. Const., art. XIII B, § 6.) More specifically, the subvention of funds (i.e., the

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[3] See http://www.cde.ca.gov/ta/tg/sa/sbcommonqa.asp.

[4] The SBAC website similarly states: "Smarter Balanced assessments replace existing tests in English and Math. Administered online, they offer significant improvements over tests of the past, including: writing at every grade; expanded accessibility features to meet the needs of all students; and performance tasks that ask students to demonstrate an array of research, writing, and problem solving skills." See http://www.smarterbalanced.org/k-12-education/teachers.

[5] See http://www.smarterbalanced.org/k-12-education/policymakers.

reimbursement) must either come from "offsetting savings . . . that result in no net costs to . . . school districts" – which is not applicable here – or from "additional revenue that is *specifically* intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate" (Gov. Code, § 17556(e), emphasis added.)

A. *The CAASPP assessment regime meets the criteria for a new program or higher level of service*

Unlike previous changes to the STAR assessment regime – which made minor changes to the assessment components of STARR – the CAASPP assessment regime is fundamentally new. First, the assessment *content* is new. The State had adopted new content standards and the CAASPP is intended to assess student knowledge of those new standards. Second, the assessment *approach* is entirely different. Under STAR, each student took basically the same test.[6] Under CAASPP, the adaptive nature of the tests will mean that students are given fundamentally different questions. That is, students who answer the first few questions correctly will get progressively harder questions, while students who answer the first few questions incorrectly will get progressively easier questions.

Third, the assessment *mechanism* is entirely different. The CAASPP tests require hardware (i.e., a device, a keyboard, a headset, etc.), an internet connection, and software (i.e., a program through which the test is actually administered). In contrast, a student taking STAR tests simply needed a #2 pencil. Finally, the use of the assessment is different as well. Whereas STAR was used exclusively for accountability purposes by measuring academic progress, the CAASPP assessments will actually be used to drive instruction and will be "designed to measure student growth over time, which was not possible [under STAR]."[7] In other words, the CAASPP is a "new program" for purposes of state mandate reimbursement.

CAASPP is not only a new program; it is certainly a higher level of service for similar reasons. Primarily, the assessment mechanism is clearly a higher level of service. As noted above, a student taking a STAR test simply needed a #2 pencil, where the CAASPP tests require mush more – hardware (i.e., a device, a keyboard, a headset, etc.), an internet connection, and software (i.e., a program through which the test is actually administered), as well as the staff training to administer and support a computer-adaptive assessment.

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[6] There was some minor variation in the text questions to avoid cheating.

[7] See http://www.cde.ca.gov/ta/tg/sa/sbcommonqa.asp.

Claimants' Comments

B. No Child Left Behind does not Mandate CAASPP

In 2001, Congress enacted the No Child Left Behind Act of 2001 (NCLB), amending Elementary and Secondary School Act, first adopted in 1965. It requires every school district receiving Title 1 funds "to comply with its requirements." (*Race to the Top*, 10-TC-06, Statement of Decision (SOD), pp. 9-10.) Since California receives Title 1 federal funding, it must comply with NCLB requirements. The only potentially relevant NCLB requirement here is the one directing each state to develop, and its school districts to administer, assessments to determine students' levels of achievement. (*STAR II and III*, 05-TC-02, 05-TC-03, and 08-TC-06; SOD, p.10.)

Contrary to the assertion by the Department of Finance (DOF), the Commission's STAR decision did not conclude that the entire STAR assessment was a federal mandate. In August 2000, a test claim was filed regarding two assessment components, the national norm-referenced SAT/9 and foreign language SABE/2, within the STAR testing as it existed in 1997. The Commission determined that these two assessments constituted a reimbursable state mandate. (*STAR I*, 97-TC-23, SOD.)

In 2004, the Legislature ordered the Commission to reconsider this decision (Stats. 2004, ch. 216, § 34.) On reconsideration, the Commission found that the one of the two assessments (SABE/2) was a federal mandate – and, thus, not a reimbursable state mandate – while the other assessment (then renamed the CAT/6 from the SAT/9) was not required under NCLB. (*STAR I (Reconsideration)*, 04-RL-9723-01, SOD, pp. 27-33.)

The Commission further determined that all state funds specifically appropriated for STAR, and all federal Title VI funds specifically appropriated for assessment, must be used to offset the cost of the state mandated STAR activities and that such funds were sufficient to offset the mandate. (*STAR II and III*, 05-TC-02, 05-TC-03, and 08-TC-06; SOD, p.12.) As a result, the Commission concluded that it did "not need to reach the federal law issue." (*STAR II and III*, 05-TC-02, 05-TC-03, and 08-TC-06; SOD, p.4.)

Moreover, regardless of whether STAR itself was a federal mandate, CAASPP certainly is not. California was compliant with NCLB's requirement to administer assessments to determine students' levels of achievement under STAR. Yet California chose – without any change to NCLB – to adopt a new assessment regime that was much more expansive (and expensive). That choice, and the added financial cost, is the responsibility of the State under article XIII B, section 6, not the federal government.

Finally, it is important to note that the federal government waived California's AYP requirement for 2013-14 and for 2014-15. Thus, the relevant NCLB requirement to administer assessments to determine students' levels of achievement *does not exist* for 2013-14 and 2014-15.

C. *The offsetting revenues for CAASPP are minimal, are one-time, and are woefully insufficient to meet the need*

Neither the test claim statutes nor the relevant regulations include language that specifically provides for offsetting saving, resulting in no "net costs" to the claimants. Without such evidence, the first test of Government Code section 17556, subdivision (e) does not apply. Additionally, the second test does not apply since the test claim statutes and regulations fail to include additional revenue in an amount sufficient to specifically fund the cost of the state mandate. (Gov. Code, § 17556 (e).)

DOF incorrectly asserts a number of different revenue sources are legally offsetting. In almost every instance they are wrong.[8]

i. Restricted Common Core Implementation Funding

DOF asserts that the Common Core Standards Implementation Funding of $1.25 billion included in the 2013-2014 budget, that is restricted for implementation of the Common Core State Standards, constitutes "additional revenue that is *specifically* intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate" (Gov. Code, § 17556(e), emphasis added.) DOF is wrong because these funds are not "*specifically* intended to fund the costs of the state mandate."

The Legislature intended the appropriation to "support the integration of academic content standards in instruction . . . for purposes of establishing high-quality instructional programs for all pupils." (Stats. 2013, ch. 48, § 85.) A recipient of the funds could do so by using the funds the following ways: (i) "Professional development . . . that is aligned to the academic content standards adopted," (ii) "Instructional materials aligned to the academic content standards," and (iii) technology "for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet

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[8] Department of Finance comments dated February 13, 2015 are defective (see CCR 1183.2(2) (d)) by failing to include the required declaration and must be disregarded.

connectivity for the purpose of administration of computer-based assessments." In order to use the funds, districts and county offices of education were required to "[d]evelop and adopt a plan delineating how funds . . . shall be spent" is one or more of these three areas. (*Ibid.*) In other words, districts have the discretion to use any, or none, of the Common Core funds on CAASPP-related technology and infrastructure expenses.

ii. Mandate Reimbursement Funding

DOF asserts that the $400.5 million included in the 2013-2014 budget for the reimbursement of outstanding mandate debt constitutes "additional revenue that is *specifically* intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate" (Gov. Code, § 17556(e), emphasis added.) Again, DOF is wrong because these funds are not "*specifically* intended to fund the costs of the state mandate."

The funds are first to be used to reimburse districts and county offices of education for outstanding mandate debt. Certainly, if a district's or county office of education's allocation here is less than its outstanding mandate debt, there can be no offsetting revenues for that district. Otherwise, the same funding is being used to reimburse districts and county offices of education for the cost of *two* state mandates.

Even for a district or county office of education where the district's or county office of education's allocation is greater than its outstanding mandate debt, there is no *legal* restriction on the use of the funds. It simply states that "[i]t is the *intent* of the Legislature that school districts will prioritize the use of these one-time funds for professional development, instructional materials, technology infrastructure, and any other investments necessary to support implementation of the common core standards in English Language Arts and Mathematics, the implementation of English language development standards, and the implementation of the Next Generation Science standards." (Gov. Code, § 17581.8(d) (2).) In other words, the only *legal* restriction found in Government Code section 17581.8 regarding the use of the $400.5 million is that it be for past mandate reimbursement.

Moreover, the "intended" use of the funds is not on CAASPP implementation. Instead, with one exception, the intended uses are all outside the scope of CAASPP implementation: professional development, instructional materials, and implementation of the common core standards, English language development standards, and Next Generation Science standards. The one exception – technology infrastructure – is quite broad and can easily include expenditures unrelated to CAASPP implementation.

Claimants' Comments

iii. K-12 High Speed Network Funding

DOF asserts that the $26.7 million included in the 2013-2014 budget for the California K-12 High Speed Network constitutes "additional revenue that is specifically intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate" (Gov. Code, § 17556(e),) DOF is wrong because districts and county offices of education do not actually receive these funds directly; they only receive the benefit. Thus, a district or county office of education would never incur actual costs that would be reimbursed by this funding source.

iv. Additional Funding Sources

DOF asserts that the $22.7 million from Provision 6 of Item 6110-113-0890 of the 2014 Budget Act (Title VI funds) constitutes "additional revenue that is specifically intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate" (Gov. Code, § 17556(e).) DOF is wrong because, as noted above, California received a waiver under NCLB of the requirement to administer an assessment in 2013-14 and 2014-15.

Finally, claimants do not contest that the $126.8 million from Provision 7 of Item 6110-113-0001 of the 2014 Budget Act constitutes "additional revenues" under Government Code section 17556(e). This uncontested $126.8 million (or even $149.5 million if combined with the Title VI funds) is simply woefully inadequate to offset the significant financial need the test claimants have demonstrated in the claim.

III. Conclusion

The test claim legislation and regulations are a reimbursable state mandate. California chose to replace STAR with CAASPP and chose to become an SBAC member. Moreover, nothing in NCLB was amended to require this change in California. Finally, the number of offsetting revenue sources are limited and their total allocation is clearly insufficient to meet the demonstrated need.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Arthur M. Palkowitz
Attorney for the Claimants

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Solano and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On March 16, 2015, I served the:

> **Claimant Rebuttal Comments** and **California Educational Technology Professionals Association Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301; Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858); Statutes 2014, Chapter 327 (AB 1599);
> California Code of Regulations, Title 5, Section 850 through 864, inclusive; (Register 2014, No. 30; Effective Date: July 23, 2014)
>
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

by making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on March 16, 2015 at Sacramento, California.

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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 3/13/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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RECEIVED
April 27, 2015
Commission on State Mandates

LATE FILING

April 27, 2015

Ms. Heather Halsey
Executive Director
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, California 95814

Re: California Assessment of Student Performance and Progress (CAASPP)
Test Claim 14-TC-01

Dear Ms. Halsey:

The Department of Finance has reviewed the claimants' March 13, 2015 comments and respectfully submits the following comments in support of our assertion that the claim is not a reimbursable state mandate.

K-12 High Speed Network Funding

The claimants assert that the $26.7 million included in the 2014 Budget Act for network connectivity infrastructure grants is not offsetting revenue "...because districts and county offices of education do not actually receive these funds directly; they only receive the benefit. Thus a district or county office of education would never incur actual costs that would be reimbursed by this funding source."

To administer the allocation of the $26.7 million, the State Department of Education and the K-12 High Speed Network (K12 HSN) accepted applications from districts and county offices of education that identify lack of adequate internet connectivity as a barrier to administering the CAASPP. After selecting grant recipients, the state chose to manage the project procurement process and the K12 HSN secured contracts on behalf of the eligible districts. This approach resulted in project costs that were lower than what an individual district or county office of education would have paid. This program also pays ongoing monthly internet service costs on behalf of grant recipients through June 30, 2016.

Had the $26.7 million not been available, grant recipients that identified lack of adequate internet connectivity as a barrier to administering the CAASPP would have incurred costs to enter into the private market to procure increased broadband services.

Additional Funding Sources

The claimants assert that the $22.7 million from Provision 6 of Item 6110-113-0890 of the 2014 Budget Act is not offsetting revenue because "...California received a waiver under the No Child Left Behind Act (NCLB) of the requirement to administer an assessment in 2013-14 and 2014-15."

The waiver granted by the federal government for 2013-14 *does not* exempt California from the requirement to administer assessments as a condition of meeting NCLB. Specifically, the

waiver for 2013-14 was contingent on California local education agencies ensuring that, with the exception of students with the most significant cognitive disabilities, all students in grades 3 through 8 participated in the Smarter Balanced Assessment Consortium (SBAC) field test in English language arts/literacy and mathematics. It should be noted that the SBAC tests are one of the components contained within the CAASPP System. The waiver was sought to prevent: (1) "double-testing" of students by allowing schools to meet the assessment requirements in section 1111(b)(3) of NCLB by administering only one reading/language arts assessment and one mathematics assessment in 2013-14 to any individual student, and (2) mandatory reports of student performance on the field test. For 2014-15, California has requested to extend this waiver by one year.

If you have any questions regarding this letter, please contact Ian Johnson, Principal Program Budget Analyst for the Department of Finance at (916) 445-0328.

Sincerely,

THOMAS TODD
Assistant Program Budget Manager

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On April 28, 2015, I served the:

> **DOF Rebuttal Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
> Statutes 2013-2014, Chapter 489 (AB 484); Statutes 2014 Chapter 32, (SB 858); Statutes 2014, Chapter 327 (AB 1599)
> California Code of Regulations, Title 5, Section 850 through 864, inclusive; (Register 2014, No. 30; Effective Date: July 23, 2014); Certificate of Compliance (Register 2014, No. 35; Effective Date: August 27, 28, 2014)
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on April 28, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 4/24/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

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Exhibit H

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RECEIVED
May 11, 2015
Commission on State Mandates

May 11, 2015

LATE FILING

Heather Halsey
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COMMISSION ON STATE MANDATES
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Sacramento, CA 95814

Re: Claimants' Comments
California Assessment of Student Performance and Progress (CAASPP)
Test Claim 14-TC-01

Dear Ms. Halsey:

The following is in response to the Department of Finance ("DOF") comments dated April 27, 2015.

K-12 High Speed Network

In its most recent comment letter from April 27, 2015, DOF asserts that the $26.7 million included in the 2013-2014 budget for the California K-12 High Speed Network "resulted in project [District CAASPP] costs that were lower than what an individual district or county office of education would have paid" absent the Network's funding. First, this position is entirely unsupported by any evidence. Second, DOF's position confirms that Districts and County Offices of Education do not actually receive these funds directly; they only receive the benefit. Thus, a District or County Office of Education would never incur actual costs that would be reimbursed by this funding source.

Waiver Impacts Adequate Yearly Progress

DOF also contends the NCLB waiver received by California did not, in fact, exempt California from the requirement to administer as assessment in 2013-14 and 2014-15. Even if this is true, DOF has failed to explain why the $26.7 million is sufficient to cover the cost of the mandate. Moreover, DOF attempts to ignore Claimants' argument that CAASPP is, at the very least, a higher level of service. As was pointed out in Claimants' March 13, 2015 comment letter, STAR made California compliant with NCLB. Yet the SBAC – which is the primary assessment under CAASPP – is a fundamentally different assessment than anything that was administered under STAR. Thus, when California *chose* to replace STAR with CAASPP, it *chose* to establish a higher level of service and created a mandate.

Claimants' Comments

One Time State Funding is Inadequate.

On March 13, 2015, the California Educational Technology Professionals Association ("CETPA") submitted comments regarding two statewide surveys that received responses from over 400 Districts and County Offices of Education ("COE").

The intent of these surveys was to ascertain the level of confidence or concern with technology requirements associated with administering the CAASPP. The attachments to the comments include the following conclusions from the survey:

> These numbers supports the same two conclusions in each area. First, districts and COEs hired staff in order to prepare, purchased additional and higher quality devices, and improved their networks to administer the assessment. All of these enhancements required districts and COEs to expend their limited financial resources. Second, as of the beginning of this school year, additional funding was still needed in order for all districts and COEs to have sufficient staffing to provide technical support to administer the assessment, to have a sufficient number and quality of devices to administer the assessment, and to have sufficient network resources to administer the assessment.
>
> The surveys also found significant disparities in how districts and COEs utilized the $1.25 billion in one-time funding restricted to Common Core implementation.
>
> Extremely strong responses are seen to the perceived need for additional funding to meet these challenges. When asked about whether the one-time funding was sufficient to meet the technology needs of CAASPP, 54% of LEAs said no. When asked about the need for technology-specific funding to meet the challenges of Common Core and 21st Century Learning, in addition to CAASPP, 93% of respondents said there was a need for a moderate to significantly higher investment to meet that future.
>
> While the one-time Common Core funds (which are unclear for the near future) are helpful in the short term, they do not resolve the on-going demands associated with adequate staffing, staff training, equipment replacement, software purchase/licensing updating, broadband maintenance, and appropriate facilities - just to name a few. Too often the conversations regarding technology-readiness in schools focus on the "devices" without a fair consideration of the critically important role of

Claimants' Comments

> staffing, maintenance, software, and planning that must take place in order to make those devices work as intended.
>
> Notably, most districts and COEs spent more than half of this funding on professional development and instructional materials rather than technology. Finally, districts and COEs responded that the survey did not capture the extensive staffing and resources required for districts and COEs to be as ready as they were to administer the assessment and the negative impact (financial and otherwise).

The above excerpts from the comprehensive survey depict the inadequate funding that has been provided to CAASSP. One time appropriations have not covered the full cost of staffing, professional development, instructional materials or expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments, which normally takes place over a few years. With the Test Claim statues requiring assessments from 2013-2014 until 2019-2020, the total estimated statewide cost is in the range of $12-$15 billion dollars.

I declare by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Arthur M. Palkowitz
Attorney for Claimants

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On May 12, 2015, I served the:

Claimant Rebuttal Comments
California Assessment of Student Performance and Progress (CAASPP), 14-TC-01
Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;
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By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on May 12, 2015 at Sacramento, California.

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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 4/24/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

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June 1, 2015

Mr. Arthur Palkowitz
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And Parties, Interested Parties, and Interested Persons (See Mailing List)

Re: **Draft Proposed Decision, Schedule for Comments, and Notice of Hearing**
California Assessment of Student Performance and Progress (CAASPP), 14-TC-01
Education Code Sections 60602 et al.
Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, Vallejo City Unified School District, Claimants

Dear Mr. Palkowitz:

The draft proposed decision for the above-named matter is enclosed for review and comment.

Written Comments

Written comments may be filed on the draft proposed decision by **June 22, 2015**. You are advised that comments filed with the Commission are required to be simultaneously served on the other interested parties on the mailing list, and to be accompanied by a proof of service. However, this requirement may also be satisfied by electronically filing your documents. Please see http://www.csm.ca.gov/dropbox.shtml on the Commission's website for instructions on electronic filing. (Cal. Code Regs., tit. 2, § 1181.3.)

If you would like to request an extension of time to file comments, please refer to section 1187.9(a) of the Commission's regulations.

Hearing

This matter is set for hearing on **Friday, July 24, 2015**, at 10:00 a.m., State Capitol, Room 447, Sacramento, California. The proposed decision will be issued on or about July 10, 2015. Please let us know in advance if you or a representative of your agency will testify at the hearing, and if other witnesses will appear. If you would like to request postponement of the hearing, please refer to section 1187.9(b) of the Commission's regulations.

Sincerely,

Heather Halsey
Executive Director

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Hearing Date: July 24, 2015
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ITEM __

TEST CLAIM
DRAFT PROPOSED DECISION

Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301;

as added or amended by

Statutes 2013, Chapter 489[1] (AB 484); Statutes 2014, Chapter 32 (SB 858); Statutes 2014, Chapter 327 (AB 1599)

and California Code of Regulations, Title 5, Sections 850-864

as added or amended by

Register 2014, No. 30 and Register 2014, No. 35.

California Assessment of Student Performance and Progress (CAASPP)

14-TC-01

Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, Vallejo City Unified School District, Claimants

EXECUTIVE SUMMARY

Overview

This test claim alleges reimbursable costs mandated by the state for school districts to administer statewide academic assessments to students in accordance with the requirements of Statutes 2013, chapter 489; Statutes 2014, chapter 327; Statutes 2014, chapter 32; and title 5 of the California Code of Regulations, sections 850-864, as amended by Register 2014, Nos. 30 and 35. As the analysis herein explains, many of the code sections and regulations pled do not contain any mandatory or directory language, or mandate actions only by state-level entities such as the Superintendent of Public Instruction or the State Board of Education. Several more of the code sections pled make only clarifying changes, and do not impose new activities on local government. And, while just a few of the code and regulatory sections as amended by the statutes and registers pled do impose activities on local government that were not required under prior law, the analysis concludes that Local Education Agencies (LEAs) may have incurred increased costs mandated by the state during fiscal year 2013-2014, but beginning July 1, 2014 there are no costs mandated by the state, because the state has provided funding which is sufficient as a matter of law to cover the costs of the mandate.

[1] This statute was pled as "Statutes 2013-2014, Chapter 489 (AB 484)" in the test claim. However, it was chaptered by the Secretary of State and is later referred to by the Legislature, in the state budget as "Statutes 2013, Chapter 489". Therefore, this analysis will refer to it as "Statutes 2013, Chapter 489".

Procedural History

This test claim was filed with the Commission on State Mandates (Commission) on December 23, 2014,[2] and deemed complete and issued for comment on January 2, 2015. On January 28, 2015, the Department of Finance (Finance) requested an extension of time to comment on the test claim, which was granted for good cause.

On February 13, 2015, Finance filed written comments on the test claim.[3] Between February 12, 2015, and February 24, 2015, the following local governments filed comments on the test claim: Orange County Board of Education; Visalia Unified School District; Tulare Joint Union High School District; Santa Rosa City Schools; San Lorenzo Valley Unified School District; Del Norte County Office of Education; Cupertino Union School District; Belmont-Redwood Shores School District; Santa Cruz City Schools; and Moreno Valley Unified School District.[4] And, on February 12, 2015, Vallejo City Unified School District submitted a request to be joined as a claimant in the test claim,[5] which request was granted and noticed on February 18, 2015. On March 13, 2015 the claimants filed rebuttal comments,[6] and the California Educational Technology Professionals Association filed comments on the test claim.[7] On March 17, 2015, the claimant filed an amendment to the test claim, which was deemed incomplete. On March 27, 2015, the claimant cured the filing, and the amendment was deemed complete, and deemed to replace the December 23, 2014 test claim filing.[8] On April 27, 2015, Finance filed late comments in answer to claimants' rebuttal comments on the original test claim filing.[9]

On June 1, 2015, Commission staff issued the draft proposed decision.[10]

Commission Responsibilities

Under article XIII B, section 6 of the California Constitution, local agencies and school districts are entitled to reimbursement for the costs of state-mandated new programs or higher levels of service. In order for local government to be eligible for reimbursement, one or more similarly situated local agencies or school districts must file a test claim with the Commission. "Test claim" means the first claim filed with the Commission alleging that a particular statute or executive order imposes costs mandated by the state. Test claims function similarly to class

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[2] Exhibit A, Test Claim 14-TC-01. Based upon the filing date of December 23, 2014, the potential period of reimbursement begins July 1, 2013. However, since the effective dates of the test claims and regulations are later dates, the potential period of reimbursement begins on the effective date of the statute or regulation that imposes a state-mandate.

[3] Exhibit B, Finance Comments on Test Claim 14-TC-01.

[4] Exhibit X, Supporting Documentation.

[5] Exhibit C, Vallejo City Unified School District Request to Join Test Claim and Declarations.

[6] Exhibit D, Claimant Rebuttal Comments.

[7] Exhibit X, Supporting Documentation.

[8] Exhibit X, Notice of Complete Test Claim Filing.

[9] Exhibit E, Finance Late Comments.

[10] Exhibit F, Draft Proposed Decision.

actions and all members of the class have the opportunity to participate in the test claim process and all are bound by the final decision of the Commission for purposes of that test claim.

The Commission is the quasi-judicial body vested with exclusive authority to adjudicate disputes over the existence of state-mandated programs within the meaning of article XIII B, section 6. In making its decisions, the Commission cannot apply article XIII B as an equitable remedy to cure the perceived unfairness resulting from political decisions on funding priorities.[11]

Claims

The following chart provides a brief summary of the claims and issues raised and staff's recommendation.

Subject	**Description**	**Staff Recommendation**
Education Code section 60602, as amended by Statutes 2013, chapter 489 (AB 484)	Section 60602, which states that it shall become inoperative on July 1, 2014, states the intent of the Legislature to create statewide standardized testing and evaluation instruments to improve public education.	*Deny* – this section states only the intent of the Legislature, and does not mandate any activities on local government.
Education Code section 60602.5, as added by Statutes 2013, chapter 489 (AB 484)	Section 60602.5, scheduled to become operative on July 1, 2014, states the intent of the Legislature to provide statewide testing to assist teachers, administrators, and pupils and their parents; to improve teaching and learning; and to promote high-quality teaching and learning using a variety of assessment approaches and item types.	*Deny* – this section states only the intent of the Legislature, and does not mandate any activities on local government.
Education Code section 60603, as amended by Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 327 (AB 1599)	Section 60603 provides definitions of key terms "[a]s used in this chapter", including, but not limited to, "achievement test", "computer-based assessment", "field test", and "local educational agency".	*Deny* – this section provides only definitions, and does not mandate any activities on local government.
Education Code section 60604, as amended by Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 327 (AB	Section 60604 requires the Superintendent of Public Instruction to design and implement a statewide pupil assessment system consistent	*Deny* – this section imposes new activities only on the Superintendent of Public Instruction, and does not mandate any new activities on

[11] *City of San Jose v. State of California (1996)* 45 Cal.App.4th 1802.

1599)	with the requirements of the article and the objectives set forth in section 60602.5.	local government.
Education Code section 60607, as amended by Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 327 (AB 1599)	Section 60607 states that each pupil shall have an individual record by the end of grade 12 including the results of standardized and end-of-course examinations; and that the results or the individual record shall be private and may not be released without permission from the pupil or a parent or guardian. In addition, section 60607 states the intent of the Legislature that the results of the academic achievement tests be used by local educational agencies and schools to provide support and assist pupils in their academic development.	*Deny* – the amendments to this section are non-substantive, and merely replace the Standardized Testing and Reporting (STAR) program with the "Measurement of Academic Performance and Progress (MAPP)"; and then later the "California Assessment of Student Performance and Progress (CAASPP)".
Education Code section 60610, as amended by Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 327 (AB 1599)	Section 60610 provides that at the request of the state board, and in accordance with its rules and regulations, each county superintendent shall cooperate with and assist school districts and charter schools under his or her jurisdiction in carrying out the testing programs and other duties imposed on school districts by this chapter.	*Deny* – the only change to section 60610 made by the test claim statutes is to add "charter schools" following "school districts". This change may expand the number of schools that a county superintendent is required to cooperate with and assist, but it does not constitute a new activity or task. Nothing in the amended language imposes new activities on county offices of education.
Education Code section 60611, as amended by Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 327 (AB 1599)	Section 60611 states that an LEA, district superintendent, principal or teacher of any elementary or secondary school, including a charter school, shall not carry on any program for the sole purpose of test preparation of pupils for the statewide pupil assessment system or a particular test used in the statewide assessment.	*Deny* – this section is prohibitive, not mandatory, and does not impose any new activities or tasks on local government.

Education Code section 60612, as amended by Statutes 2013, chapter 489 (AB 484)	Section 60612 requires the Superintendent of Public Instruction, "[u]pon adoption or approval of assessments pursuant to this chapter" to "prepare and make available to parents, teachers, pupils, administrators, school board members, and the public, easily understood materials…describing the nature and purposes of the assessments, the systems of scoring, and the valid uses to which the assessments will be put."	*Deny* – this section imposes new duties on the Superintendent of Public Instruction, and does not, by its plain language, impose any activities or tasks on local government.
Education Code section 60641, as amended by Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 327 (AB 1599)	Section 60641 requires local educational agencies to administer the CAASPP tests to all pupils, including charter school pupils but excluding pupils exempted pursuant to section 60640, and to report the results of the assessments described in section 60640 to a pupil's parent or guardian, and to the school and teachers; and to report districtwide, school-level, and grade-level results to the governing board of the school district and the county office of education.	*Deny* – this section provides for the administration of the CAASPP, and reporting the scores to pupils, parents, schools, and teachers, as specified. However, these requirements all existed with the former STAR test, and the changes are either technical or limiting, as compared with prior law, and there is no new or additional activity required.
Education Code section 60642.6, as added by Statutes 2013, chapter 489 (AB 484)	Section 60642.6 provides that the California Department of Education shall acquire and offer to LEAs at no cost interim and formative assessment tools for kindergarten and grades 1 through 12.	*Deny* – this section imposes a requirement only on the California Department of Education, not on local government.
Education Code section 60643, as amended by Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 327 (AB 1599)	Section 60643 provides the requirements of contracts entered into between the California Department of Education and "the contractor or contractors of the achievement tests provided for in Section 60640".	*Deny* – this section requires new activities only of the Department and the Superintendent; the contracting for the statewide assessment does not involve local government, and nothing in this section imposes new requirements on local

		government.
Education Code section 60643.6, added by Statutes 2013, chapter 489 (AB 484); amended by Statutes 2014, chapter 327 (AB 1599)	Section 60643.6 provides that an LEA shall be reimbursed by the contractor for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials.	*Deny* – this section imposes a duty on the contractor selected to provide the assessments to reimburse an LEA in the case of late delivery causing unexpected expenses; it does not impose any new activities or costs on local government.
Education Code section 60648, as amended by Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 327 (AB 1599)	Section 60648 provides that the Superintendent shall recommend, and the state board shall adopt, performance standards for the CAASPP summative tests, and the state board shall review those standards every five years to determine whether adjustments are necessary.	*Deny* – this section places requirements on the Superintendent and the state board, not on local governments. The section does not impose any new activities or tasks on local government.
Education Code section 60648.5, as added by Statutes 2013, chapter 489 (AB 484)	Section 60648.5 provides that the first full administration of the new assessments shall occur in the 2014-2015 school year unless the state board determines otherwise; and that the Department of Education shall determine how school districts are progressing toward implementation and the extent to which the assessments aligned to the common core standards in English and mathematics can be fully implemented.	*Deny* – this section provides a time for implementation of the CAASPP assessments provided for in sections 60640 and 60641, but does not itself contain the mandatory language requiring school districts to administer the assessments. The remaining mandatory requirements of this section are aimed at the Department of Education, not at local government.
Education Code section 60649, as added by Statutes 2013, chapter 489 (AB 484)	Section 60649 requires the department to develop a three year plan, with approval of the state board, supporting the continuous improvement of the assessments, and including a process for obtaining independent, objective technical advice and consultation. This section remains in effect only until July 1, 2021, by its own terms, unless extended by a later	*Deny* – this section imposes new requirements only on the Department of Education, not on local government. There are not new activities or tasks required of local government based on the plain language of this section.

	enactment.	
Education Code section 60810, as amended by Statutes 2014, chapter 327 (AB 1599)	Section 60810 requires the Superintendent to review existing tests that assess the English language development of pupils whose primary language is other than English and determine which, if any, is sufficient to assess pupils in grades 2 through 12, and provide sufficient information to determine proficiency. The Superintendent shall either select an appropriate test and report to the state board and the Legislature, or may, with approval of the state board, contract to develop a test or series of tests or modify an existing test to satisfy the requirements.	*Deny* – this section imposes duties only on the Superintendent of Public Instruction, and does not mandate any new activities or tasks on local government.
Education Code section 99300, as amended by Statutes 2013, chapter 489 (AB 484)	Section 99300 provides that for purposes of the Early Assessment Program established for the CSU system and the California Community Colleges, the former tests, the California Standards Test (CST) and the augmented CST "may be replaced with the grade 11 consortium computer-adaptive assessments…"	*Deny* – this section does not impose any new activities or tasks on local government. It merely clarifies that for purposes of the EAP, community colleges and the CSUs may now rely on the new CAASPP assessments, rather than the former CST.
Education Code section 99301, as amended by Statutes 2013, chapter 489 (AB 484), section 28.5	Section 99301 was amended to provide that the results of the grade 11 CAASPP tests, or a standards-aligned successor assessment, could be used by community colleges, and provided to the Chancellor of the California Community Colleges, to provide diagnostic advice to, or for the placement of, prospective community college students participating in the Early Assessment Program.	*Deny* – this requirement is not new; prior law provided for the same information to be made available to the Chancellor with respect to the CST, and the amendments to section 99301 are technical and clarifying in nature, and merely recognize the change from the CST program to the CAASPP program of assessment.

Code of Regulations, title 5 sections 862 862.5, 863, and 864.	Sections 862 862.5, 863, and 864, make up a portion of the body of law which implements the CAASPP testing program, including reporting requirements, a description of funding apportionments and allowable uses of those apportionments, and a requirement to comply with requests from contractors and the consortium.	*Deny* – Register 2014, No. 30 reenacted sections 862 862.5, 863, and 864 exactly as written in Register 2014, No. 6.[12] Register 2014, No. 35 also made no changes to these sections. Therefore, Code of Regulations, title 5, sections 862 862.5, 863, and 864, which were not amended by Register 2014, Nos. 30 and 35, do not impose any new activities on local government.
Code of Regulations, title 5, sections 850; 851; 852; 853.5; 853.7; 855; 857; 858; 859;, as amended by Register 2014, Nos. 30 and 35.	Sections 850; 851; 852; 853.5; 853.7; 855; 857; 858; 859, as pled, implement the CAASPP testing program, including providing definitions of terms, specifying the timing of the tests during the school year, describing the designated supports and accommodations that must be included in the testing software, providing for the duties of LEA and test-site coordinators, and stating the contents of the security agreements.	*Deny* – Sections 850; 851; 852; 853.5; 853.7; 855; 857; 858; 859 as amended by Register 2014, Nos. 30 and 35 do not impose any new requirements or activities as compared with prior law.
Education Code section 60640, as amended by Statutes 2013, chapter 489 (AB 484) and Statutes 2014, chapter 32 (SB 858); and Code of Regulations, title 5, section 853, as amended by Register 2014, No. 35.	Education Code section 60640 describes the contents of the CAASPP, including the "consortium summative assessments", and provides that the Superintendent of Public Instruction shall make available a paper and pencil version of the assessments for up to three years for pupils unable to access the computer-based assessments. Section 853 of the regulations provides that the primary mode of administration of the	*Partially Approve* – the test claim statutes require, and the regulations reiterate, that the new CAASPP assessments shall be administered on computers. Beginning July 1, 2014, there is substantial new funding provided that is specifically intended to pay for the mandated costs, and in an amount that is sufficient as a matter of law to cover the costs of the program. However, from January 1, 2014 to June 30, 2014, there is

[12] Compare Code of Regulations, title 5, section 864 (Register 2014, No. 6) with Code of Regulations, title 5, section 864 (Register 2014, No. 30).

	CAASPP shall be via a computing device.	funding available, but it is not required to pay for the mandated activities. Therefore, staff finds that costs incurred between January 1, 2014 and June 30, 2014 to prepare for and administer the CAASPP via computers, including, as necessary, the purchase of hardware, software, or peripherals, and technology infrastructure improvements, may be reimbursable to the extent LEAs utilize general revenue-limited funds to pay for those incurred costs.
Code of Regulations, title 5, section 861	Section 861 provides that LEAs shall provide any and all program and demographic data requested by the California Department of Education; and, in addition, shall report pupils that are not tested due to exemption or illness, and pupils who used designated supports, accommodations, or individualized aids.	*Deny*– Register 2014, No. 35 adds new express provisions to the report filed with the Department, beginning August 27, 2014, to include information on pupils who used designated supports or individualized aids. This constitutes an increased level of service. However, beginning July 1, 2014, there is substantial new funding provided that is specifically intended to pay for the mandated costs, and in an amount that is sufficient as a matter of law to cover the costs of the program. Therefore, this activity does not impose costs mandated by the state.

Analysis

A. Most of the code sections and regulations pled do not impose any activities on local government or are not new as compared to the law immediately prior to the statutory or regulatory sections pled, and, thus, do not impose a new program or higher level of service within the meaning of article XIII B, section 6 of the California Constitution.

1. Statutes Pled

The Statutes pled in this test claim are Statutes 2013, chapter 489; Statutes 2014, chapter 32; and Statutes 2014, chapter 327. The majority of the code sections amended by the statutes pled do

not impose any requirements at all, or do not impose new activities as compared with prior law. For example, sections 60602 and 60602.5, as added or amended, contain only Legislative intent language. Section 60603, as amended, is definitional, and section 60611 is prohibitive; neither contains any mandatory language. Sections 60604, 60612, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, and 60810 impose new activities only on state entities, rather than local governments. Sections 60607, 60610, 60641, 99300, and 99301 make only clarifying and consistency changes, and do not impose new activities. Staff finds that none of these sections impose any new requirements on local government, and each must be denied.

2. Regulations Pled

Government Code section 17553 requires that all test claims include "[a] written narrative that identifies specific sections of statutes or executive orders and the *effective date and register number* of regulations alleged to contain a mandate…"[13] Accordingly, claimants are required to plead with specificity the statutes and chapters, and regulations with register number and effective date. Here, the amended test claim pleads Code of Regulations, title 5, sections 850-864, inclusive, as added or amended by Register 2014, No. 30 and Register 2014, No. 35.

However, Code of Regulations, title 5, sections 850-864 have long existed and, prior to the test claim regulations, were most recently amended by Register 2014, No. 6, which was transmitted to the Office of Administrative Law (OAL) as an emergency regulatory action, with an effective date of February 3, 2014, set to expire on August 5, 2014.[14] Because only Register 2014, Nos. 30 and 35 were pled, only the changes made by those regulatory actions may be considered in this test claim. The Commission's analysis focuses on activities that are new as compared with the law in effect prior to the statutes and regulations pled.[15]

Register 2014, No. 30 reenacted sections 862, 862.5, 863, and 864 exactly as written in Register 2014, No. 6.[16] Register 2014, No. 35 also made no changes to these sections. Therefore, Code of Regulations, title 5, sections 862 862.5, 863, and 864, which were not amended by Register 2014, Nos. 30 and 35, do not impose any new activities on local government.

Additionally, section 850 does not impose any requirements on local government.

Finally, sections 851; 852; 853.5; 853.7; 855; 857; 858; 859 as amended by Register 2014, Nos. 30 and 35 do not impose any new requirements or activities as compared with prior law

Accordingly, staff finds that sections 862, 862.5, 863, and 864, which were not amended by Register 2014, Nos. 30 and 35 and 850, 851, 852, 853.5, 853.7, 855, 857, 858, 859, as amended by Register 2014, Nos. 30 and 35, must be denied.

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[13] Government Code section 17553(b)(1) (Stats. 2007, ch. 329 (AB 1222)). See also Code of Regulations, title 5, section 1183.2

[14] Exhibit X, February 2014 Emergency Regulations.

[15] *San Diego Unified School Dist*., *supra*, 33 Cal.4th 859, 874-875, 878; *Lucia Mar Unified School District v. Honig* (1988) 44 Cal.3d 830, 835.

[16] Compare Code of Regulations, title 5, section 864 (Register 2014, No. 6) with Code of Regulations, title 5, section 864 (Register 2014, No. 30).

B. Education Code section 60640 and section 861 of the title 5 regulations, as amended by the test claim statutes and regulations, impose two new activities on local government that mandate a new program or higher level of service.

1. Education Code section 60640, as amended by the test claim statutes, imposes a new one-time requirement on school districts to provide computer technology necessary for each student to take the CAASPP.

Section 60640, as amended by the test claim statutes, replaces the STAR exam with the CAASPP, beginning in the 2013-2014 school year. The statute replaces the former CSTs required for grades 2 to 11, inclusive, in English language arts and mathematics with the Smarter Balanced summative assessments, which are designed to be administered on computer, and to be adaptive to student responses. Grades 9 and 10 are no longer required to take the annual assessments previously required,[17] and the California Modified Assessment is no longer necessary with the appropriate "universal tools" and "designated supports" available within the computer adaptive Smarter Balanced tests.[18] Therefore, pursuant to section 60640, as amended, only the following tests are now required:

- A consortium summative assessment in English language arts and mathematics for grades 3-8 and 11, aligned with the Common Core State Standards;
- Science grade level assessments in grades 5, 8, and 10, aligned with standards adopted by SBE, until a successor assessment is implemented on the Superintendent's recommendation;
- The California Alternate Performance Assessment in grades 2 to 11, inclusive, in English language arts and mathematics, and the CAPA for science in grades 5, 8, and 10, which measures content standards adopted pursuant to Section 60605 until a successor assessment is implemented; and
- The Early Assessment Program established by Chapter 6 (commencing with Section 99300).

School districts are authorized, but not required, to administer a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605 to pupils who are identified as limited English proficient and enrolled in any of grades 2 to 11, inclusive, until a subsequent primary language assessment aligned to the common core standards in English language arts is developed.[19] A school district may also "administer achievement tests in grades other than those required by this section as it deems appropriate."[20]

Many of the plain language requirements of section 60640 are either not new, or constitute a lower level of service as compared with prior law. For example, the requirement to administer a

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[17] Assembly Third Reading, AB 484, as amended May 24, 2013.

[18] See Exhibit X, CMA Pilot Test, California Department of Education.

[19] Education Code section 60640(b) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[20] Education Code section 60640(i) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

statewide assessment pursuant to section 60640(b), (f), and (k) is no different under prior law. Former section 60640(b) provided: "From the funds available for that purpose, each school district, charter school, and county office of education shall administer to each of its pupils in grades 2 to 11, inclusive, the standards-based achievement test provided for in Section 60642.5." Section 60642.5, in turn, required the Superintendent to develop an assessment, "to be called the California Standards Tests," which included "reading, spelling, written expression, and mathematics" for pupils in grades 2 to 8, and "reading, writing, mathematics, history-social science, and science" for pupils in grades 9 to 11.[21] Amended section 60640 provides for the assessments to include "[a] consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11…" and "[s]cience grade level assessments in grades 5, 8, and 10…" Therefore, the assessments required under section 60640(b) are a *lower level of service* than that required under former sections 60640 and 60642.5.

Moreover, section 60640(b)(1)(B) explains that "[i]n the 2013-14 school year, the consortium summative assessment in English language arts and mathematics *shall be a field test only*..." The field test is not intended to include all components of the assessments, and indeed the CDE report to the State Board and the Legislature indicates that many students only participated in either the computer-based test or the performance task, and not both.[22] In addition, school districts were not required to report the results of the field test, either to parents, or for state and federal accountability purposes.[23] Therefore, the requirement of section 60640 to administer a field test for the 2013-2014 school year constitutes a lower level of service, and not new, except with respect to the use of computers, as discussed below.

Section 60640(k), as amended, restates exactly the requirements of former section 60640(e), except that the reference to Title 20, United States Code, section 1412(a)(17) now states "Section 11412(a)(16) of Title 20…"[24] And, the requirements of former section 60640(f), describing the primary language assessment, are restated in section 60640(b)(5).[25]

None of the above-described provisions constitutes an increase in service or a new activity. However, there is an increase in the level of service, and a new requirement, inherent in the administration of the new CAASPP tests via computer. Section 60640(e) provides:

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[21] Education Code section 60642.5 (Stats. 2008, ch. 752 (AB 519)); See also, former Education Code section 60603 (Stats. 2004, ch. 233 (SB 1448)).

[22] Education Code section 60640(f)(2) (Stats. 2013-2014, ch. 489 (AB 484)); Education Code section 60603 (Stats. 2013-2014, ch. 489 (AB 484)). See also, Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, pages 16; 41.

[23] Exhibit X, Smarter Balanced Field Test Questions and Answers, page 1.

[24] Compare Former Education Code section 60640(e) (as amended, Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SBX5 1)) with Education Code section 60640(k) (as amended, Stats. 2013, ch. 489 (AB 484)).

[25] Compare Former Education Code section 60640(f) (as amended, Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SBX5 1)) with Education Code section 60640(b) (as amended, Stats. 2013, ch. 489 (AB 484)).

> The Superintendent shall make available a paper and pencil version of any computer-based CAASPP assessment for use by pupils who are unable to access the computer-based version of the assessment for a maximum of three years after a new operational test is first administered.[26]

Additionally, the definitions found in section 60603 of "computer adaptive assessment" and "computer-based assessment" demonstrate the Legislature's intent that the new assessments are to be computer-based. Moreover, section 853 of the title 5 regulations, as amended by Register 2014, No. 35, states the following: "The primary mode of administration of a CAASPP tests shall be via a computing device, the use of an assessment technology platform, and the adaptive engine."[27]

School districts were not required under prior law to provide computers and adequate technology necessary to administer standardized assessments under the STAR program. Thus, beginning January 1, 2014, the requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers, is new. However, staff notes that this requirement is a one-time requirement. Each LEA CAASPP coordinator is required by section 857 of the title 5 regulations to "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractors."[28] This ongoing duty, however, was added by Register 2014, No. 6, which was not pled in this test claim.[29] Thus, the Commission cannot, as a matter of law, find an ongoing requirement to ensure compliance with the technology.

Staff finds that the one-time requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers provides a higher level of service to the public. The goal of CAASPP is to provide assessments that can assist teachers, administrators, students and parents/guardians with a better understanding of college and career readiness, which are aligned to the Common Core State Standards. The computer adaptive assessments are intended to provide more accurate and faster results for teachers and pupils.[30]

2. California Code of Regulations, title 5, section 861, as amended by Register 2014, No. 35 (eff. August 27, 2014), requires school districts to include new information in their report to CDE.

Education Code section 60640(n), effective January 1, 2014, required school districts to report to the Superintendent all of the following information as a condition of receiving funds: (1) The pupils enrolled in the local educational agency in the grades in which assessments were

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[26] Education Code section 60640(e) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[27] Code of Regulations, title 5, section 853(b) (Register 2014, No. 35).

[28] Code of Regulations, title 5, section 857 (Register 2014, No. 6).

[29] Exhibit A, Test Claim 14-TC-01, page 1.

[30] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 8. See also, www.smarterbalanced. Org [entries "About" and "Computer Adaptive Testing"].

administered pursuant to subdivisions (b) and (c); (2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency; and (3) The pupils in paragraph (1) who were exempted from the test pursuant to this section.[31] In addition, section 861 of the Title 5 regulations, effective February 3, 2014, required school districts to provide any and all program and demographic pupil data requested by CDE in order to assess pupils under the CAASPP requirements of Education Code section 60640 and for inclusion in the California Longitudinal Pupil Achievement Data System (CALPADS.)[32]

However, section 861, as amended by Register 2014, No. 35, effective August 27, 2014, added two additional items to be reported to CDE in subdivision (b): if a pupil used a designated support, and if a pupil used an individualized aid.

Former Education Code section 60643, in accordance with the federal accountability requirements, provided that test publishers for the former STAR assessments must agree to provide disaggregated scores for limited-English-proficient pupils, as well as providing disaggregated scores for pupils who have individualized education programs.[33] However, even though information about designated supports and individualized aids provided for pupils subject to the CAASPP assessment may be necessary for the state to provide disaggregated scores for purposes of federal reporting requirements under No Child Left Behind (NCLB), there was no prior requirement in the law for school districts to provide this information to CDE.

Thus, these reporting requirements are new, and increase the level of service provided to the public by helping the state obtain NCLB funding for public education.[34] Since section 861, as amended by Register 2014, No. 35, became effective on August 27, 2014 (after the CAASPP field test) school districts will be required to first comply with the new reporting requirements of section 861 following the administration of the spring 2014-2015 CAASPP tests.

3. The new requirements imposed by Education Code Section 60640 and California Code of Regulations, title 5, section 861, as amended by the test claim statutes and regulations are mandated by state law.

Finance argues that the CAASPP program, like the STAR testing program that preceded it, is required to meet federal program requirements, and to avoid a loss of funding. Finance states: "we reiterate comments previously submitted as part of the proceedings for the STAR test claim…that NCLB is a federal mandate, and therefore the STAR program could not be found to be a state mandate because it is required to comply with NCLB."[35,36]

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[31] Education Code section 60640(n) (Stats. 2013, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[32] CALPADS is a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.

[33] Former Education Code section 60643 (Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SB 11)).

[34] *Long Beach Unified School Dist. v. State* (1990) 225 Cal.App.3d 155, 172, [finding that education is a peculiarly governmental function and is administered by local agencies to provide a service to the public].

[35] Exhibit C, Finance Comments, pages 1-2.

The claimants counter that the STAR test claim determined that some of the testing requirements *were* a reimbursable mandate, notwithstanding the underlying federal requirement to administer standardized academic assessments; and that the STAR II and III test claim did not reach the federal mandate issue. And, the claimants argue, "regardless of whether STAR itself was a federal mandate, CAASPP certainly is not." The claimants reason that "California was compliant with NCLB's requirement to administer assessments to determine students' levels of academic achievement under STAR…[but the Legislature] chose – without any change to NCLB – to adopt a new assessment regime that was much more expansive (and expensive)."[37]

Government Code section 17556(c) provides that the Commission shall not find costs mandated by the state where the test claim statute or regulations impose a requirement that is mandated by a federal law or regulation and results in costs mandated by the federal government, "unless the statute or executive order mandates costs that *exceed the mandate in that federal law or regulation.*"[38]

In *Hayes*, the court determined that even if the state enacts legislation to comply with a federal mandate, the activities required by the legislation may still impose a state-mandated program if the manner of implementation of the federal program is left to the true discretion of the state. "If the state freely chooses to impose the costs upon the local agency as a means of implementing a federal program then the costs are the result of a reimbursable state mandate regardless whether the costs were imposed upon the state by the federal government."[39]

In addition, the Court of Appeal in *Long Beach Unified School District v. State*[40] considered whether regulations requiring local educational agencies to take certain specific steps to alleviate or eliminate racial segregation in schools could constitute a state mandate, given that school districts already had a duty to do so based on the Constitution of the United States and case law interpreting the Constitution. The court held that while "school districts do indeed have a constitutional obligation to alleviate racial segregation…the courts have been wary of requiring specific steps in advance of a demonstrated need for intervention." The court continued: "a review of the Executive Order and guidelines shows that a higher level of service is mandated because their requirements *go beyond constitutional and case law requirements*."[41] In other words, because the test claim regulation in *Long Beach Unified* was both more expansive and

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[36] SBE, for its part, asserts that the test claim regulations do not impose a state mandate because they do not extend beyond the scope and purpose of the test claim statutes. See, e.g., Exhibit X, Final Statement of Reasons for CAASPP Regulations [discussing proposed changes to sections 853.5 and 853.7: "Mandating in the regulations that LEAs make an affirmative determination concerning every ELs need for a designated support(s) is not required by federal law and would create an unfunded mandate when there is nothing in the CAASPP law creating a state mandate."].

[37] Exhibit D, Claimant Comments, page 5.

[38] Government Code section 17556(c) (Stats. 2010, ch. 719 (SB 856)) [emphasis added].

[39] *Hayes v. Commission on State Mandates* (1992) 11 Cal.App.4th 1564, 1593-1594.

[40] *Long Beach Unified School Dist., supra,* 225 Cal.App.3d 155.

[41] *Id*, at p. 173 [emphasis added].

more specific than what was required by federal law, the court found a reimbursable state mandate.

Section 60640, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 32 replaces the STAR with the CAASPP for the 2013-2014 school year. Like the STAR program that preceded it, there is no dispute that the CAASPP tests satisfy the accountability requirements of NCLB. However, the state was not forced to adopt the computerized CAASPP tests in order to comply with NCLB.

Therefore, staff finds that the following new requirements are mandated by the state:

- Beginning January 1, 2014, the one-time requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers. (Ed. Code, § 60640, Stats. 2013, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858).)
- Beginning August 27, 2014, include in the report to CDE, if a pupil used a designated support or an individualized aid for purposes of the CAASPP assessment. (Cal. Code Regs., tit. 5, § 861(b), Register 2014, No. 35.)

C. There are Costs Mandated by the State Pursuant to Government Code Section 17514, From January 1, 2014 until June 30, 2014 Only.

Government Code section 17514 defines "costs mandated by the state" as any increased cost that a local agency or school district incurs as a result of any statute or executive order that mandates a new program or higher level of service. Government Code section 17556(e) implements article XIII B, section 6, which requires subvention only when the costs in question can be recovered solely from tax revenues.

1. The 2013-2014 Budget Act contains only potentially offsetting revenues, pursuant to Government Code sections 17556(e) and 17557, and therefore some school districts may have incurred costs mandated by the state from January 1, 2014 through June 30, 2014 for the one-time activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers.

Line Items 6110-113-0001 and 6110-113-0890, in the 2013-2014 Budget Act, address costs of the STAR assessments, which were replaced by CAASPP as of January 1, 2014. To the extent school districts applied the funds intended for STAR to the costs of the new assessments, their annual claims should reflect an adjustment to reimbursable costs mandated by the state,[42] but nothing in the 2013-2014 Budget Act requires school districts to apply funding to a program that did not yet exist when the Budget Act was written.

Similarly, although Statutes 2013, chapter 48 (AB 86) recognizes the pending improvements in internet connectivity that may be necessary to administer computer-based assessments, the $1.25

[42] See *County of Fresno v. State of California* (1991) 53 Cal.3d 482,p. 487 ["…read in its textual and historical context section 6 of article XIII B requires subvention only when the costs in question can be recovered solely from tax revenues."].

billion in Common Core implementation funding is not *required* to fulfill those needs first; it expressly states that a school district shall expend funds "for *any* of the following purposes…"[43]

As noted above, the earliest of the three test claim statutes pled, Statutes 2013, chapter 489, has an effective date of January 1, 2014. The administration of the 2013-2014 field test of the Smarter Balanced computer-based assessments was scheduled to take place, in accordance with the February 2014 emergency regulations, "during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days."[44] As a result, all students were administered the field test between March 25 and June 13 of 2014.[45] Therefore, at least some school districts likely incurred mandated costs for the one-time activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers after January 1, 2014, but before the 2014-2015 Budget Act took effect on July 1, 2014. To the extent school districts can show that they incurred state-mandated increased costs to comply with this requirement between January 1, 2014 and June 30, 2014, those costs are mandated by the state and are eligible for reimbursement.

2. Absent evidence to the contrary, the State has appropriated revenues sufficient to fund the cost of both mandated activities in the 2014-2015 Budget Act and, thus, there are no costs mandated by the state beginning July 1, 2014.

Two budget line items in the 2014-2015 Budget Act, Statutes 2014, chapter 25 (SB 852), together provide over $145 million[46] for local assistance to implement the CAASPP, and section 862 of Code of Regulations, title 5, clearly states that the apportionment made to each LEA includes costs for staffing, "staff training, and other expenses related to testing…", as well as "[a]ll expenses incurred at the LEA and school/test site(s) related to testing."[47] Moreover, the 2013-2014 Budget Act provided slightly less than $100 million for the former STAR tests, and therefore the 2014 budget represents an increase of at least $45 million in local funding for the new assessments.[48] The claimants have made no effort to introduce evidence in the record that the funding is insufficient as a matter of law; the record contains only estimates of the claimants' costs for 2014-2015, totaling approximately $15 million, and the bare assertion that estimated statewide costs will reach $1 billion.[49] As indicated by the claimant in their rebuttal comments, "claimants do not contest that the $126.8 million… constitutes 'additional revenues' under Government Code section 17556(e)…(or even $149.5 million if combined with the Title VI

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[43] Statutes 2013, chapter 48 (AB 86), section 85(d) [emphasis added].

[44] Code of Regulations, title 5, section 855 (Register 2014, No. 6).

[45] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 42.

[46] A small amount of each line item is not specifically identified for activities required by Statutes 2013-2014, chapter 489 (AB 484).

[47] Code of Regulations, title 5, section 862 (Register 2014, No. 6).

[48] Compare Statutes 2013, chapter 20 (AB 110) with Statutes 2014, chapter 25 (SB 852).

[49] Exhibit A, Test Claim, page 73; Exhibit B, Vallejo City Unified Request to Join Test Claim, pages 5-6.

funds)." However, claimants allege that the funding is "simply woefully inadequate..." These assertions are not supported by evidence in the record: section 1183.2 of the Commission's regulations requires assertions of fact to be supported by documentary evidence.[50] And, pursuant to Government Code section 17559, the Commission's findings must be based on substantial evidence in the record.[51]

Conclusion

Based on the foregoing analysis, staff finds that Education Code section 60640, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 32, imposes a reimbursable state-mandated program on school districts for the one-time activity of providing "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers from January 1, 2014 to June 30, 2014, only. Funding identified in the 2013-2014 Budget Act (Line Items 6110-113-0001 and 6110-113-0890) and the $1.25 billion appropriated for Common Core implementation by Statutes 2013, chapter 48 are potentially offsetting revenues that must be deducted from annual costs claimed to the extent a school district uses those funds for the mandated activity.

All other statutes, regulations, and claims for reimbursement must be denied.

Staff Recommendation

Staff recommends that the Commission adopt the proposed decision to partially approve this test claim, for the period of January 1, 2014 to June 30, 2014 only.

[50] Code of Regulations, title 2, section 1183.2.

[51] Government Code section 17559 (Stats. 1999, ch. 643 (AB 1679)).

BEFORE THE

COMMISSION ON STATE MANDATES

STATE OF CALIFORNIA

IN RE TEST CLAIM ON: Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, 99301 as added or amended by Statutes 2013, Chapter 489 (AB 484)[52]; Statutes 2014, Chapter 32 (SB 858); Statutes 2014, Chapter 327 (AB 1599) Code of Regulations, Title 5, Sections 850-864, as added or amended by Register 2014, Nos. 30 and 35. Filed on December 23, 2014; Amended March 17, 2015 By, Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, Vallejo City Unified School District, Claimants.	Case Nos.: 14-TC-01 *California Assessment of Student Performance and Progress (CAASPP)* DECISION PURSUANT TO GOVERNMENT CODE SECTION 17500 ET SEQ.; CALIFORNIA CODE OF REGULATIONS, TITLE 2, DIVISION 2, CHAPTER 2.5, ARTICLE 7. (*Adopted July 24, 2015*)

DRAFT PROPOSED DECISION

The Commission on State Mandates (Commission) heard and decided this test claim during a regularly scheduled hearing on July 24, 2015. [Witness list will be included in the adopted decision.]

The law applicable to the Commission's determination of a reimbursable state-mandated program is article XIII B, section 6 of the California Constitution, Government Code sections 17500 et seq., and related case law.

The Commission [adopted/modified] the proposed decision to [approve/deny] the test claim at the hearing by a vote of [vote count will be included in the adopted decision].

[52] This statute was pled as "Statutes 2013-2014, Chapter 489 (AB 484)" in the test claim. However, it was chaptered by the Secretary of State and is later referred to by the Legislature, in the state budget, as "Statutes 2013, Chapter 489". Therefore, this analysis will refer to it as "Statutes 2013, Chapter 489".

Summary of the Findings

The Commission finds that Education Code section 60640, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 32, imposes a reimbursable state-mandated program on school districts for the one-time activity of providing "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers, from January 1, 2014 to June 30, 2014, only. Funding identified in the 2013-2014 Budget Act (Line Items 6110-113-0001 and 6110-113-0890) and the $1.25 billion appropriated for Common Core implementation by Statutes 2013, chapter 48 are potentially offsetting revenues that must be deducted from annual costs claimed for the above-described period to the extent a school district uses those funds for the mandated activity.

All other statutes, regulations, and claims for reimbursement are denied because:

A. Most of the code sections and regulations pled do not impose any activities or tasks on local government, or are not new as compared to the law immediately prior to the statutes or regulatory registers pled and, thus, do not impose a new program or higher level of service within the meaning of article XIII B, section 6 of the California Constitution.

B. Education Code section 60640 and section 861 of the title 5 regulations, as amended by the test claim statutes and regulations, impose two new activities on local government that mandate new programs or higher levels of service.

    1. Beginning January 1, 2014, the one-time requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers. (Ed. Code, § 60640, Stats. 2013, ch. 489; Stats. 2014, ch. 32.)

    2. Beginning August 27, 2014, include in the report to CDE, if a pupil used a designated support or an individualized aid for purposes of the CAASPP assessment. (Cal. Code Regs., tit. 5, § 861(b), Register 2014, No. 35.)

C. There are costs mandated by the state pursuant to Government Code section 17514, from January 1, 2014 until June 30, 2014 for the first mandated activity only because:

    1. The 2013-2014 Budget Act contains only potentially offsetting revenues, pursuant to Government Code sections 17556(e) and 17557, and therefore some school districts may have incurred costs mandated by the state between January 1, 2014 and June 30, 2014 for the one-time activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers; and

    2. Absent evidence to the contrary, the state has appropriated revenues sufficient to fund the cost of both mandated activities in the 2014-2015 Budget Act and, thus, there are no costs mandated by the state beginning July 1, 2014.

COMMISSION FINDINGS

I. Chronology

12/23/2014	This test claim was filed with the Commission.
01/02/2015	The test claim was deemed complete and issued for comment.[53]
01/28/2015	Department of Finance (Finance) requested an extension of time to file comments, which was approved for good cause.
02/12/2015	Vallejo City Unified School District requested to be joined as a claimant in the test claim, which was approved and noticed on February 18, 2015.[54]
02/13/2015	Finance filed written comments on the test claim.[55]
02/13/2015-02/24/2015	The following local governments filed written comments on the test claim: Orange County Board of Education; Visalia Unified School District; Tulare Joint Union High School District; Santa Rosa City Schools; San Lorenzo Valley Unified School District; Del Norte County Office of Education; Cupertino Union School District; Belmont-Redwood Shores School District; Santa Cruz City Schools; and Moreno Valley Unified School District.[56]
03/13/2015	The California Educational Technology Professionals Association filed comments on the test claim.[57]
03/13/2015	The claimant filed rebuttal comments.[58]
03/17/2015	The claimant filed an amendment to the test claim, which was deemed incomplete.
03/25/2015	The claimant cured the incomplete filing, and the amended test claim was deemed to replace the original test claim filing and was issued for comment.
04/27/2015	Finance submitted late comments purporting to rebut claimant's rebuttal to Finance's comments on the original test claim filing, which has now been superseded by the amended test claim filing.[59]

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[53] Based upon the filing date of December 23, 2014, the potential period of reimbursement begins July 1, 2013. However, since the test claim statutes and regulations became effective after July 1, 2013, the potential period of reimbursement begins on the effective date of the statute or regulation that imposes a state-mandate.

[54] Exhibit B, Vallejo City Unified Request to Join Test Claim.

[55] Exhibit C, Finance Comments on Test Claim.

[56] Exhibit X, Supporting Documentation.

[57] Exhibit X, Supporting Documentation.

[58] Exhibit D, Claimant Rebuttal Comments.

[59] Exhibit E, Finance Late Comments.

05/11/2015 Claimant submitted additional, late rebuttal comments on Finance's late comments.

06/01/2015 Commission staff issued the draft proposed decision.[60]

II. Background

A. Prior Federal Law

The Federal Elementary and Secondary Education Act

The Elementary and Secondary Education Act (ESEA) was signed into law in 1965 by President Lyndon Johnson. The ESEA provides basic and incentive grants to schools and school districts having a sizeable enrollment of disadvantaged pupils, as defined by census poverty estimates.[61] Those grants are intended to be used for programs and projects 'including the acquisition of equipment and where necessary the construction of school facilities…" to meet the needs of "educationally deprived children from low-income families…"[62]

The Improving America's Schools Act

The Improving America's Schools Act of 1994 made the Title I funding of the ESEA conditional upon states implementing statewide systems of assessment and accountability for participating schools, saying: "while title I and other programs funded under [the ESEA] contribute to narrowing the achievement gap between children in high-poverty and low-poverty schools, such programs need to become even more effective in improving schools in order to enable all children to achieve high standards…"[63]

No Child Left Behind

The No Child Left Behind Act of 2001 (NCLB),[64] which Congress enacted as a reauthorization of the Elementary and Secondary Education Act of 1965, requires states that participate in and receive federal funds to administer:

> [A] set of high-quality, yearly student academic assessments that include, at a minimum, academic assessments in mathematics, reading or language arts, and science that will be used as the primary means of determining the yearly performance of the State and of each local educational agency and school in the State in enabling all children to meet the State's challenging student academic achievement standards, except that no State shall be required to meet the requirements of this part relating to science assessments until the beginning of the 2007–2008 school year.[65]

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[60] Exhibit F, Draft Proposed Decision.

[61] See Public Law 89-10, April 11, 1965, sections 201-205.

[62] Public Law 89-10, section 205.

[63] Public Law 103-382, section 1001.

[64] CDE, Standardized Testing and Reporting Program: Annual Report to the Legislature," July 2012, pages 3-4.

[65] 20 USC 6311 (b)(3)(A) (Pub. L. 107-110, Jan. 8, 2002).

Title I of NCLB also requires that the assessments measure pupil proficiency as follows:

> Such assessments shall--
>
> [¶]…[¶]
>
> (II) beginning not later than school year 2007–2008, measure the proficiency of all students in science and be administered not less than one time during—
>
> (aa) grades 3 through 5;
>
> (bb) grades 6 through 9; and
>
> (cc) grades 10 through 12;
>
> (vi) involve multiple up-to-date measures of student academic achievement, including measures that assess higher-order thinking skills and understanding;
>
> (vii) beginning not later than school year 2005–2006, measure the achievement of students against the challenging State academic content and student academic achievement standards *in each of grades 3 through 8 in, at a minimum, mathematics, and reading or language arts*, except that the Secretary may provide the State 1 additional year if the State demonstrates that exceptional or uncontrollable circumstances, such as a natural disaster or a precipitous and unforeseen decline in the financial resources of the State, prevented full implementation of the academic assessments by that deadline and that the State will complete implementation within the additional 1-year period;[66]

NCLB also includes the following reporting provisions in Title I, requiring the assessments to:

> (xii) produce individual student interpretive, descriptive, and diagnostic reports, consistent with clause (iii) that allow parents, teachers, and principals to understand and address the specific academic needs of students, and include information regarding achievement on academic assessments aligned with State academic achievement standards, and that are provided to parents, teachers, and principals, as soon as is practicably possible after the assessment is given, in an understandable and uniform format, and to the extent practicable, in a language that parents can understand;
>
> (xiii) enable results to be disaggregated within each State, local educational agency, and school by gender, by each major racial and ethnic group, by English proficiency status, by migrant status, by students with disabilities as compared to nondisabled students, and by economically disadvantaged students as compared to students who are not economically disadvantaged, except that, in the case of a local educational agency or a school, such disaggregation shall not be required in a case in which the number of students in a category is insufficient to yield statistically reliable information or the results would reveal personally identifiable information about an individual student.[67]

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[66] 20 USC 6011 (b)(3)(C) (Pub. L. 107-110, Jan. 8, 2002) [emphasis added].

[67] 20 USC 6011 (b)(3)(C) (Pub. L. 107-110, Jan. 8, 2002).

In a case that focused on the educational requirements and funding provisions of Title I of NCLB, a Federal Appellate court stated the following:

> In contrast to prior ESEA iterations, NCLB "provides increased flexibility of funds, accountability for student achievement and more options for parents." 147 Cong. Rec. S13365, 13366 (2001) (statement of Sen. Bunning). The Act focuses federal funding more narrowly on the poorest students and demands accountability from schools, with serious consequences for schools that fail to meet academic-achievement requirements. *Id.* at 13366, 13372 (statements of Sens. Bunning, Landrieu, and Kennedy). States may choose not to participate in NCLB and forgo the federal funds available under the Act, but if they do accept such funds, they must comply with NCLB requirements. See, e.g., 20 U.S.C. § 6311 ("For any State desiring to receive a grant under this part, the State educational agency shall submit to the Secretary a plan....") (emphasis added); see also *Spellings*,453 F.Supp.2d at 469 ("In return for federal educational funds under the Act, Congress imposed on states a comprehensive regime of educational assessments and accountability measures.").
>
> Title I, Part A, of NCLB, titled "Improving Basic Programs Operated by Local Educational Agencies," continues to pursue the objectives of the ESEA and imposes extensive educational requirements on participating States and school districts, and, likewise, provides the largest amount of federal appropriations to participating States. For example, in fiscal year 2006, NCLB authorized $22.75 billion in appropriations for Title I, Part A, compared to $14.1 billion for the remaining twenty-six parts of NCLB combined. Title I, Part A's stated purposes include meeting "the educational needs of low-achieving children in our Nation's highest-poverty schools, limited English proficient children, migratory children, children with disabilities, Indian children, neglected or delinquent children, and young children in need of reading assistance." 20 U.S.C. § 6301(2).
>
> [¶…¶]
>
> To qualify for federal funding under Title I, Part A, States must first submit to the Secretary a "State plan," developed by the State's department of education in consultation with school districts, parents, teachers, and other administrators. 20 U.S.C. § 6311(a)(1). A State plan must "demonstrate that the State has adopted challenging academic content standards and challenging student academic achievement standards" against which to measure the academic achievement of the State's students. *Id.* § 6311(b)(1)(A). The standards in the State plan must be uniformly applicable to students in all of the State's public schools, and must cover at least reading or language arts; math; and, by the fourth grade, science skills. *Id.* § 6311(b)(1)(C).
>
> States also must develop, and school districts must administer, assessments to determine students' levels of achievement under plan standards. *Id.* § 6311(b)(2) (A). These assessments must show the percentage of students achieving "proficiency" among "economically disadvantaged students," "students from major racial and ethnic groups," "students with disabilities," and "students with limited English proficiency." *Id.* § 6311(b)(2)(C)(v)(II). Schools and

> districts are responsible for making "adequate yearly progress" ("AYP") on these assessments, meaning that a minimum percentage of students, both overall and in each subgroup, must attain proficiency. 34 C.F.R. § 200.20(a)(1).
>
> [¶…¶]
>
> . . . NCLB requires that States use federal funds made available under the Act "only to supplement the funds that would, in the absence of such Federal funds, be made available from non-Federal sources for the education of pupils participating in programs assisted under this part, and not to supplant such funds." 20 U.S.C. § 6321(b)(1). That is, States and school districts remain responsible for the majority of the funding for public education, and the funds distributed under Title I are to be used only to implement Title I programming, not to replace funds already being used for general programming.[68]

Common Core State Standards

Not a federal law, but discussed here because the federal law provides the context, the Common Core State Standards (CCSS) were developed on the initiative of the National Governors Association and the Council of Chief State School Officers, in partnership with Achieve, Inc., ACT, and the College Board. The intention was to develop internationally-benchmarked standards of college-and career-readiness, which states could then voluntarily adopt, and which would aid educators in improving teaching and learning.[69] The final CCSS were released in June 2010, and as of June 2014, 43 states, the Department of Defense Education Activity, Washington, D.C., Guam, the Northern Mariana Islands, and the U.S. Virgin Islands had adopted the CCSS.[70]

Race to the Top Grant Program

As part of the American Recovery and Reinvestment Act of 2009, the Race to the Top Assessment Program provided funding, on a grant-award basis, to state-led consortia with the goal of developing pupil assessments aligned with the CCSS. The Department of Education awarded two grants to parallel programs in September 2010; the Partnership for Assessment of Readiness for College and Careers; and the Smarter Balanced Assessment Consortium.[71] Both grant recipient consortia have since developed computer-based assessments aligned with the CCSS that are intended to be implemented fully during the 2014-2015 school year.

In addition, the Race to the Top program included $4.35 billion in grant funding to encourage and reward states that create conditions for education innovation and reform, and achieve improvement in student outcomes, including closing achievement gaps and improving high school graduation rates. Of 500 points available on a state's grant application, adopting "a

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[68] *School Dist. of City of Pontiac v. Secretary of U.S. Dept. of Education* (2009) 584 F.3d 253, 257-258.

[69] Exhibit X, "Forty-Nine States and Territories Join Common Core Standards Initiative", National Governors Association press release, June 1, 2009.

[70] Exhibit X, "Development Process", Common Core State Standards, www.commoncore.org.

[71] Exhibit X, "U.S. Secretary of Education Duncan Announces Winners of Competition to Improve Student Assessments", Department of Education press release, September 2, 2010.

common set of high-quality standards" and participating in a multistate consortium to develop and implement "common, high-quality assessments", earn an applicant up to 50 points.[72] In other words, the Race to the Top grant program incentivizes, to an extent, the adoption of common standards and common assessments. Despite having adopted CCSS in August of 2010, and participating in the Smarter Balanced Assessment Consortium to develop common standards-aligned assessments, as discussed below, California was not awarded a grant under this program.[73]

B. Prior California Law

The state has required school districts to administer achievement tests to pupils for decades: achievement tests were required for pupils in grades 6 and 12 under the California School Testing Act of 1969.[74] In 1972, the Legislature expressed its intent regarding pupil testing as follows:

> It is the intent of the Legislature . . . to determine the effectiveness of school districts and schools in assisting pupils to master the fundamental educational skills towards which instruction is directed. The program of statewide testing shall provide the public, Legislature, and school districts evaluative information regarding the various levels of proficiency achieved by different groups of pupils of varying socioeconomic backgrounds, so that the Legislature and individual school districts may allocate educational resources in a manner to assure the maximum educational opportunities for all pupils. The program or statewide testing shall identify unusual success or failure and the factors which appear to be responsible, so that appropriate action may be taken at the district and state level to obtain the highest quality education for all public school pupils.[75]

In 1990, the Legislature expressed that the purpose of California's public school system is to "facilitate the development of each and every one of its pupils to become a self-motivated, competent, and lifelong learner."[76] The Legislature stated that: "the current pupil assessment system does not meet [these] purposes":

> There is no consistent system that pupils and parents can use to assess the performance of schools and school districts in providing effective programs and to measure the academic achievement of pupils. The five grade levels currently tested under the California school assessment program do not provide the most efficient assessment of overall pupil achievement.[77]

Statutes of 1990, chapter 760 modified the state's achievement testing to require the testing of pupils in grades 4, 5, 8, and 10. Former Education Code section 60600.1, as added by Statutes of

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[72] Exhibit X, Race to the Top Program, Executive Summary, November 2009, pages 2; 7-8.

[73] Exhibit X, Awards – Race to the Top Program Fund.

[74] Former Education Code sections 12820; 12823 (Stats. 1969, ch. 1552, p. 3152).

[75] Former Education Code section 12821 (added, Stats. 1972, ch. 930, p. 1678).

[76] Statutes 1990, chapter 760, section 1.

[77] Statutes 1990, chapter 760, section 1.3.

1990, chapter 760, provided that the testing requirement would remain in effect until January 1, 1995, unless a later-enacted statute deleted or extended that date.

The Leroy Green Act

The Legislature did not enact a statute before January 1, 1995 that either deleted or extended the date regarding the administration of achievement tests. However, later that year, Statutes 1995, chapter 975 enacted the Leroy Greene California Assessment of Academic Achievement Act,[78] which required the Superintendent of Public Instruction (SPI) to design and implement a statewide pupil assessment system, as specified.[79] The Act required the State Board of Education (SBE) to adopt statewide content and performance standards for each grade level, and to adopt tests that yield reliable data on school performance, district performance, and statewide performance for pupils in grades 4, 5, 8, and 10.[80] In addition, the Act provided an incentive of $5 per pupil tested using an achievement test selected from among those approved by the SBE for pupils in grades 2 through 10.[81] As a condition of receiving those funds, the Act required that a school district certify to the SPI its compliance with the requirements of former section 60641: tests were required to be administered at the time of year specified by the SPI; tests results must be reported to pupils' parents or guardians; test results must be reported to the school and teachers, and included in pupils' records; and district-wide and school-level results must be reported to the governing board of the school district at a regularly scheduled meeting.[82] The 1995 act stated that it would remain in effect only until January 1, 2000 unless another statute deleted or extended that date.[83] The following year, Statutes 1996, chapter 69 (SB 430) extended that date to January 1, 2002.[84]

The Standardized Testing and Reporting Program (STAR)

Statutes 1997, chapter 828 repealed the option for school districts to select standardized tests from a list approved by the SBE, and instead enacted the Standardized Testing and Reporting (STAR) program, which required all school districts, charter schools, and county offices of education to administer to all pupils in grades 2 to 11(with exceptions, as specified) the single achievement test designated by the SBE.[85] The statewide testing was thus renamed STAR, expanded to include grade 11 pupils, and made compulsory by the amended code section. The amended section *permitted*, but did not require, school districts to provide to English learners an achievement test in their primary language, and required the same for pupils who had been

[78] Education Code section 60600 (Stats. 1995, ch. 975 (AB 265)).

[79] Education Code section 60604 (Stats. 1995, ch. 975 (AB 265)).

[80] Education Code section 60605 (Stats. 1995, ch. 975 (AB 265)).

[81] Education Code section 60640 (Stats. 1995, ch. 975 (AB 265)).

[82] Education Code section 60641 (Stats. 1995, ch. 975 (AB 265)).

[83] See former Education Code section 60601 (Stats. 1995, ch. 977 (AB 265)).

[84] See former Education Code section 60601 (Stats. 1996, ch. 69 (SB 430)).

[85] See Senate Floor Analysis, AB 2812 (2000); Education Code section 60640 (Stats. 1997, ch. 828 (SB 376)).

enrolled less than one year in any public school in the state.[86] The amended section continued to provide for per pupil funding to administer the tests, of "up to eight dollars ($8) per test administered to a pupil in grades 2 to 11, inclusive."[87] And, amended section 60640 made the apportionment conditional upon the school district reporting the number of pupils enrolled and to whom the achievement test was administered, and the number of students exempted from the test either under section 60640 or at the request of a parent or guardian.[88] In addition, amended section 60641 made the reporting requirements to pupils' parents or guardians, their schools and teachers, and to the governing board of the school district and the county office of education mandatory, rather than conditioning the funding on satisfying these requirements, as before.[89]

In accordance with the statute, the SBE selected the Stanford Achievement Test Series, Ninth Edition (Stanford 9) test, as the national norm-referenced achievement test for the 1997-1998 through 2001-2002 school years.[90]

In 2000, the STAR program was further amended, repealing and simplifying some requirements of the augmented California achievement tests, but also requiring an additional standards-based achievement test pursuant to Education Code section 60642.5, including, at a minimum, reading, spelling, written expression, and mathematics to be tested in grades 2-8, and reading, writing, mathematics, history-social science, and science to be tested in grades 9 to 11. In addition, the new test required a writing assessment once during elementary school and once during middle or junior high school.[91]

In 2001, the sunset date for the STAR program was extended through January 1, 2005, and the achievement test called for by section 60642.5 was renamed the California Standards Tests (CST).[92] In addition, the CST was amended to require a history-social science assessment and science assessment in at least one elementary or middle school grade level, as selected by SBE.[93] At the same time, the prior national norm-referenced achievement test (at that time the Stanford-9) was limited in scope, excluding the previously required yearly history-social science test for grades 9 to 11.[94] Beginning in the 2002-2003 school year, the Stanford 9 was replaced by the

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[86] Education Code sections 60640(f-g) (Stats. 1997, ch. 828 (SB 376)).

[87] Education Code section 60640(h) (Stats. 1997, ch. 828 (SB 376)).

[88] Education Code section 60640(j) (Stats. 1997, ch. 828 (SB 376)).

[89] Compare Education Code section 60641 (Stats. 1997, ch. 828 (SB 376)) with Education Code section 60641 (Stats. 1995, ch. 975 (AB 265)).

[90] Exhibit X, California STAR Program; Former Education Code section 60642 (as added by Stats. 1997, ch. 828 (SB 376)).

[91] See Senate Floor Analysis, AB 2812 (2000), dated August 25, 2000; Education Code section 60642.5 (added, Stats. 2000, ch. 576 (AB 2812)). See also, former section 60603 (as amended, Stats. 1999, ch. 83 (SB 966)).

[92] Education Code sections 60601; 60642.5 (as amended, Stats. 2001, ch. 722 (SB 233)).

[93] Education Code section 60642.5 (Stats. 2001, ch. 722 (SB 233)).

[94] Education Code section 60642 (Stats. 2001, ch. 722 (SB 233)). Compare to former Education Code section 60603(e) (Stats. 1999, ch. 83 (SB 966)).

California Achievement Tests, Sixth Edition Survey (CAT/6), and the California Alternate Performance Assessment (CAPA) was added.[95]

In 2004, the sunset date for the STAR program was extended again to January 1, 2011, and the required tests were limited by excluding pupils in grade 2 beginning July 1, 2007 from the standards-based achievement test required pursuant to section 60642.5 (the CST). In addition, beginning in the 2004-2005 school year, the CAT/6 was limited to grades 3 and 7.[96]

In 2007 the sunset date for the STAR program was extended again to January 1, 2012, and the law was amended to now include pupils in grade 2 in the standards-based achievement tests provided for in section 60642.5 (the CST).[97] In 2008, the CAT/6 was repealed.[98]

In 2010 the sunset date for STAR was extended again to July 1, 2013, and the Legislature expressed its intent that the state transition to "a system of high-quality assessments, as defined in the federal Race to the Top guidance and regulations."[99] Finally, in 2011, the sunset date was extended through July 1, 2014,[100] but then the STAR program was superseded by the test claim statutes at issue here as of January 1, 2014.[101]

Thus, immediately prior to the test claim statutes pled in this claim, the STAR program consisted of the following components:

- The California Standards Tests (CSTs) for English language arts (ELA) and mathematics, in grades 2 to 11, inclusive;
- CSTs in science for grades 5, 8 , and 10;
- CSTs in history-social science for grades 8 and 11;
- The California Modified Assessment (CMA) and the California Alternate Performance Assessment (CAPA), for eligible pupils in accordance with an individualized education plan (IEP), for English language arts and mathematics in grades 3 to 8 and 11; and for science in grades 5, 8, and 10.
- The Primary Language assessments for Reading/Language Arts and mathematics in grades 2 to 11 (also called the Standards-based Test in Spanish);
- Specified end-of-course assessments in mathematics and science; and,

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[95] Exhibit X, California STAR Program.

[96] Education Code section 60640 (as amended, Stats. 2004, ch. 233 (SB 1448).

[97] Education Code sections 60601; 60603; 60640 (as amended, Stats. 2007, ch. 174 (SB 80)).

[98] Former Education Code section 60642 (repealed, Stats. 2008, ch. 757 (AB 519)). See also section 60640 (as amended, Stats. 2008, ch. 757 (AB 519)).

[99] Education Code sections 60601; 60604.5 (as added or amended, Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SBX5 1)).

[100] Statutes 2011, chapter 608 (AB 250), by making the STAR program inoperative on July 1, 2014, and repealing it on January 1, 2015.

[101] Statutes 2013-2014, chapter 489 (AB 484) was effective January 1, 2014.

- The Early Assessment Program (EAP) in Grade 11.[102]

As discussed below, the test claim statutes leave in place, pending recommendations of the SBE to replace them, the CSTs for science in grades 5, 8, and 10; the CMA and CAPA for science in grades 5, 8, and 10; The CAPA for ELA and mathematics in grades 2 through 11; the primary language assessments (STS) in reading/language arts; the EAP; and end-of-course examinations.[103] The Smarter Balanced Summative Assessments, as described below, replace the CSTs for English language arts and mathematics in grades 3 to 8 and 11.

C. The STAR Test Claims

STAR I/National Norm-Referenced Achievement Test

In August 2000, the Commission made a determination on the STAR program, as it existed in 1997, in test claim 97-TC-23. The Commission found reimbursable activities related to administering only the norm-referenced test (then the Stanford-9, and later the CAT/6) and the designated primary language test (SABE/2).

In 2004, the Legislature ordered the Commission to reconsider the STAR decision.[104] On reconsideration, the Commission found that the SABE/2 was a federal mandate and, thus, denied reimbursement to administer that test. The Commission determined that administering the CAT/6 exam in grades 3 and 7 imposed a reimbursable state mandate on school districts within the meaning of article XIII B, section 6 of the California Constitution and Government Code sections 17514, effective July 1, 2004.[105] Specifically, the Commission found the following activities to be reimbursable:

1. Administration of the CAT/6 (or a successor national norm-referenced test) to all pupils in grades 3 and 7. (Ed. Code, §§60640(b) and (c), 60641(a); Cal. Code Regs., tit. 5, §§ 851, 852, (b), 853, and 855.) Costs associated with teacher time to administer the test are not reimbursable.
2. Designation of a STAR Program district coordinator. (Cal. Code Regs., tit. 5,§§ 857-859, 865, 867, and 868.) This would only be reimbursable to the extent it applies to the CAT/6.
3. Designation of a STAR Program test site coordinator at each test site. (Cal. Code Regs.,tit. 5, §§ 857-859, 865, 867, and 868.) This would only be reimbursable to the extent it applies to the CAT/6.
4. Inclusion of CAT/6 test results in each pupil's record of accomplishment. (Ed. Code, §§ 60607(a), 60641(a).

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[102] Exhibit X, STAR 2013 Legislative Report, June 2013, pages 5-6.

[103] Education Code sections 60640; 60603. See also, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, October 2014, page 9.

[104] Statutes 2004, chapter 216, § 34.

[105] *National Norm-Referenced Achievement Test (formerly Standardized Testing and Reporting)*, adopted July 28, 2005 (04-RL-9723-01).

5. Reporting of individual CAT/6 (or successor national norm referenced test) test results in writing to each pupil's parent or guardian and to the pupil's school and teachers. (Ed. Code, § 60641(b) and (c); Cal. Code Regs., tit. 5, § 863.)[106]
6. Reporting of district-wide, school-level, and class-level CAT/6 test results to the school district's governing board or county office of education. (Ed. Code, § 60641(d)[107]; 147 Cal. Code Regs., tit. 5, § 864.)
7. Submission of a report on the CAT/6 test to the Superintendent of Public Instruction. (Ed. Code, § 60640(j); Cal. Code Regs., tit. 5, § 862.)
8. Exemption of pupils from the CAT/6 test upon request of their parent or guardian. (Ed. Code, §§ 60615, 60640(j); Cal. Code Regs., tit. 5, § 852(a).)
9. Submission to the State Department of Education whatever information the Department deems necessary to permit the Superintendent of Public Instruction to prepare a report analyzing, on a school-by-school basis, the results and test scores of the CAT/6 test. (Ed. Code, § 60630(b); Cal. Code Regs., tit. 5, § 861.)
10. Training and review of the CAT/6 test requirements as outlined in the test claim legislation and regulations by school district staff.
11. Implementation of procedures relating the administration of the CAT/6 test.[108]

The Commission also found that several of the following activities initially approved in the test claim decision were not reimbursable because they were mandated by the federal government:

1. Administration of an additional test to pupils of limited English proficiency who are enrolled in grades 2 through 11 if the pupil was initially enrolled in any school district less than 12 months before the date that the English language STAR Program test was given. (Ed. Code, § 60640(g); Cal. Code Regs., tit. 5, § 851(a).)
2. Exemption from testing for pupils if the pupil's IEP has an exemption provision. (Ed. Code, § 60640 (e) and (j); Cal. Code Regs., tit. 5,§ 852(b).)
3. Determination of the appropriate grade level test for each pupil in a special education program. (Cal. Code Regs., tit. 5, § 852(b).)
4. Provision of appropriate testing adaptation or accommodations to pupils in special education programs. (Cal. Code Regs., tit. 5, § 852(b).)[109]

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[106] This requirement had been moved to Education Code section 60641(a)(2) since the adoption of the original test claim decision, but was still included as reimbursable as renumbered in the reconsideration and in the later adopted parameters and guidelines.

[107] This requirement was later moved to Education Code section 60641(a)(3) but was still included as reimbursable in the reconsideration and in the later adopted parameters and guidelines.

[108] *National Norm-Referenced Achievement Test (formerly Standardized Testing and Reporting)*, adopted July 28, 2005 (04-RL-9723-01).

[109] *Standardized Testing and Reporting*, adopted July 28, 2005 (04-RL-9723-01).

Finally, the Commission found that:

- All state funds appropriated for STAR must be used to offset all activities associated with administration of the CAT/6 exam; and that in any fiscal year in which school districts are legally required to, they must, "reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them" from appropriated state funds; [110] and
- School districts are not required to use Title I funds to offset the activities in the STAR statement of decision (i.e., to administer the CAT/6); and
- All federal Title VI funds appropriated for STAR, in any fiscal year in which school districts are legally required to do so, must be used to offset all activities associated with administration of the CAT/6 exam, and that school districts must "reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them" from appropriated federal Title VI funds.[111]

The Commission did not make findings in either STAR I or the reconsideration of STAR I, on any other tests or components of the program: only Statutes 1997, chapter 828, adding the Stanford-9 and the SABE 2 was pled in test claim 97-TC-23, and the Commission found in its reconsideration decision that its jurisdiction was limited to the statutes pled in the original test claim.[112]

On May 29 2009, the Commission amended the parameters and guidelines to end the program as of September 29, 2008, based on the effective date of Statutes 2008, chapter 757, which repealed the requirement of school districts to administer the CAT/6 in grades 3 and 7.[113]

STAR II and III

On August 2005, Claimant San Diego Unified School District (SDUSD) filed the Star II test claim (05-TC-02) with the Commission, alleging that Education Code sections 60601, 60602, 60603, 60604, 60605, 60605.6, 60606, 60607, 60611, 60640 and 60641, as added or amended by Statutes 2004, chapter 233, imposed a new program or higher level of service to administer the achievement test specified by the State Board of Education to all students in grades 3 and 7 and the standards based achievement test to all students in grades 3- 11, inclusive, commencing in the 2004-2005 fiscal year and each year thereafter.[114]

On September 21, 2005, Claimant Grant Joint Union High School District (GJUHSD) filed another STAR test claim (05-TC-03) with the Commission alleging that Education Code sections

[110] Statutes 2004, chapter 208, Item 6110-113-0001, Schedule 3, Provision 8. Statutes 2005, chapter 38, Item 6110-113-0001, Schedule 2, Provision 8.

[111] Statutes 2004, chapter 208, Item 6110-113-0890, Schedule 2, Provision 11. Statutes 2005, chapter 38, Item 6110-113-0890, Schedules 4, 7 and 10, Provision 10.

[112] See *Standardized Testing and Reporting*, adopted July 28, 2005 (04-RL-9723-01), page 23.

[113] See, Parameters and Guidelines Amendment for *National Norm-Referenced Achievement Test (STAR)*, adopted May 29, 2009. (05-PGA-03.)

[114] Test Claim 05-TC-02, page 19.

60640, 60641, 60642.5, as added or amended by Statutes 2003, chapter 733, and California Code of Regulations, title 5, sections 850, 851, 852, 853, 855, 857, 858, 859, 861, 862, 863, 864.5, 865, 866, 867, 867.5, 868 as added or amended by Register 2005, No. 34 (eff. 9/21/2005) imposed a new program or higher level of service to administer the STAR testing program beginning in the 2004-2005 fiscal year and each year thereafter.[115]

Test claims 05-TC-02 and 05-TC-03 were consolidated on October 6, 2005 and named STAR II.

On June 25, 2009, Claimant Twin Rivers Unified School District (which succeeded and took over GJUHSD pursuant to Measure B) filed a test claim that was named STAR III (08-TC-06), alleging the following statutes and regulations imposed a new program or higher level of service to administer the STAR testing program beginning in the 2004-2005 fiscal year and each year thereafter:

> Education Code Education Code Sections 60640, 60641, 60642.5 60607, 60615 and 60630 as added or amended by Statutes 1995, chapter 975; Statutes 1997, chapter 828; Statutes 1999, chapter 735; Statutes 2000, chapter 576; Statutes 2001, chapter 20; Statutes 2001, chapter 722; Statutes 2002, chapter 1168; Statutes 2003, chapter 773; Statutes 2004, chapter 183; Statutes 2004, chapter 233; Statutes 2005, chapter 676; Statutes 2007, chapter 174; Statutes 2007, chapter 730; Statutes, 2008, chapter 473; Statutes 2008, chapter 757, and, California Code of Regulations, Title 5, Sections 850, 851, 852, 853, 855, 857, 858, 859, 861, 862, 863, 864.5, 865, 866, 867, 867.5, and 868, as added or amended by Register 2005, No. 34 (Sept. 21, 2005), Register 2006, No. 45 (Dec. 8, 2006).

Test claims 05-TC-02, 05-TC-03 and 08-TC-06 were consolidated for hearing. On December 12, 2013, the Commission adopted a decision denying the consolidated test claim on two bases:

1. Many of the statutes pled were denied for lack of jurisdiction, since the test claim was filed after the statute of limitations had run. Most relevant to this test claim, are Statutes 2000, chapter 576 and Statutes 2001, chapter 72, (adding and amending section 60642.5) which originally imposed the CST. As a result, there has never been a mandate finding on the CST program which has been required since 2001. [116]
2. The state appropriated state and federal funds that were sufficient as a matter of law to cover the costs of the following new required activities: [117]

- Beginning July 1, 2004, administer the primary language test to pupils of limited English proficiency enrolled for less than 12 months in a nonpublic school in grades 2 to 11. Beginning October 7, 2005, school districts are required to administer the primary language test to those pupils in nonpublic schools in

[115] Test Claim 05-TC-03, page 18.

[116] See Statement of Decision, STAR II and III (05-TC-02, 05-TC-03, 08-TC-06), pages 3-5.

[117] See Statement of Decision, *STAR II and III* (05-TC-02, 05-TC-03, 08-TC-06). Note that since funding was sufficient to cover the costs of all required activities, this decision contained no analysis on whether the required activities mandated a new program or higher level of service.

grades 3 to 11, instead of grades 2 to 11. (Ed. Code, § 60640(g), as amended by Stats. 2004, ch. 233.)

- Effective September 21, 2005, district STAR coordinators are required to
  - Immediately notify CDE of any security breaches or testing irregularities in the district before, during, or after the test administration. (Cal. Code Regs., tit. 5, § 857(b)(9); Register 2005, No. 34.)
  - Ensure that an answer document is submitted for scoring for each eligible pupil enrolled in the district on the first day of testing. (Cal. Code Regs., tit. 5, § 857(b)(10), as added by Register 2005, No. 34.)
  - Train test site coordinators to oversee the test administration at each school. (Cal. Code Regs., tit. 5, § 857(b)(12); Register 2005, No. 34.)
- Effective September 21, 2005, the STAR test site coordinators are required to
  - Submit the signed security agreement to the district STAR coordinator prior to the receipt of test materials. (Cal. Code Regs., tit. 5, § 858(b)(4); Register 2005, No. 34.)
  - Ensure that an answer document is submitted for scoring for those pupils enrolled on the first day of testing, but excused from testing. (Cal. Code Regs., tit. 5, § 858(b)(9), as added by Register 2005, No. 34.)
  - Immediately notify the district STAR coordinator of any security breaches or testing irregularities that occur in the administration of the designated achievement test, the standards-based achievement tests, or the CAPA that violate the terms of the STAR Security Affidavit in Section 859. (Cal. Code Regs., tit. 5, § 858(b)(11); Register 2005, No. 34.)
  - Train all test examiners, proctors, and scribes for administering the tests. (Cal. Code Regs., tit. 5, §§ 851(e) and 858(b)(12); Register 2005, No. 34.)
- Effective September 21, 2005, provide all information specified in section 861(a) to the contractor for those pupils enrolled on the first day the tests are administered and who do not in fact take a STAR test. (Cal. Code Regs., tit. 5, § 861(a); Register 2005, No. 34.)
- Effective September 21, 2005, provide the following new information to the contractor for each pupil tested:
  - The pupil's full name;
  - Date of English proficiency reclassification;
  - If R-FEP pupil scored proficient or above on the California English-language arts test three (3) times since reclassification to English proficient;
  - California School Information Services (CSIS) Student Number once assigned;

- For English learners, length of time in California public schools and in school in the United States;
- Participation in the National School Lunch Program;
- County and district of residence for pupils with Individualized Education Programs (IEPs);
- Special testing conditions and/or reasons for not being tested. (Cal. Code Regs., tit. 5, § 861(a); Register 2005, No. 34.)

- Effective September 21, 2005, establish a periodic delivery schedule, which conforms to section 866(a) and (b), to accommodate test administration periods within the school district. (Cal. Code Regs., tit. 5, § 866(b); Register 2005, No. 34.)

The STAR program activities remained in the law, and continued to be required for school districts until the STAR program was replaced with CAASPP by the test claim statutes.

D. Replacement of STAR with CAASPP by the Test Claim Statutes

Statutes 2013, chapter 489 replaces the STAR program, effective January 1, 2014, with the "Measurement of Academic Performance and Progress", which in turn is renamed the California Assessment of Student Progress and Performance (CAASPP) by Statutes 2014, chapter 32, and further refined by Statutes 2014, chapter 327 (AB 1599). Statutes 2013, chapter 489, Statutes 2014, chapter 32, and Statutes 2014, chapter 327, as well as Code of Regulations, title 5, sections 850-864, as amended by Register 2014, Nos. 30 and 35, constitute the test claim statutes and regulations pled in this claim.

The test claim statutes and regulations require school districts to transition from a set of paper and pencil multiple choice tests by no later than 2017 to computer-based tests aligned to the Common Core State Standards (CCSS), and which are adaptive to the individual pupil's response, considered highly reliable, and provide the best possible information to pupils, parents, teachers and schools, and help students prepare for college and careers. For the time being, CAASPP includes the Smarter Balanced Summative Assessments (which, beginning in 2014-2015 are computer-adaptive) for English language arts and mathematics in grades 3-8 and 11, and the CST remains for science in grades 5, 8, and 10. In addition, for certain eligible students, the CMA, the CAPA, and Alternative Assessment Field Testing remain in place.[118] Section 60640 provides that the CST for science and the CAPA shall be replaced in the future with a new assessment recommended by the SPI.[119] Thus, the CAASPP program replaces the CSTs for

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[118] See Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 9.

[119] Education Code section 60640(b)(2-3) (Stats. 2013-2014, ch. 489 (AB 484)). See also, Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 21:

> California students with significant cognitive disabilities did not participate in the 2013–14 Smarter Balanced Field Test, but continued to participate in the CAPA with test results reported and used for accountability. California is eager to move forward with an alternate assessment that is aligned with the CCSS in ELA and

English language arts and mathematics for grades 3 to 8 and grade 11, with the expressed intent of later replacing the CAPA and the CST for science, all of which are intended to be computer-adaptive assessments aligned with the CCSS.[120]

Section 853 of the implementing regulations states that the primary mode of administration of the CAASPP shall be via computers, including "the use of an assessment technology platform, and the adaptive engine", but that "[i]f available, an LEA may utilize a paper-pencil version" of the new assessment for up to three years, in accordance with section 60640(e), if the LEA first identifies the pupils that are unable to access the computer-based version.[121] In order to comply with the test claim statutes and the regulations, the claimants have alleged that they have and will incur substantial new mandated costs to acquire adequate assessment technology in adequate quantities, to upgrade their internet connectivity infrastructure, and to hire and to train staff to effectively administer the new assessments on computer. Those alleged costs are the subject of this test claim.

The goal of CAASPP is "to provide assessments that can assist teachers, administrators, students and parents/guardians with a better understanding of college and career readiness."[122] Code of Regulations, title 5, section 850, identifies the "Smarter Balanced Assessment Consortium" as "the multi-state consortium responsible for the development of the English language arts and mathematics summative assessments administered pursuant to Education Code section 60640(b)(1)…"[123] The Smarter Balanced Assessment Consortium, for its part, states that it is one of two multistate consortia awarded funding from the U.S. Department of Education in 2010 to develop an assessment system aligned to the Common Core State Standards, and that the new computer-adaptive assessments are intended to provide more accurate and faster results for teachers and pupils.[124] California adopted the CCSS in 2010, and became a governing member of Smarter Balanced in 2011. After Statutes 2013, chapter 489 was enacted, but before it became operative, school districts began preparing for the 2014 field test.[125] The field test

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> mathematics and provide a similar opportunity for students with significant cognitive disabilities to receive the same valuable opportunity to "test the system" as our general education students did.
>
> In the 2014–15 school year, California will implement a new computer-based alternate assessment in ELA and mathematics aligned with the CCSS with the intent of field testing all eligible students. This plan is in the best interest of our students, teachers, and schools and consistent with our successful Smarter Balanced Field Test.

[120] See Education Code sections 60602.5; 60640 (Stats. 2013, ch. 489 (AB 484)).

[121] Code of Regulations, title 5, section 853 (Register 2014, No. 35).

[122] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 8.

[123] Code of Regulations, title 5, section 850 (Register 2014, No. 6).

[124] See www.smarterbalanced.org [entries "About" and "Computer Adaptive Testing"].

[125] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 11.

served multiple purposes: one purpose was to evaluate the effectiveness of the test, and give students and teachers a glimpse of the types of questions; the second was to allow school districts and CDE to gauge their readiness to administer the full test in 2014-2015.[126] In the Fall of 2013, prior to the 2014 field test, CDE asked school districts to rate their level of confidence of readiness to administer the Smarter Balanced assessments, and found that 85 percent of respondents stated they had considerable or some level of confidence that they had an adequate number of computers with the minimum operating system requirements, and 90 percent indicated considerable or some confidence that they had adequate network bandwidth.[127] Ultimately, 90 percent of eligible pupils in grades 3-8 completed the computer-based ELA field test, and 92 percent completed the computer-based field test in mathematics.[128] There was no paper-pencil alternative for the 2014 field test.[129] After the field test, several focus groups were held, beginning in July 2014, to discuss best practices, and areas of improvement.[130] In particular, LEA CAASPP coordinators identified the following needs for the 2015 test and beyond:

- Preparation – students and staff need to work with and practice with the test, and improve computer literacy and skills;
- Scheduling – a large proportion of coordinators reported difficulty in predicting the amount of time students need to complete the test;
- Technology – coordinators reported a need for increased bandwidth, and more devices for testing;
- Support – coordinators reported a need for onsite technology support;
- Accommodations and Designated Supports – coordinators reported needing a better understanding of designated supports and a process for identifying students' eligibility for certain supports.[131]

In the 2013-2014 budget, the state provided $1.25 billion to support the implementation of CCSS, including, "expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of

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[126] Exhibit X, Field Test – Smarter Balanced Assessment Consortium; Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 12.

[127] Exhibit X, Readiness Survey, page 2.

[128] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, Appendix E, pages 37; 39.

[129] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 13.

[130] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 14.

[131] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 18.

administration of computer-based assessments."[132] Additionally, the 2013-2014 budget provided approximately $72.7million in state funds "for purposes of California's pupil testing program", approximately $42 million of which was specifically tagged for the STAR program under Provision (2).[133] In addition, the 2013-2014 budget included $25 million in federal funds for pupil testing, approximately $9.4 million of which was specifically identified for the STAR program, with instructions that federal funding should be applied to mandated costs first, then the state funding.[134]

In the 2014 budget, the Legislature identified $8.2 million for the STAR program, $23.5 million for apportionment for 2013-2014 costs, and $75 million for "the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013."[135] In addition, approximately $8 million in federal funds was identified for statewide testing.[136]

III. Positions of the Parties

Claimants

Claimants allege that the test claim statutes will result in reimbursable increased costs mandated by the state totaling $1 billion in the next fiscal year. Specifically, Santa Ana Unified School District alleges $3,217,495.70 in increased costs for fiscal year 2013-2014, and estimates $8,609,854.23 for fiscal year 2014-2015. Porterville Unified School District alleges $3,831,924.79 in increased costs for fiscal year 2013-2014, and estimates $3,340,840.67 for fiscal year 2014-2015. Plumas Unified School District alleges $509,533.07 in increased costs for fiscal year 2013-2014, and estimates $1,934,744.40 for fiscal year 2014-2015. And the Plumas County Office of Education alleges $356,783,08 in increased costs for fiscal year 2013-2014, and estimates $380,061.64 for fiscal year 2014-2015.[137]

The claimants allege that those increased costs result from the following mandated new or modified activities:

- Administration of the new assessments, in accordance with sections 60640 and 60641;

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[132] Statutes 2013, chapter 48, section 85 (AB 86).

[133] Statutes 2013, chapter 20 (AB 110), Line Item 6110-113-0001.

[134] Statutes 2013, chapter 20 (AB 110), Line Item 6110-113-0890 [The amounts cited reflect the figures specifically attributed to the STAR testing, and exclude funding for the California High School Exit Examination, the California English Language Development Test, and others].

[135] Statutes 2014, chapter 25 (SB 852), Line Item 6110-113-0001 [The amounts cited reflect the figures specifically attributed to the statewide pupil assessment system established pursuant to Statutes 2013-2014, chapter 489, and exclude funding for the California High School Exit Examination, the California English Language Development Test, and others].

[136] Statutes 2014, chapter 25 (SB 852), Line Item 6110-113-0890 [The amounts cited reflect the figures specifically attributed to the statewide pupil assessment system established pursuant to Statutes 2013-2014, chapter 489, and exclude funding for the California High School Exit Examination, the California English Language Development Test, and others].

[137] Exhibit A, Test Claim, pages 71-72.

- Administration of the 2013-2014 field tests;
- Administration of the tests at the time specified in the regulations;
- Making arrangements to test all eligible pupils, including those in alternative education programs or programs conducted off campus;
- Administration of an additional test to pupils with limited English proficiency, as specified;
- Exempting students from CAASPP testing upon request by a pupil's parent or guardian, or if called for by the pupil's individualized education plan (IEP);
- Determination of the appropriate grade level test for pupils enrolled in a special education program;
- Notifying parents or guardians, each year, of their pupil's participation in CAASPP, and of their right to opt-out pursuant to section 60615;
- Administering, scoring, transmitting, and returning the assessments in accordance with the manuals or other instructions provided by the contractor or by CDE;
- Administering the CAASPP test via computer, unless the LEA identifies pupils that are unable to access the computer-based version of the test for the first three years of implementation;
- Providing embedded and non-embedded universal tools, designated supports, and accommodations, as specified;
- Requesting and providing individualized aids, as necessary;
- Providing embedded and non-embedded supports to English learners, as specified;
- Designating a CAASPP coordinator for the LEA, who shall be available through September 30 to complete the LEA testing activities;
- Designating a CAASPP test site coordinator for each test site, who shall be available through September 30 following the school year to resolve discrepancies in materials or errors;
- Ensuring that all LEA CAASPP coordinators and CAASPP test site coordinators sign the security agreement and affidavit, prior to receiving any test materials; and that all coordinators immediately report any security breaches or testing irregularities;
- Including CAASPP assessment results in each pupil's records;
- Providing any and all program and demographic data requested by CDE for inclusion in the California Longitudinal Pupil Achievement Data System;
- Forwarding or transmitting pupil results to the pupil's parent or guardian within 20 days of receipt from the contractor;

- Reporting district-wide, school-level, and class-level results to the school district's governing board or county office of education;
- Abiding by any and all instructions provided by the CAASPP contractor or consortium;
- Providing interim and formative assessments for kindergarten and grades 1-12;
- Training and reviewing the CAASPP program requirements imposed by the test claim statutes and regulations; and
- Developing and implementing policies, training, procedures and forms.[138]

Claimants further allege that they are "unaware" of any dedicated state or federal funds, except the "Common Core Implementation Block Grant."[139]

In rebuttal comments, the claimants further argue that CAASPP is "fundamentally new" as compared to the prior STAR tests. Specifically, claimants point out that the computer-based assessment is adaptive: "students who answer the first few questions correctly will get progressively harder questions, while students who answer the first few questions incorrectly will get progressively easier questions." In addition, claimants argue that the CAASPP is a new program or higher level of service because "the assessment *mechanism* is entirely different."[140]

The claimants further argue that the CAASPP is not mandated by the federal No Child Left Behind Act. Although previous test claims on the STAR requirements did not reach the federal mandate issue, the claimants argue that "California was compliant with NCLB's requirement…[to test its pupils, but]…California chose – without any change to NCLB – to adopt a new assessment regime that was much more expansive (and expensive)."[141]

And finally, the claimants argue that the funding cited by Finance as applicable to or available for the implementation of the CAASPP is not sufficient to fund the costs of the mandate, and is mostly one-time. Specifically, the claimants argue that $1.25 billion in the 2013-2014 budget appropriated for (Common Core State Standards) CCSS implementation does not constitute additional revenue specifically intended to fund the costs of the mandate, within the meaning of section 17556(e), because the $1.25 billion is not specifically aimed at funding CAASPP. Upgrading technology, including network bandwidth "necessary to support the administration of computer-based assessments…" is only one of several permissible purposes of the added funding, and districts are free to use the funds in other ways or for other purposes.[142] Similarly, an additional $400.5 million included in the 2013-2014 budget for reimbursement of outstanding mandate debt is not "specifically intended to fund the costs of the state mandate…", the claimants argue, because it is intended first to satisfy old debt, not new programs, and once

[138] Exhibit A, Test Claim, pages 88-94.

[139] Exhibit A, Test Claim, page 74.

[140] Exhibit D, Claimant Rebuttal Comments, page 4.

[141] Exhibit D, Claimant Rebuttal Comments, page 5.

[142] Exhibit D, Claimant Rebuttal Comments, pages 6-7.

outstanding debt is satisfied, there is no legal restriction on the use of any remaining funds.[143] And, the claimants argue that $26.7 million in the 2013-2014 budget for the California K-12 High Speed Network does not constitute additional revenue to satisfy costs of the mandate because "districts and county offices of education do not actually receive these funds directly; they only receive the benefit."[144] Finally, claimants argue that $22.7 million federal pass-through funding in the 2014 Budget Act should not be considered additional revenues specifically intended to fund the mandate, because California schools received a waiver under the federal No Child Left Behind Act for 2013-2014 and 2014-2015. However, claimants concede that $126.8 million in state funding constitutes additional revenues within the meaning of section 17556(e), but the amount "is simply woefully inadequate to offset the significant financial need the test claimants have demonstrated in the claim."[145]

Department of Finance

Finance asserts in its comments that the test claim statutes are not reimbursable primarily because:

A. The No Child Left Behind Act (NCLB) is a federal mandate; therefore administering the CAASPP System is not a state mandate because it is required to ensure California's compliance with the NCLB.

B. The CAASPP System replaced the Standardized Testing and Reporting (STAR) Program. The Commission has previously denied similar claims relating to the administration of the STAR Program, concluding that the test claim statutes and regulations did not impose a reimbursable state-mandated program on school district because the state has appropriated state and federal funds sufficient to pay for the costs of the claimed activities that were beyond those activities necessary to implement the testing requirements of federal law.[146]

Finance asserts that the adoption of CCSS by the State Board of Education on August 2, 2010 created "a need to replace STAR with the CAASPP System, which is aligned to the standards." The new system of assessments, Finance asserts, "will be operational in Spring 2015." And, Finance states that while the new assessments are "computer-adaptive", Statutes 2013, chapter 489 (AB 484) "authorizes schools to administer any computer-based CAASPP assessments on paper for up to three years after a new operational test is first administered."[147]

Finance goes on to assert that because Statutes 2013, chapter 489 "repealed STAR and replaced it with the CAASPP System", the new assessments "should not be considered a new program." In addition, Finance notes that prior to the enactment of the No Child Left Behind Act, the Improving America's Schools Act (IASA) required "statewide systems of assessment and accountability for schools and districts receiving Title I funds." Those assessment requirements included: "(1) the testing of all students in each of three grade spans (grades 3 through 5, 6

[143] Exhibit D, Claimant Rebuttal Comments, page 7.

[144] Exhibit D, Claimant Rebuttal Comments, page 8.

[145] Exhibit D, Claimant Rebuttal Comments, page 8.

[146] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 1.

[147] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 1.

through 9, and 10 through 12); (2) the provision of reasonable adaptations and accommodations for students with special learning needs; and (3) the provision of individual student assessment results to parents." Finance notes that NCLB replaced the IASA in 2002, and required states to develop assessments that met specific criteria; specifically, annual testing in mathematics and reading is required for grades 3 through 8 and once in grades 9 through 12, and states are required to begin assessing students in science in the 2007-2008 school year and thereafter. Finance notes that a state not meeting these requirements "would jeopardize the receipt of federal NCLB funds." Therefore, Finance concludes that "CAASPP is a federal mandate, as defined in Government Code Section 17513…and subsection (c) of Government Code Section 17556…"[148]

Finance further asserts that in order to receive Title I and Title VI funding under NCLB, a state must submit a plan to the Secretary of Education "that satisfies the requirements of this section…", including establishing a statewide assessment and accountability system for all public school students, which must be based on academic standards, and must demonstrate what constitutes "adequate yearly progress of the State, and of all public elementary schools, secondary schools, and local educational agencies in the State, based on those academic assessments." Finance also notes that "Title I funds are clearly provided for school districts for the CAASPP System, which is the central element of the State's assessment and accountability system used to satisfy the federal requirements under NCLB." Moreover, Finance notes that under Title VI of the NCLB Act, "Section 6111 provides that the grants be available for states to enable them to 'pay the costs of the development of the additional State assessments and standards required by section 1111(b)', which is referenced above under Title I."[149]

Additionally, Finance asserts that if the Commission determines that the CAASPP is not a federal mandate, "the following items and provisions of the 2014 Budget Act explicitly require the offset of state-mandated reimbursable costs for the CAASPP System":

- $126.8 million in local assistance provided in item 6110-113-0001. Provision 7 of that item states that funds "shall be first used to offset any state-mandated reimbursable costs…for the remaining costs of the STAR 2013-2014 test administration, the California English Language Development Test, the California High School Exit Examination, and the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013."
- $22.7 million in Federal Trust Fund local assistance provided in item 6110-113-0890. Provision 6 states that "[f]unds provided to local educational agencies from Schedules (2), (3), and (5) shall first be used to offset any state-mandated reimbursable cost…for the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013…"[150]

[148] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 2.

[149] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 3.

[150] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 3.

Finance argues that these appropriations provide sufficient funds to cover the costs of the CAASPP activities and "should result in no costs mandated by the state pursuant to Government Code section 17556(e)."[151]

Finance further argues that this test claim presents essentially the same facts and issues as prior test claims on STAR, which the Commission denied. Finance notes that the Commission previously denied a test claim on STAR II and III because the state has appropriated state and federal funds, and there was no evidence in the record showing increased costs beyond the funding provided.[152]

Finance further argues that if the Commission were to approve the test claim, it should also consider the $1.25 billion in common core implementation funds as offsetting revenues, in part because the budget provision states that the funds shall be used for technology upgrades, including "expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments."[153] And, Finance notes that the 2014 Budget Act included $400.5 million in one-time funding for outstanding mandate claims, which could be used for any one-time purpose determined by the LEAs, including technology infrastructure.[154] Additionally, Finance asserts that $26.7 million included in the 2014 budget is intended to help schools "enhance their network connectivity…"

And, Finance argues that "schools are naturally compelled to invest in technology to adapt instructional delivery and student learning for the 21st century." Finance asserts: "We believe the claimants have the burden to show that any costs cited under this test claim were incurred solely to accommodate the CAASPP System, and not in part for other education or instructional purposes."[155] Finance then notes that even though the test claim statutes call for computer-based assessments, the schools are authorized to administer the CAASPP assessments on paper for up to three years, if necessary, and therefore any new costs prior to the 2016-2017 school year are voluntarily incurred.

In answer to claimants' rebuttal comments, Finance filed additional late comments, in which it argued that the K-12 High Speed Network funding, even though it provides a service, rather than directly providing funds, results in a school district that is able to avoid incurring new costs, because CDE assumes the procurement and contract costs on a grant basis. Finance reasons as follows: "Had the $26.7 million not been available, grant recipients that identified lack of adequate internet connectivity as a barrier to administering the CAASPP would have incurred costs to enter into the private market to procure increased broadband services."[156]

In addition, Finance's comments assert that even though California received a waiver under NCLB for 2013-2014 and 2014-2015, "[t]he waiver granted by the federal government…does

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[151] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 4.

[152] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 4.

[153] Exhibit C, Finance Comments on Test Claim 14-TC-01, pages 5-6.

[154] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 6.

[155] Exhibit C, Finance Comments on Test Claim 14-TC-01, page 7.

[156] Exhibit E, Finance Late Comments, page 1.

not exempt California from the requirement to administer assessments as a condition of meeting NCLB." Rather, Finance asserts that the waiver "was contingent on California local education agencies ensuring that, with the exception of students with the most significant cognitive disabilities, all students in grades 3 through 8 participated in the…field test…"[157]

IV. Discussion

Article XIII B, section 6 of the California Constitution provides in relevant part the following:

> Whenever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service…

The purpose of article XIII B, section 6 is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that articles XIII A and XIII B impose."[158] Thus, the subvention requirement of section 6 is "directed to state-mandated increases in the services provided by [local government] …"[159]

Reimbursement under article XIII B, section 6 is required when the following elements are met:

1. A state statute or executive order requires or "mandates" local agencies or school districts to perform an activity.[160]
2. The mandated activity either:
    a. Carries out the governmental function of providing a service to the public; or
    b. Imposes unique requirements on local agencies or school districts and does not apply generally to all residents and entities in the state.[161]
3. The mandated activity is new when compared with the legal requirements in effect immediately before the enactment of the test claim statute or executive order and it increases the level of service provided to the public.[162]
4. The mandated activity results in the local agency or school district incurring increased costs, within the meaning of section 17514. Increased costs, however, are not

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[157] Exhibit E, Finance Late Comments, pages 1-2.

[158] *County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.

[159] *County of Los Angeles v. State of California* (*County of Los Angeles I*) (1987) 43 Cal.3d 46, 56.

[160] *San Diego Unified School Dist. v. Commission on State Mandates* (*San Diego Unified School Dist*.) (2004) 33 Cal.4th 859, 874.

[161] *Id*. at 874-875 (reaffirming the test set out in *County of Los Angeles*, *supra*, 43 Cal.3d 46, 56.)

[162] *San Diego Unified School Dist*., *supra*, 33 Cal.4th 859, 874-875, 878; *Lucia Mar Unified School District v. Honig* (1988) 44 Cal.3d 830, 835.

reimbursable if an exception identified in Government Code section 17556 applies to the activity.[163]

The Commission is vested with exclusive authority to adjudicate disputes over the existence of state-mandated programs within the meaning of article XIII B, section 6.[164] The determination whether a statute or executive order imposes a reimbursable state-mandated program is a question of law.[165] In making its decisions, the Commission must strictly construe article XIII B, section 6, and not apply it as an "equitable remedy to cure the perceived unfairness resulting from political decisions on funding priorities."[166]

A. Most of the code sections and regulations pled do not impose any activities on local government, or are not new as compared to the law immediately prior to the statutory or regulatory sections pled, and thus, do not impose a new program or higher level of service within the meaning of article XIII B, section 6 of the California Constitution.

1. Statutes and Code Sections Pled

a) Education Code section 60602, as amended by Statutes 2013, chapter 489, does not impose any activities on local government.

Section 60602, as amended by the test claim statute, provides for the Legislature's intent "to provide a system of individual assessment of pupils that has the primary purpose of assisting teachers, administrators, and pupils and their parents to improve teaching and learning." The section continues: "In order to accomplish these goals, the Legislature finds and declares that California should adopt a coordinated and consolidated testing program to do all of the following…" The remainder of section 60602 describes the Legislature's intent that the new testing regime should provide information to pupils, parents, and teachers designed to improve teaching and learning; that the new tests should help assess academic achievement of individual pupils, as well as schools, school districts, and California as a whole; that the assessments should be reliable and statistically valid, and not racially, culturally, or gender biased; that the assessments should be "comparable to the National Assessment of Educational Progress and other national and international assessment efforts…"; that the assessments include a broad range of academic skills and knowledge; that the assessments include "an appropriate balance of types of assessment instruments"; and that the assessments "[m]inimize the amount of instructional time devoted to assessments administered pursuant to this chapter." In addition, section 60602 states the intention of the Legislation "to begin a planning and implementation process to enable the Superintendent to accomplish the goals set forth in this section as soon as feasible."[167] And

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[163] *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487; *County of Sonoma v. Commission on State Mandates* (Cal. Ct. App. 1st Dist. 2000) 84 Cal.App.4th 1265, 1284; Government Code sections 17514 and 17556.

[164] *Kinlaw v. State of California* (1991) 53 Cal.3d 482, 487.

[165] *County of San Diego*, *supra*, 15 Cal.4th 68, 109.

[166] *County of Sonoma*, *supra*, 84 Cal.App.4th 1265, 1280 [citing *City of San Jose v. State of California* (1996) 45 Cal.App.4th 1802, 1817].

[167] Education Code section 60602 (Stats. 2013-2014, ch. 489 (AB 484)).

finally, section 60602 provides that it shall become inoperative on July 1, 2014, and as of January 1, 2015 is repealed, unless a later-enacted statute deletes or extends the date on which it becomes inoperative or is repealed.

The plain language of this section does not contain any mandatory language applicable to local government, but instead states the intent of the Legislature that the Superintendent of Public Instruction shall develop a statewide system of academic assessment in accordance with the goals set forth in the section. There are no specific activities required by the plain language of section 60602, and no language directing local government to do anything.

In addition, there is nothing new at all in the plain language of section 60602, as compared with the prior section.[168] A reimbursable mandate requires a mandated activity that is *new* when compared with the legal requirements in effect immediately before the enactment of the test claim statute or executive order and it increases the level of service provided to the public.[169] The court of appeal in *Long Beach Unified School District* declared that "[a] mere increase in the cost of providing a service which is the result of a requirement mandated by the state is *not tantamount to a higher level of service*."[170] The Supreme Court has also spoken on the requirement of a new program in *Lucia Mar Unified School District*, *supra*, in terms often repeated in later decisions: "We recognize that, as its made indisputably clear from the language of the constitutional provision, *local entities are not entitled to reimbursement for all increased costs mandated by state law*, but only those costs resulting from a new program or an increased level of service imposed upon them by the state."[171] Here, there is nothing new required by the amended section and it cannot therefore impose a mandated new activity.

And finally, as explained above, section 60602 has been repealed, as of January 1, 2015, and therefore no longer has any force or effect.[172]

Based on the foregoing, the Commission finds that section 60602, as amended by Statutes 2013, chapter 489, does not impose any activities on local government.

b) <u>Education Code section 60602.5, as added by Statutes 2013, chapter 489, does not impose any activities on local government.</u>

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[168] See Education Code section 60602 (as amended, Stats. 2004, ch. 233 (SB 1448)) [As repealed and added by Statutes 2013-2014, chapter 489, section 60602 changed "State Board of Education" to "state board" and "Superintendent of Public Instruction" to "Superintendent", and deleted the word "and" within a list.].

[169] *San Diego Unified School Dist*., *supra*, 33 Cal.4th 859, 874-875, 878; *Lucia Mar Unified School District v. Honig* (1988) 44 Cal.3d 830, 835.

[170] *Long Beach Unified School District v. State of California* (1990) 225 Cal.App.3d 155, 173 [citing *County of Los Angeles*, *supra*, 43 Cal.3d at pp. 54-56] [emphasis added].

[171] *Lucia Mar Unified School District v. Honig* (1988) 44 Cal.3d 830, at p. 835 [emphasis added].

[172] A replacement provision, section 60602.5, added to the code by Statutes 2013-2014, chapter 489 (AB 484), became operative on July 1, 2014, and also provides legislative intent language directed to the Superintendent's development of a statewide system of academic assessments. However, that section was not pled in this test claim, and is therefore not analyzed herein.

Section 60602.5, as added, provides:

> It is the intent of the Legislature in enacting this chapter to provide a system of assessments of pupils that has the primary purposes of assisting teachers, administrators, and pupils and their parents; improving teaching and learning; and promoting high-quality teaching and learning using a variety of assessment approaches and item types. The assessments, where applicable and valid, will produce scores that can be aggregated and disaggregated for the purpose of holding schools and local educational agencies accountable for the achievement of all their pupils in learning the California academic content standards. The system includes assessments or assessment tools for multiple grade levels that cover the full breadth and depth of the curriculum and promote the teaching of the full curriculum.[173]

In addition, section 60602.5 provides that it is the intent of the Legislature "to initiate planning for the implementation process to enable the Superintendent to accomplish the goals set forth in this section…" and "that parents, classroom teachers, other educators, pupil representatives, institutions of higher education, business community members, and the public be involved, in an active and ongoing basis, in the design and implementation…"[174] The section further states the intent of the Legislature "insofar as is practically and fiscally feasible…that the content, test structure, and test items that are part of the statewide pupil assessment system become open and transparent to teachers, parents, and pupils…" and "that the results of the statewide pupils assessments be available for use, after appropriate validation, for academic credit, or placement and admissions processes, or both, at postsecondary educational institutions."[175]

All of the above is Legislative intent language, and not only refers to future plans and policies, but also is directed toward the state and the Superintendent, not local government.

Based on the foregoing, the Commission finds that the plain language of section 60602.5, as added by Statutes 2013, chapter 489, does not impose any activities on local government.

c) <u>Education Code section 60603, as amended by Statutes 2013, chapter 489, does not impose any activities on local government.</u>

Section 60603 provides definitions of several terms "[a]s used in this chapter", including, but not limited to: "Achievement test", "Computer-based assessment", "Consortium", "Performance standards", and "Summative assessment". There is no mandatory or directory language in this section, and nothing in this section requires local governments to perform any new activities.[176] However, the definition of "computer-based assessment" and "computer-adaptive assessment", when taken in context of the remainder of the test claim statutes implementing the CAASPP, help to define the scope of the mandated activity to provide computer technology necessary for each student to take the CAASPP pursuant to Education Code section 60640, beginning with the

[173] Education Code section 60602.5 (Stats. 2013-2014, ch. 489 (AB 484)).

[174] Education Code section 60602.5(b-c) (Stats. 2013-2014, ch. 489 (AB 484)).

[175] Education Code section 60602.5(d-e) (Stats. 2013-2014, ch. 489 (AB 484)).

[176] Education Code section 60603 (Stats. 2013-2014, ch. 489 (AB 484)).

2013-2014 field test, and the full implementation in the 2014-2015 school year, as discussed further below.

Based on the foregoing, the Commission finds that the plain language of section 60603, as amended by Statutes 2013, chapter 489, does not impose any new activities on local government.

d) Education Code section 60604, as amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327, does not impose any activities on local government.

Section 60604 provides that the Superintendent "shall design and implement, consistent with the timetable and plan required…a statewide pupil assessment system consistent with the testing requirements of this article in accordance with the objectives set forth in Section 60602.5." The section further provides that the Superintendent "shall develop and annually update for the Legislature a five-year cost projection, implementation plan … and a timetable for implementing the system described in Section 60640"; and that the Superintendent "shall make resources available that are designed to assist" with the interpretation and use of assessment data to improve educational programs. And finally, the section requires the Superintendent to make information and resources available to parents, teachers, pupils, administrators, school board members, and the public, and to consider comments and recommendations from teachers, administrators, pupil representatives, institutions of higher education, and the public.[177]

The plain language of this section is directed to the Superintendent of Public Instruction, not to local government. Nothing in this section directs local government to perform any activities, or incur any new costs.

Based on the foregoing, the Commission finds that section 60604, as amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327, does not impose any activities on local government.

e) Education Code section 60607, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 327, does not impose any new activities on local government.

Section 60607, as amended, provides as follows:

> Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take.[178]

In addition, amended section 60607 provides that "It is the intent of the Legislature that local educational agencies and schools use the results of the academic achievement tests administered annually as part of the MAPP to provide support to pupils and parents or guardians in order to

[177] Education Code section 60604 (Stats. 2013, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB 1599)).

[178] Education Code section 60607 (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB 1599)).

assist pupils in strengthening their development as learners, and thereby to improve their academic achievement…"[179]

Amended section 60607 further provides that "[e]xcept for research provided for in Section 49079.6, a pupil's results or a record of accomplishment shall be private, and may not be released to any person, other than the pupil's parent or guardian and a teacher, counselor, or administrator directly involved with the pupil, without the express written consent of either…" the pupil or the pupil's parent or guardian if the pupil is a minor. And, section 60607 provides that notwithstanding those prohibitions, a pupil or the pupil's parent or guardian may release the results of the MAPP or record of accomplishment to a postsecondary educational institution for the purpose of credit, placement, or admission; and, the results of the an individual pupil on the MAPP may be released to a postsecondary institution for the purpose of credit, placement, or admission.[180]

The claimant cites the entirety of amended section 60607 in its test claim, alleging that the section imposes new activities.[181] However, the language of former section 60607 was substantially the same, with respect to the California Standards Test (CST), and only minor, non-substantive changes were made by the amendment. Former section 60607(a), for example, provided:

> Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Standardized Testing and Reporting (STAR) Program established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take.[182]

Therefore, the only change to subdivision (a) is the replacement of "STAR" with "MAPP". The later amendments made by Statutes 2014, chapter 327, changed all references to the MAPP to CAASPP, and clarified a referenced to "*former* Section 49079.6, as it read on December 31, 2013…"[183] There are no new activities or requirements in the later-amended section.

Other changes made by Statutes 2013, chapter 489 include substituting "local educational agencies" for "schools" in subdivision (b), and "MAPP" for "statewide pupil assessment program" in subdivision (b) and "California Standards Test" in subdivision (c).[184] In each case "MAPP" was then amended to "CAASPP" by Statutes 2014, chapter 327.[185] These changes are non-substantive in nature; subdivision (a) requires that schools or school districts must maintain

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[179] *Ibid*.

[180] *Ibid*.

[181] Exhibit A, Test Claim, page 17.

[182] Education Code section 60607(a) (as amended, Stats. 1997, ch. 828 (SB 376); Stats. 2001, ch. 722 (SB 233); Stats. 2004, ch. 233 (SB 1448)).

[183] Statutes 2014, chapter 327 (AB 1599).

[184] Education Code section 60640 (Stats. 2013-2014, ch. 489 (AB 484)).

[185] Education Code section 60640 (Stats. 2014, ch. 327 (SB 858)).

each pupil's "individual record of accomplishment", but prior section 60607 imposed the same requirement. The amendment effected by the test claim statute only substitutes the "MAPP" for the "STAR", and therefore does not change the nature or scope of any required activities.[186] Subdivision (b) states only the *intent of the Legislature* that LEAs use the results of the MAPP to support and assist pupils; that language is not new, and is intent language, which is not, in itself, mandatory or directory.[187]

The only remaining change to the section made by the test claim statute is to add the phrase "[e]xcept for research provided for in Section 49079.6…" when describing the requirement that pupils' records of accomplishment and results of their assessments be kept private without written consent from the pupil or a parent or guardian.[188] However, because that provision does not contain any mandatory or directory language, but is instead prohibitive, or limiting in nature, the change does not result in a mandated new activity or task.

Based on the foregoing, the Commission finds that section 60607, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 327, does not impose any new activities on local government.

f) Education Code section 60610, as amended by Statutes 2013, chapter 489, does not impose any new activities on local government.

Section 60610, as amended, provides that at the request of the state board, and in accordance with the rules and regulations of the state board, "each county superintendent of schools shall cooperate with and assist school districts and charter schools under his or her jurisdiction in carrying out the testing programs…and other duties imposed on school districts by this chapter."[189] The plain language is mandatory, and imposes upon the county superintendent a duty to cooperate with and assist the schools within its jurisdiction with respect to the testing requirements of the test claim statutes. However, former section 60610required county superintendents to perform the same activity, except that charter schools were not expressly named in the prior statute.[190] Former section 60610 stated that the county superintendent of schools "shall cooperate with and assist school districts under his or her jurisdiction in carrying out the testing programs of those districts and other duties imposed on school districts by this chapter." Charter schools were required under prior law to carry out the testing programs pursuant to Education Code section 60640(b), and county superintendents also had jurisdiction over charter schools under prior law.[191]

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[186] Compare Education Code section 60607(a) (Stats. 2004, ch. 233 (SB 1448)) with Education Code section 60607(a) (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB 1599)).

[187] See Former Education Code section 60607 (Stats. 2004, ch. 233 (SB 1448); Education Code section 60607(b) (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB 1599)).

[188] Education Code section 60607(c) (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB 1599)).

[189] Education Code section 60610 (Stats. 2013-2014, ch. 489 (AB 484)).

[190] Education Code section 60610 (Stats. 1995, ch. 975).

[191] Education Code section 60640, as last amended by Statutes 2009-2010, chapter 2 (5th Ex Sess.); Education Code section 47605, as last amended by Statutes 2008, chapter 179.

Based on the foregoing, the Commission finds that section 60610, as amended by Statutes 2013, chapter 489, clarifies existing law, and does not impose any new activities on local government.

g) Education Code section 60611, as amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327, does not impose new activities on local government.

Section 60611, as amended, provides that an LEA, district superintendent, or principal or teacher of any elementary or secondary school, including charter schools, "shall not carry on any program for the sole purpose of test preparation of pupils for the statewide pupil assessment system or a particular test used in the statewide pupil assessment system." The section goes on to state that "[n]othing in this section prohibits the use of materials to familiarize pupils with item types or the computer-based testing environment…"[192]

There is no mandatory or directory language in this section; the language is prohibitive in nature, and does not require any activity or task of local government. Moreover, the prohibition against "any program for the sole purpose of test preparation" is found also in former section 60611, as amended by Statutes 2005, chapter 676 (SB 755), and therefore this provision is not new, as compared to prior law.

Based on the foregoing, the Commission finds that section 60611, as amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327, does not impose any activities on local government.

h) Education Code section 60612, as amended by Statutes 2013, chapter 489, does not impose any activities on local government.

Section 60612, as amended, provides that once the assessments are adopted or approved, "the Superintendent shall prepare, and make available to parents, teachers, pupils, administrators, school board members, and the public, easily understood materials…describing the nature and purposes of the assessments, the systems of scoring, and the valid uses to which the assessments will be put." Those materials are required also to be provided "in languages other than English in accordance with Section 48985."[193]

Nothing in this section directs local government to perform any new activities. The language is directed solely at the state Superintendent.

Based on the foregoing, the Commission finds that section 60612, as amended by Statutes 2013, chapter 489, does not impose any activities on local government.

i) Education Code section 60641, as amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327, does not impose any new activities on local government.

Section 60641, as amended, provides that the assessments "are scheduled to be administered to all pupils," including charter school pupils, except those exempted pursuant to section 60640, "during the period prescribed in subdivision (b) of Section 60640." In addition, the section requires that each pupil's individual results "shall be reported, in writing, to the parent or guardian of the pupil." That report must include a clear explanation of the purpose of the test, the pupil's score, and the LEA's intended use of that score. The section further provides that

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[192] Education Code section 60611 (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 324 (AB 1599)).

[193] Education Code section 60612 (Stats. 2013-2014, ch. 489 (AB 484)).

valid individual results shall be reported to the school and teachers of a pupil, and shall be included in pupil records. And, the section provides that districtwide, school-level, and grade-level results in each of the grades designated pursuant to section 60640, "but not the score or relative position of any individually ascertainable pupil," shall be reported to the governing board of the school district and the county office of education at a regularly scheduled meeting. The section further provides that the state board shall adopt regulations for these reporting requirements, including "a calendar for delivery" of the results. And, the section prohibits any reporting other than to the school or LEA where a group of scores includes 10 or fewer pupil assessments; except as required by section 60630, "in no case shall any group score or report be displayed that would deliberately or inadvertently make the score or performance of any individual pupil or teacher identifiable." Finally, the section provides that pupils in grade 11, or their parents, may request results "for the purpose of determining credit, placement, or readiness for college-level coursework be released to a postsecondary educational institution."[194] The later amendments made by Statutes 2014, chapter 327 changed all "MAPP" references to "CAASPP", and eliminated an obsolete reference to section 49079.6.

The provision stating that the assessments "are scheduled to be administered" in accordance with section 60640 is not mandatory or directory; rather, it refers to the time in which an activity will be conducted. It appears from the context of this section and section 60640 that LEAs are required to administer the assessments. In any event, however, LEAs were required to administer the STAR tests under prior law, as explained above, and therefore if a requirement can be read into this section it is not new.

Furthermore, subdivision (d) provides that CDE "shall ensure that pupils in grade 11, or parents or legal guardians of those pupils may request results from grade 11 assessments…" for the purpose of determining credit, placement, or readiness for college-level coursework. The plain language refers to a requirement placed on CDE, but it may be expected that schools and LEAs will control the results that pupils or parents seek, and therefore this section might be argued to implicate duties also for schools or LEAs. However, this requirement, too, is found in the prior section: "The department shall ensure that a California Standards Test that is augmented for the purpose of determining credit, placement, or readiness for college-level coursework of a pupil in a postsecondary educational institution inform a pupil in grade 11 that he or she may request that the results from that assessment be released to a postsecondary educational institution."[195]

Indeed, none of the substantive requirements of section 60641 are new. The CAASPP assessment replaces the STAR tests, and specifically the Smarter Balanced summative assessments replace the CSTs for English language arts and mathematics. Therefore a new and different test is required to be administered, but as the foregoing analysis demonstrates, the activities and tasks associated with administering the test are no different, based on the plain language of section 60641. Former section 60641 provided: "The standards based achievement test provided for in Section 60642.5 is scheduled to be administered to all pupils during the period prescribed in subdivision (b) of Section 60640."[196] As amended, section 60641 now

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[194] Education Code section 60641 (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 372 (AB 1599)).

[195] Education Code section 60641 (Stats. 2009, ch.187 (SB 511)).

[196] As amended, Statutes 2009, chapter 187 (SB 511).

provides: "The achievement tests provided for in Section 60640 are scheduled to be administered to all pupils, inclusive of pupils enrolled in charter schools and exclusive of pupils exempted pursuant to Section 60640, during the period prescribed in subdivision (b) of Section 60640." The only difference is the source of the test, whether section 60640 (the summative assessments, and the other tests preserved in the law pending a successor test being adopted) or 60642.5 (the CSTs), and the express inclusion of charter school pupils, who were required to be tested under prior law also.[197] Additionally, the reporting requirements, including maintaining pupil records, were substantially the same in prior law. For example, former section 60641 provided:

> The individual results of each pupil test administered pursuant to Section 60640 shall be reported, in writing, to the parent or guardian of the pupil. The written report shall include a clear explanation of the purpose of the test, the score of the pupil, and the intended use by the school district of the test score. This subdivision does not require teachers or other school district personnel to prepare individualized explanations of the test score of each pupil.[198]

As amended by Statutes 2013, chapter 489, section 60641 provides:

> For assessments that produce valid individual pupil results, the individual results of each pupil tested pursuant to Section 60640 shall be reported, in writing, to the parent or guardian of the pupil. The report shall include a clear explanation of the purpose of the test, the score of the pupil, and the intended use by the local educational agency of the test score. This subdivision does not require teachers or other local educational agency personnel to prepare individualized explanations of the test score of each pupil. It is the intent of the Legislature that nothing in this section shall preclude a school or school district from meeting the reporting requirement by the use of electronic media formats that secure the confidentiality of the pupil and the pupil's results. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the Measurement of Academic Performance and Progress (MAPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards.[199]

The amended section thus limits the reporting requirement to "assessments that produce valid individual pupil results," as well as replacing "school district" with "local educational agency", and stating the intent of the Legislature that nothing in this section should *preclude* a school or district from providing results electronically, so long as the form is secure. When the former and amended sections are compared further, the reporting requirements that apply to the school and

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[197] Compare Education Code section 60641 (as amended, Stats. 2009, ch. 187 (SB 511)) with Education Code section 60641 (as amended, Stats. 2013-2014, ch. 489 (AB 484)). See also, Exhibit X, Bill Analysis, Assembly Bill 484.

[198] As amended, Statutes 2009, chapter 187 (SB 511).

[199] As amended by Statutes 2014, chapter 327, "MAPP" is replaced with "CAASPP".

teachers, and the inclusion in pupil records, are also found in the prior law. In other words, nothing in this section imposes new activities on local government.[200]

Based on the foregoing, the Commission finds that section 60641, as amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327, does not impose any new activities on local government.

j) Education Code section 60642.6, as added by Statutes 2013, chapter 489, does not impose any activities on local government.

Section 60642.6 provides that the California Department of Education "shall acquire, and offer at no cost to [LEAs], interim and formative assessment tools for kindergarten and grades 1 to 12, inclusive…"[201] This section imposes a requirement on the California Department of Education, not on local agencies or school districts. The interim and formative assessments are optional at the local level, not required.[202]

Based on the foregoing, the Commission finds that section 60642.6, as added by Statutes 2013, chapter 489, does not impose any activities on local government.

k) Education Code section 60643, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 327, does not impose any activities on local government.

Section 60643 provides the requirements of contracts to be entered into "in connection with the test provided for in Section 60640." The section exempts the Department of Education from certain requirements of the Public Contract Code and the Military and Veterans Code, but requires an open and competitive process to select a contractor or contractors to administer the CAASPP. The section requires the Department of Education to develop the contract or contracts, and the Superintendent of Public Instruction and the state board to approve the contract(s). In addition, the section provides for some specific requirements of the contract(s), including how completion of components shall be evaluated, and how payments shall be made.[203]

The only mandatory language in this section is directed toward the Department of Education, a state agency. Nothing in this section imposes any new required activities on local government.

Based on the foregoing, the Commission finds that section 60643, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 327, does not impose any activities on local government.

l) Education Code section 60643.6, as added by Statutes 2013, chapter 489 and amended by Statutes 2014, chapter 327, does not impose any activities on local government.

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[200] Compare Education Code section 60641 (Stats. 2009, ch. 187 (SB 511)) with Education Code section 60641 (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB 1599)).

[201] Education Code section 60642.6 (Stats. 2013-2014, ch. 489 (AB 484)).

[202] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 10.

[203] Education Code section 60643 (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB1599)).

Section 60643.6 provides that an LEA "shall be reimbursed by the contractor selected pursuant to this article for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials in connection with the [CAASPP]."[204] The section does not require an LEA to perform any activities. The only mandatory or directory language in this section is directed toward the contractor.

Based on the foregoing, the Commission finds that section 60643.6, as added by Statutes 2013, chapter 489 and amended by Statutes 2014, chapter 327, does not impose any activities on local government.

m) Education Code section 60648, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 327, does not impose any activities on local government.

Section 60648 requires the Superintendent of Public Instruction to recommend for the state board's adoption performance standards applicable to the CAASPP. The performance standards are required to "identify and establish the minimum performance required for meeting a particular achievement level expectation…" and shall be reviewed and adjusted as necessary by the state board every five years.[205] The requirements of this section are directed to the Superintendent and the state board, and no requirements or activities are imposed on local government.

Based on the foregoing, the Commission finds that section 60648, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 327, does not impose any activities on local government.

n) Education Code section 60648.5, as added by Statutes 2013, chapter 489, does not impose any activities on local government.

Section 60648.5 states that the "first full administration of assessments aligned to the common core standards…shall occur in the 2014-2015 school year unless the state board determines that the assessments cannot be fully implemented." The section further requires the Department of Education to "determine how school districts are progressing toward implementation of a technology-enabled assessment system, and the extent to which the assessments…can be fully implemented." The Department is required to "provide a report and recommendations to the state board, the Department of Finance, and the appropriate fiscal and policy committees of the Legislature on or before October 1, 2014." And finally, based on that report, "the state board shall determine whether the state shall fully implement…" the assessments, as specified.[206]

The express mandatory and directory language contained in this section is directed toward the Department and the state board, and does not impose any required activities on local government. In addition, although the section does state that the first full administration of the assessments "shall occur in the 2014-2015 school year…", that language does not directly impose any new requirements or activities relating to the administration of the assessments; indeed, section 60648.5 does not by itself make clear what entity shall administer the

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[204] Education Code section 60643.6 (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB 1599)).

[205] Education Code section 60648 (Stats. 2013-2014, ch. 489 (AB 484); Stats. 2014, ch. 327 (AB 1599)).

[206] Education Code section 60648.5 (Stats. 2013-2014, ch. 489 (AB 484)).

assessments, or when, except during the 2014-2015 school year. The activities related to administering the assessments are found in other sections, while section 60648.5 provides only for the timing of the assessments.

Based on the foregoing, the Commission finds that section 60648.5, as added by Statutes 2013, chapter 489 and amended by Statutes 2014, chapter 327, does not impose any activities on local government.

o) Education Code section 60649, as added by Statutes 2013, chapter 489, does not impose any activities on local government.

Section 60649 requires the Department of Education to develop a three-year plan, with approval of the state board, "supporting the continuous improvement of the assessments developed and administered pursuant to Section 60640." In addition, the section requires the Department to contract for a "three-year independent evaluation" of the "consortium computer-adaptive assessments…in grades 3 to 8, inclusive, and grade 11…"[207]

This section imposes new requirements only on the Department of Education, and not on local governments.

Based on the foregoing, the Commission finds that section 60649, as added by Statutes 2013, chapter 489, does not impose any activities on local government.

p) Education Code section 60810, as amended by Statutes 2014, chapter 327, does not impose any activities on local government.

Section 60810 requires the Superintendent to "review existing tests that assess the English language development of pupils whose primary language is a language other than English", and determine which, if any, are appropriate to the goals of the section, including having "sufficient range to assess pupils in grades 2 to 12, inclusive, in English listening, speaking, reading, and writing skills…" and otherwise providing "sufficient information about pupils at each grade level to determine levels of proficiency" and being "capable of administration". The Superintendent shall report its determination to the Legislature, or "[i]f no suitable test exists, the Superintendent shall explore the option of a collaborative effort with other states to develop a test or series of tests and share test development costs…" or, "with approval of the state board, may contract to develop a test or series of tests that meets the criteria…"[208]

Nothing in this section directs local government to perform any activities, or incur any new costs. The language is directed only to the Superintendent.

Based on the foregoing, the Commission finds that section 60810, as amended by Statutes 2014, chapter 327, does not impose any activities on local government.

q) Education Code section 99300, as amended by Statutes 2013, chapter 489, does not impose any activities on local government.

Section 99300 provides that for purposes of the Early Assessment Program, established by the California State University in 2004, the former California Standards Test (CST) and augmented CST "may be replaced with the grade 11 consortium computer-adaptive assessments in English

[207] Education Code section 60649 (Stats. 2013-2014, ch. 489 (AB 484)).

[208] Education Code section 60810 (Stats. 2014, ch. 327 (AB 1599)).

language arts and mathematics." The section does not contain any mandatory or directory language aimed at local government, and primarily states the intent of the Legislature with respect to the EAP.

Based on the foregoing, the Commission finds that section 99300, as amended by Statutes 2013, chapter 489, does not impose any activities on local government.

r) Education Code section 99301, as amended by Statutes 2013, chapter 489, does not impose any new activities on local government.

Section 99301, as amended, provides for "individual grade 11 assessment results", "or a standards-aligned successor assessment," to be used by community college districts and the CSU system "to provide diagnostic advice to, or for the placement of, prospective community college students participating in the [Early Assessment Program]." Pupils' individual results are "provided to the office of the Chancellor of the California Community Colleges", which "shall coordinate" with community college districts voluntarily participating in the EAP, and the Chancellor shall release the results to participating districts so that they may provide diagnostic advice to prospective students. The results shall also be used to assess college readiness, and to provide "additional preparation in grade 12 for prospective community college students" but not as a criterion for admission.[209]

The claimant cites only paragraph (b)(1), and subparagraph (b)(2)(C). Section 99301(b)(1) provides: "…the individual assessment results, as referenced in Section 60641, or a standards-aligned successor assessment, shall be provided to the office of the Chancellor of the California Community Colleges." Section 99301(b)(2)(C) provides that the Chancellor shall: "Provide access to the individual assessment results, as referenced in Section 60641, or a standards-aligned successor assessment, to participating community college districts."[210]

Prior to this amendment, however, section 99301 provided substantially the same with respect to pupils' individual results on the CST.[211] For example, section 99301(b)(1) stated as follows:

> As authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, the individual results of the CST and the augmented CST, as referenced in Section 60641, shall be provided to the office of the Chancellor of the California Community Colleges.[212]

The amended section replaces "the California Standards Test (CST) and the augmented CST" with "grade 11 assessment" or "assessment" or "assessment referenced in Section 60641", in accordance with section 99300, discussed above. The amendment makes no substantive change to the requirement to provide results to the Chancellor, or to participating community college districts' requirements to use the assessments to provide diagnostic advice or for placement purposes. Therefore, this requirement, though now applicable to a different academic achievement test, is not new.

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[209] Education Code section 99301 (Stats. 2013-2014, ch. 489 (AB 484)).

[210] Exhibit A, Test Claim, page 24.

[211] Education Code section 99301 (Stats. 2008, ch. 473 (SB 946)).

[212] Education Code section 99301 (Stats. 2008, ch. 473 (SB 946)).

Based on the foregoing, the Commission finds that section 99301, as amended by Statutes 2013, chapter 489, section 28.5, does not impose any new activities on local government.

2. Regulations Pled

a) California Code of Regulations, title 5, sections 850-864, as amended by Register 2014, No. 6, were not pled by the claimants.

Government Code section 17553 requires that all test claims include "[a] written narrative that identifies specific sections of statutes or executive orders and the *effective date and register number* of regulations alleged to contain a mandate…"[213] Accordingly, claimants are required to plead with specificity the statutes and chapters, and regulations with register number and effective date.

Here, the amended test claim pleads Code of Regulations, title 5, sections 850-864, inclusive, as added or amended by Register 2014, No. 30 and Register 2014, No. 35.

However, Code of Regulations, title 5, sections 850-864 imposed many of the same or similar requirements under the STAR program, and were most recently amended *prior to the test claim regulations* by Register 2014, No. 6, which was transmitted to the Office of Administrative Law (OAL) as an emergency regulatory action, with an effective date of February 3, 2014, set to expire on August 5, 2014.[214] Before the expiration of those February regulations, SBE re-filed sections 850-864 as an emergency regulatory action, effective July 23, 2014, and set to expire on October 22, 2014.[215] Those July regulations were designated Register 2014, No. 30. A certificate of compliance, along with additional amendments to the July emergency regulations was filed with OAL on July 16, 2014, and designated Register 2014, No. 35.[216]

1) *Sections 862 862.5, 863, and 864 were not amended by the test claim statutes*.

Prior law, section 862, as amended by Register 2014, No. 6, required LEAs to report the number of pupils enrolled and tested using the CAASPP tests, and the alternate assessments, as well as the number of students exempted from testing. In addition, LEAs were required to report the number of pupils who were administered any portion of the CAASPP using paper-pencil assessments.[217]

Prior law, section 862.5, describes the funding apportioned to LEAs by the State Board of Education and its intended uses, including all staffing costs, all expenses incurred at the LEA and test sites related to testing, all transportation costs of delivering and retrieving tests and test materials, and all costs associated with satisfying the various reporting requirements.[218]

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[213] Government Code section 17553(b)(1) (Stats. 2007, ch. 329 (AB 1222)). See also Code of Regulations, title 2, section 1183.2.

[214] Exhibit X, February 2014 Emergency Regulations.

[215] Exhibit A, Test Claim, page 291.

[216] See Exhibit A, Test Claim, page 314 and following.

[217] Code of Regulations, title 5, section 862 (Register 2014, No. 6).

[218] Code of Regulations, title 5, section 862.5 (Register 2014, No. 6).

Under prior law, section 863 described the reporting requirements, including transmitting pupil reports to parents or guardians, and maintaining each pupil's scores with his or her permanent school records.[219] This requirement is essentially the same as was required under STAR.

Under prior law, section 864 required LEAs to comply with any and all requests from the CAASPP contractor(s) and abide by any and all instructions of the contractor or consortium.[220]

Register 2014, No. 30 reenacted sections 862 862.5, 863, and 864 exactly as written in Register 2014, No. 6.[221] Register 2014, No. 35 also made no changes to these sections.

Based on the foregoing, the Commission finds that Code of Regulations, title 5, sections 862 862.5, 863, and 864, which were not amended by Register 2014, Nos. 30 and 35, do not impose any new activities on local government.

2) *862.5 will be addressed, as relevant in the analysis of costs below.*

Although section 862.5 is not new, it does describe the required uses of available funding, and will be addressed below as relevant to the analysis of costs under Government Code section 17556(e).

Because only Register 2014, Nos. 30 and 35 were properly pled, only the changes made by those regulatory actions may be considered in this test claim. The Commission's analysis focuses on activities that are new as compared with the law in effect prior to the statutes and regulations pled.[222] To the extent the language and requirements of Register 2014, Nos. 30 and 35 are no different than under prior law, the Commission must find that there are no new activities imposed by the test claim regulations. This analysis will be applied below, where necessary and appropriate.

a) <u>Code of Regulations, title 5, section 850, does not impose any activities on local government.</u>

Code of Regulations, title 5, section 850 provides as follows:

> For the purposes of these regulations, the Measurement of Academic Performance and Progress assessment system (as established in Education Code section 60640 and known as "MAPP") shall be designated the California Assessment of Student Performance and Progress (CAASPP), and the following terms shall have the following meanings:

The section goes on to provide definitions, for purposes of the CAASPP program, of terms including, but not limited to: "Accommodations", "Achievement tests", "Alternate assessment", and so forth.[223]

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[219] Code of Regulations, title 5, section 863 (Register 2014, No. 6).

[220] Code of Regulations, title 5, section 864 (Register 2014, No. 6).

[221] Compare Code of Regulations, title 5, section 864 (Register 2014, No. 6) with Code of Regulations, title 5, section 864 (Register 2014, No. 30).

[222] *San Diego Unified School Dist., supra*, 33 Cal.4th 859, 874-875, 878; *Lucia Mar Unified School District v. Honig* (1988) 44 Cal.3d 830, 835.

[223] Code of Regulations, title 5, section 850 (Register 2014, No. 30.)

This section is purely definitional and does not require any activities of local government. In addition, nothing in section 850, as amended by Register 2014, No. 30, is new, as compared with Register 2014, No. 6, operative February 3, 2014. The language of Register 2014, No. 30 is unchanged from those earlier emergency regulations, which were still in force at the time Register 2014, No. 30 was filed with the OAL.

The only change to section 850 that has been properly pled is found within Register 2014, No. 35, which repealed the definition of "accessibility supports" in prior subsection (b), and added the definitions of "adaptive engine" in subsection (c); "data warehouse" in subsection (j); "individualized aid" in subsection (o); "registration system" in subsection (v); and "resource(s) in subsection (w). In addition, several other definitions were altered, some substantively, and others in non-substantive respects. The amendments to section 850 remain definitional in nature, and do not impose any activities on local government.

However, the definition of "assessment technology platform" and "embedded," when taken in context of the remainder of the test claim statutes and regulations implementing the CAASPP, help to define the scope of the required activity "to provide adequate assessment technology in order to administer the CAASPP via computers" beginning with the 2013-2014 field test, and the full implementation in the 2014-2015 school year, as discussed further below.

Based on the foregoing, the Commission finds that Code of Regulations, title 5, section 850, as amended by Register 2014, Nos. 30 and 35, does not impose any activities on local government.

b) Code of Regulations, title 5, section 851, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local educational agencies.

Section 851 of the regulations implementing the CAASPP system generally requires LEAs to administer the assessments to each pupil enrolled within the LEA within a specified window of time, and to make arrangements for testing pupils in alternative education programs or programs conducted off campus.

Prior to the test claim regulations, section 851 required that charter schools "shall test with, dependent on, the LEA that granted the charter or was designated the oversight agency…"[224]

Register 2014, No. 30 made no changes to Section 851. Register 2014, No. 35, however, made the following change:

> No later than [the] start of the 2014-2015 school year…a charter school which is not an LEA as defined in Education Code section 60603(o) shall test with…the LEA that granted the charter or was designated the oversight agency by the State Board of Education."[225]

However, these changes are non-substantive, because the amendment only dictates the time in which a charter school shall administer the test, and clarifies the definition of a charter school.

Moreover, charter schools were long required to test pupils under the STAR program in effect prior to the CAASPP and this regulatory amendment.[226] The former Education Code provisions

[224] Code of Regulations, title 5, section 851 (Register 2014, No. 6).

[225] Code of Regulations, title 5, section 851 (Register 2014, No. 35).

[226] See, e.g., Exhibit X, Bill Analysis, AB 484.

pertaining to the STAR tests show that charter schools were required to participate in statewide testing under prior law. For example, former section 60611 states that a city, county, city and county, district superintendent of schools, principal, or a teacher of an elementary or secondary school, *including a charter school*, shall not carry on any program or specific preparation of pupils for the statewide pupil assessment program…"[227] Therefore, charter schools were required to administer the statewide assessments under prior law, and the provisions of section 851 pertaining to charter schools do not impose new activities. The amendment to section 851 does not alter the scope or cost of any activities required of local government; it only changes the way in which charter schools are identified within the Education Code for purposes of this program.

Based on the foregoing, the Commission finds that Code of Regulations, title 5, section 851, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.

c) Code of Regulations, title 5, section 852, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.

Prior to the test claim regulations, section 852 required school districts to notify parents or guardians each year of their pupil's participation in the CAASPP assessments, and include a notice of the opt-out provisions in Education Code section 60615.[228] Register 2014, Nos. 30 and 35 made no changes to this section. Therefore, nothing in the test claim regulations requires any new activities of local government.

Based on the foregoing, the Commission finds that Code of Regulations, title 5, section 852, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.

d) Code of Regulations, title 5, sections 853.5, as amended by Register 2014, Nos. 30 and 35, and 853.7, as added by Register 2014, No. 35, do not impose any new activities on local government.

Prior to the test claim regulations, section 853.5 defined "embedded universal tools on the CAASPP tests" that shall be available to all pupils, including a calculator, digital notepad, English dictionary, and others, as specified.[229] The section further defined "non-embedded universal tools" available to all students, including "scratch paper", a thesaurus for certain item types, math tools such as a ruler and protractor, and others, as specified and provided for embedded and non-embedded "designated supports…when determined for use by an educator or group of educators…" And, when specified in a pupil's "IEP or Section 504 Plan", prior section 853.5 provided for embedded and non-embedded accommodations, including magnification, a scribe for reading, listening, and mathematics, separate setting for test taking, American Sign Language, Braille, and others, as specified.

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[227] Education Code section 60611 (as amended, Stats. 2005, ch. 676 (SB 755) [emphasis added]; see also, Education Code section 60640 (as amended by Stats. 2009-2010, ch. 2 (5th Ex Sess.)).

[228] Section 852, as amended by Code of Regulations, title 5, Register 2014, No. 6.

[229] Code of Regulations, title 5, section 853.5(a) (Register 2014, No. 6).

No changes were made to section 853.5 by Register 2014, No. 30.[230]

The only substantive change made by Register 2014, No. 35, was to separate subsections (c) and (d) into a separate section, added as section 853.7, which applies specifically and exclusively to English learner pupils.[231] Section 853.7, therefore, is a new section, but its requirements are taken entirely from former section 853.5, and therefore no new activities are imposed, as compared with section 853.5, as amended by prior law (i.e., Register 2014, No. 6).

Based on the foregoing, the Commission finds that Code of Regulations, title 5, sections 853.5, as amended by Register 2014, Nos. 30 and 35, and 853.7, as added by Register 2014, No. 35, do not impose any new activities on local government.

e) Code of Regulations, title 5, sections 855, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.

Prior to the test claim regulations, section 855 described the testing period for the 2013-2014 school year, and for the 2014-2015 school year and after. It provided that the tests "shall be administered…" by each LEA within specified time periods.[232] However, school districts were required to administer tests under the STAR program as well, and section 855 only identifies the timing of the tests.[233]

No changes to section 855 were made by Register 2014, No. 30.[234] The testing windows described for the 2013-2014 and 2014-2015 school years are exactly the same as described in prior law, and the test claim regulation contains no new mandatory or directory language. Register 2014, No. 35 also did not amend section 855, and therefore imposes no new activities.[235]

Based on the foregoing, the Commission finds that Code of Regulations, title 5, section 855, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.

f) Code of Regulations, title 5, sections 857, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.

Prior to the test claim regulations, section 857 provided that on or before September 30 of the school year, each LEA superintendent shall designate an LEA CAASPP coordinator; identify

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[230] Compare Code of Regulations, title 5, section 853.5 (Register 2014, No. 6) with Code of Regulations, title 5, section 853.5 (Register 2014, No. 30).

[231] Compare Code of Regulations, title 5, section 853.5 (Register 2014, No. 30) with Code of Regulations, title 5, section 853.5 (Register 2014, No. 35). See also Code of Regulations, title 5, section 853.7 (Register 2014, No. 35).

[232] Code of Regulations, title 5, section 855 (Register 2014, No. 6).

[233] See, Code of Regulations, title 5, section 855 (Register 2011, No. 15).

[234] Compare Code of Regulations, title 5, section 855 (Register 2014, No. 6) with Code of Regulations, title 5, section 855 (Register 2014, No. 30).

[235] Compare Code of Regulations, title 5, section 855 (Register 2014, No. 30) with Code of Regulations, title 5, section 855 (Register 2014, No. 35).

pupils unable to access the computer-based version of the CAASPP tests; and report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test.[236] The LEA CAASPP coordinator, or the LEA superintendent, pursuant to section 857, was required to be available through September 29 of the following school year as a liaison and representative to complete the LEA testing activities; the responsibilities of the coordinator "shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation…"[237] In addition, the LEA CAASPP coordinator was required to "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium…" and "ensure the training of all CAASPP test site coordinators…"[238]

Register 2014, No. 30 reenacted section 857 exactly as it appeared under prior law.[239] Register 2014, No. 35 amended section 857(b) to provide that the LEA CAASPP coordinator or LEA superintendent shall be available through September 30 to complete the LEA testing activities. However, the extension of availability from September 29 to September 30 does not impose a new activity. At most, it requires the scope of existing duties to increase by one calendar day. The expansion of time to perform an existing activity required under prior law is not the imposition of a new activity, or a new program or higher level of service provided to the public. In addition, there is no evidence in the record that the additional day requires school districts to incur increased costs to perform the same activities required under prior law.[240]

Based on the foregoing, the Commission finds that Code of Regulations, title 5, section 857, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.

g) <u>Code of Regulations, title 5, section 858, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.</u>

Prior to the test claim regulations, section 858 provided that at each test site, including schools, charter schools, and other programs operated by an LEA, the superintendent of the LEA or the CAASPP coordinator shall designate a CAASPP test site coordinator, who is required to be available through September 29 of the following school year to resolve "discrepancies or inconsistencies in materials or errors in reports."[241] In addition, it provided that the test site coordinator's responsibilities are those defined in the contractor's and CDE's administrative manuals and documentation, and include overseeing test site preparation, coordination, training,

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[236] Code of Regulations, title 5, section 857(a) (Register 2014, No. 6).

[237] Code of Regulations, title 5, section 857(b-c) (Register 2014, No. 6).

[238] Code of Regulations, title 5, section 857(d-e) (Register 2014, No. 6).

[239] Compare Code of Regulations, title 5, section 857 (Register 2014, No. 6) with Code of Regulations, title 5, section 857 (Register 2014, No. 30).

[240] *Long Beach Unified School District v. State of California* (1990) 225 Cal.App.3d 155, 173 [citing *County of Los Angeles, supra*, 43 Cal.3d at pp. 54-56 ("A mere increase in the cost of providing a service which is the result of a requirement mandated by the state is *not tantamount to a higher level of service*." [emphasis added])].

[241] Code of Regulations, title 5, section 858 (Register 2014, No. 6).

registration, administration, security, and reporting; and, "[t]he CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes."

However, Register 2014, No. 30 reenacted section 858 exactly as appeared under prior law.[242] Register 2014, No. 35 amended section 858(a) to provide that the CAASPP test site coordinator shall be available through September 30 (instead of September 29, as under prior law) to complete the LEA testing activities; however, as discussed above, the extension of time to perform duties by one calendar day is not a new mandated activity, and does not constitute a new program or higher level of service.[243] In addition, there is no evidence in the record that the additional day requires school districts to incur increased costs to perform the same activities required under prior law.

Register 2014, No. 35 also added new subsection (d), which provides that the CAASPP test site coordinator "shall be responsible for ensuring that all designated supports, accommodations and individualized aids are entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations."[244] That provision, however, does not impose a new program or higher level of service. The LEA was already required to provide "designated supports, accommodations and individualized aids" to students, as appropriate, pursuant to section 853.5, discussed above (which was divided into sections 853.5 and 853.7 by Register 2014, No. 35). The plain language requiring the test site coordinator to "ensure" that those supports and accommodations are provided and are tracked appropriately does not alter what was required of the LEA under prior law; at most, it more specifically describes how those services are to be tracked and delivered to the correct pupils.

Based on the foregoing, the Commission finds that Code of Regulations, title 5, section 858, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.

h) <u>Code of Regulations, title 5, section 859, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities on local government.</u>

Prior law, section 859, as amended by Register 2014, No. 6, outlined the security agreement and affidavit that all LEA CAASPP coordinators and CAASPP test site coordinators must sign before receiving the test materials. The agreement is similar what was formerly required under the STAR program, as last amended by Register 2011, No. 15, but is somewhat different because the CAASPP tests are to be primarily computer-based. However, the activity of ensuring that all relevant personnel sign the agreement is no different than under the STAR program.

Register 2014, No. 30 reenacted section 859 exactly as it appeared under prior law.[245] Register 2014, No. 35 made some minor clarifying changes to the security affidavit required,[246] but the

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[242] Compare Code of Regulations, title 5, section 858 (Register 2014, No. 6) with Code of Regulations, title 5, section 858 (Register 2014, No. 30).

[243] *Long Beach Unified School District* , *supra*, 225 Cal.App.3d 155, 173].

[244] Code of Regulations, title 5, section 858 (as amended, Register 2014, No. 35).

[245] Compare Code of Regulations, title 5, section 859 (Register 2014, No. 6) with Code of Regulations, title 5, section 859 (Register 2014, No. 30).

[246] Code of Regulations, title 5, section 859(d)(4, 10, 13) (as amended, Register 2014, No. 35).

requirement to sign the agreement and affidavit was not changed, and therefore the amendment does not require any new activities of local government.

Based on the foregoing, the Commission finds that Code of Regulations, title 5, section 859, as amended by Register 2014, Nos. 30 and 35, does not impose any new activities or tasks on local government.

B. Education Code section 60640 and section 861 of the title 5 regulations, as amended by the test claim statutes and regulations, impose two new activities on local government that mandate a new program or higher levels of service.

1. Education Code section 60640, as amended by the test claim statutes, imposes a new one-time requirement on school districts to provide computer technology necessary for each student to take the CAASPP.

Section 60640, as amended by the test claim statutes, replaces the STAR exam with the CAASPP, beginning in the 2013-2014 school year. The statute replaces the former CSTs required for grades 2 to 11, inclusive, in English language arts and mathematics with the Smarter Balanced summative assessments, which are designed to be administered on computer, and to be adaptive to student responses. Grades 9 and 10 are no longer required to take the annual assessments previously required,[247] and the California Modified Assessment is no longer necessary with the appropriate "universal tools" and "designated supports" available within the computer adaptive Smarter Balanced tests.[248] Therefore, pursuant to section 60640, as amended, only the following tests are now required:

- A consortium summative assessment in English language arts and mathematics for grades 3-8 and 11, aligned with the Common Core State Standards;
- Science grade level assessments in grades 5, 8, and 10, aligned with standards adopted by SBE, until a successor assessment is implemented on the Superintendent's recommendation;
- The California Alternate Performance Assessment in grades 2 to 11, inclusive, in English language arts and mathematics, and the CAPA for science in grades 5, 8, and 10, which measures content standards adopted pursuant to Section 60605 until a successor assessment is implemented; and
- The Early Assessment Program established by Chapter 6 (commencing with Section 99300).

School districts are authorized, but not required, to administer a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605 to pupils who are identified as limited English proficient and enrolled in any of grades 2 to 11, inclusive, until a subsequent primary language assessment aligned to the common core standards in English

[247] Assembly Third Reading, AB 484, as amended May 24, 2013.

[248] See Exhibit X, CMA Pilot Test, California Department of Education.

language arts is developed.[249] A school district may also "administer achievement tests in grades other than those required by this section as it deems appropriate."[250]

Section 60640(b) further provides that for the 2013-2014 school year, the summative assessments in English language arts and mathematics "shall be a field test only," meaning that the results will not be used for state and federal accountability purposes.[251] The field test is intended to "enable the consortium to gauge the validity and reliability of these assessments and to conduct all necessary psychometric procedures and studies, including, but not necessarily limited to, achievement standard setting, and to allow the department to conduct studies regarding full implementation of the assessment system." The full administration of the CAASPP test is in the spring of 2015.[252]

Section 60640(f) then requires each LEA to "administer assessments to each of its pupils pursuant to subdivision (b)," except that recently arrived English learner pupils are exempted from taking the assessment in English language arts. Section 60640(f)(2) further provides that for the 2013-2014 school year, each local educational agency is required to administer the field test in a manner described by the department in consultation with the president or executive director of the state board. "As feasible, the CAASPP field tests shall be conducted in a manner that will minimize the testing burden on individual schools…" and shall not produce individual pupil scores unless it is determined that these scores are valid and reliable.[253]

In addition, section 60640(k) states that pursuant to NCLB, individuals with exceptional needs shall be included in the testing requirement of subdivision (b) with appropriate accommodations in administration, where necessary, and the individuals with exceptional needs who are unable to participate in the testing, even with accommodations, shall be given an alternate assessment.

Education Code section 60640(g) then requires each LEA, "from funds available for that purpose," to administer any additional assessments approved by the SBE pursuant to subdivision (c)(5) "upon approval by the state board and the appropriation of funding for this purpose ..."

And finally, section 60640(n) provides that "[a]s a condition to receiving an apportionment pursuant to subdivision (l), a local educational agency shall report to the Superintendent all of the following:"

> (1) The pupils enrolled in the local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c).

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[249] Education Code section 60640(b) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[250] Education Code section 60640(i) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[251] Education Code section 60640(b) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[252] Exhibit X, Field Test – Smarter Balanced Assessment Consortium; Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 12.

[253] Education Code section 60640(h) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

(2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency.

(3) The pupils in paragraph (1) who were exempted from the test pursuant to this section.[254]

The remaining provisions of the statute address the apportionment of funding for the administration of the test and direct the SBE to adopt emergency regulations to implement the statute.

a) Many of the requirements in section 60640, as amended by the test claim statutes are not new, or require a lower level of service when compared to prior law.

Many of the requirements in section 60640, as amended by the test claim statutes, are not new or require a lower level of service when compared to prior law. For example, the requirement to administer a statewide assessment pursuant to section 60640(b), (f), and (k) is no different under prior law. Former section 60640(b) provided: "From the funds available for that purpose, each school district, charter school, and county office of education shall administer to each of its pupils in grades 2 to 11, inclusive, the standards-based achievement test provided for in Section 60642.5." Section 60642.5, in turn, required the Superintendent to develop an assessment, "to be called the California Standards Tests," which included "reading, spelling, written expression, and mathematics" for pupils in grades 2 to 8, and "reading, writing, mathematics, history-social science, and science" for pupils in grades 9 to 11.[255] Amended section 60640 provides for the assessments to include "[a] consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11…" and "[s]cience grade level assessments in grades 5, 8, and 10…" Therefore, the assessments required under section 60640(b) are a *lower level of service* than that required under former sections 60640 and 60642.5.

Moreover, section 60640(b)(1)(B) explains that "[i]n the 2013-14 school year, the consortium summative assessment in English language arts and mathematics *shall be a field test only*, to enable the consortium to gauge the validity and reliability of these assessments… and to allow the department to conduct studies regarding full implementation of the assessment system." The field test is not intended to include all of the otherwise-applicable components of the assessments, and indeed the field test was implemented in that manner. In the CDE report to the State Board and the Legislature, it is clear that students in grade 11 were not required to participate in the field test, and many students only participated in either the computer-based test or the performance task, and not both.[256] In addition, school districts were not required to report the results of the field test, either to parents, or for state and federal accountability purposes.[257]

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[254] Education Code section 60640(n) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[255] Education Code section 60642.5 (Stats. 2008, ch. 752 (AB 519)); See also, former Education Code section 60603 (Stats. 2004, ch. 233 (SB 1448)).

[256] Education Code section 60640(f)(2) (Stats. 2013-2014, ch. 489 (AB 484)); Education Code section 60603 (Stats. 2013-2014, ch. 489 (AB 484)). See also, Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, pages 16; 41.

[257] Exhibit X, Smarter Balanced Field Test Questions and Answers, page 1.

Therefore, the requirements of section 60640 for the 2013-2014 school year to administer assessments to all eligible pupils are a lower level of service, and not new, except with respect to the use of computers, as discussed below.

Former section 60640(e) provided that "[p]ursuant to Section 1412(a)(17) of Title 20 of the United States Code, individuals with exceptional needs, as defined in Section 56026, shall be included in the testing requirement of subdivision (b) with appropriate accommodations in administration, where necessary, and those individuals with exceptional needs who are unable to participate in the testing, even with accommodations, shall be given an alternate assessment." And former section 60640(f) permitted, but did not require, a district to administer achievement tests in a pupil's primary language, as specified.[258]

Section 60640(k), as amended, restates exactly the requirements of former section 60640(e), except that the reference to Title 20, United States Code, section 1412(a)(17) now states "Section 11412(a)(16) of Title 20…"[259] And, the requirements of former section 60640(f), describing the primary language assessment, are restated in section 60640(b)(5).[260]

In addition, the requirement in Education Code section 60640(g) to administer future assessments developed by the Superintendent and the SBE is not new and does not create an unfunded mandated activity. Section 60640(g) states the following:

> From the funds available for this purpose, each local educational agency shall administer assessments as determined by the state board pursuant to paragraph (5) of subdivision (c).

Section (c)(5) states the following:

> Upon approval by the state board and the appropriation of funding for this purpose, the Superintendent shall develop and administer approved assessments. The state board shall approve test blueprints, achievement level descriptors, testing periods, performance standards, and a reporting plan for each approved assessment.

As indicated above, school districts have long been required to administer standardized assessments to pupils under the STAR program and, thus, the requirement to administer assessments is not new. Moreover, based on the plain language of section 60640 (c) and (g), the state will not develop and administer future assessments until funds have been appropriated for that purpose, and the school districts' administration of future assessments will be financed from "funds available for this purpose." There is no evidence in the law or the record that section 60640(g) imposes any new, unfunded, requirements on school districts.

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[258] Former Section 60640 (as amended, Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SBX5 1)).

[259] Compare Former Education Code section 60640(e) (as amended, Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SBX5 1)) with Education Code section 60640(k) (as amended, Stats. 2013, ch. 489 (AB 484)).

[260] Compare Former Education Code section 60640(f) (as amended, Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SBX5 1)) with Education Code section 60640(b) (as amended, Stats. 2013, ch. 489 (AB 484)).

And finally, section 60640(n) provides that "[a]s a condition to receiving an apportionment pursuant to subdivision (l), a local educational agency shall report to the Superintendent all of the following:"

> (1) The pupils enrolled in the local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c).
>
> (2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency.
>
> (3) The pupils in paragraph (1) who were exempted from the test pursuant to this section.[261]

This requirement was added to section 60640 by Statutes 2009-2010, 5th Extraordinary Session, chapter 2 (SB 1), and is therefore not new.

Based on the foregoing, there is very little in the plain language of amended section 60640 that imposes any new requirements or activities, and indeed some of the prior requirements have been reduced or eliminated.

b) <u>Section 60640, as amended by the test claim statutes and interpreted in light of the whole program, imposes a new requirement that increases the level of service provided to the public to provide adequate assessment technology in order to administer the CAASPP via computers.</u>

However, there is an increase in service, and a new requirement, inherent in the administration of the new CAASPP tests via computer. Section 60640(e) provides:

> The Superintendent shall make available a paper and pencil version of any computer-based CAASPP assessment for use by pupils who are unable to access the computer-based version of the assessment for a maximum of three years after a new operational test is first administered.[262]

The Superintendent's duty to make available a paper and pencil version of the assessments, which the section calls "computer-based CAASPP assessment[s]", demonstrates that school districts are required to provide the new assessments, including the field test in Spring 2014, using computers. Additionally, the definitions found in section 60603 demonstrate the Legislature's intent that the new assessments are to be computer-based. Education Code section 60603(d-e), as amended by Statutes 2013, chapter 489, provides that: "'Computer-adaptive assessment' means a computer-based test that utilizes a computer program to adjust the difficulty of test items through a testing session based on a test taker's responses to previous test items during that testing session"; and, "'Computer-based assessment' means a test administered using an electronic computing device."[263] Moreover, section 853 of the title 5 regulations, as amended

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[261] Education Code section 60640(n) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[262] Education Code section 60640(e) (Stats. 2013-2014, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[263] See also, California Code of Regulations, title 5, section 850(i) (definition originally added by Register 2014, No. 6).

by Register 2014, No. 35, states the following: "The primary mode of administration of a CAASPP tests shall be via a computing device, the use of an assessment technology platform, and the adaptive engine."[264] And, section 850(e) defines "assessment technology platform" as follows:

> …the electronic means used to display items, accept item responses, store, deliver, score the tests and restrict access to outside sources, as well as report and manage assessment results. Testing technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.

And finally, the testing technology is required to include embedded tools for individuals with exceptional needs and English learners to enable them to take the CAASPP tests for English language arts and mathematics as required by section 60640. Section 853.5 of the regulations requires that English learners and all pupils with disabilities be provided embedded tools on the CAASPP tests for English language arts and mathematics, and while that requirement to permit the appropriate tool for an individual student during testing is denied because it was added by a regulation that has not been pled, the phrase "embedded tools" is important in the interpretation of what is required to provide the technology necessary for the CAASPP. Section 850(l) of the regulations defines "embedded" to mean "a support, whether a universal tool, designated support, or accommodation, *that is part of the assessment technology platform* for the computer-administered CAASPP tests." Thus, the testing technology is required to include embedded tools.

School districts were not required under prior law to provide computers and adequate technology necessary to administer standardized assessments under the STAR program. Thus, beginning January 1, 2014, the requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers, is new.

The Commission further finds that this requirement is a one-time requirement. As indicated in the sections above, the LEA CAASPP coordinator is required by section 857 of the title 5 regulations to "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractors."[265] This ongoing duty, however, was added by Register 2014, No. 6, which was not pled in this test claim.[266] Thus, the Commission cannot, as a matter of law, find an ongoing requirement to ensure compliance with the technology.

Moreover, the one-time requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers provides a higher level of service to the public. As indicated in the Background, the goal of CAASPP is to provide assessments that can assist teachers, administrators, students and parents/guardians with a better understanding of college and career readiness, which are aligned

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[264] Code of Regulations, title 5, section 853(b) (Register 2014, No. 35).

[265] Code of Regulations, title 5, section 857 (Register 2014, No. 6).

[266] Exhibit A, Test Claim 14-TC-01, page 1.

to the Common Core State Standards. The computer adaptive assessments are intended to provide more accurate and faster results for teachers and pupils.[267]

Based on the foregoing, the Commission finds that Education Code section 60640, as amended by Statutes 2013, chapter 489, beginning January 1, 2014, imposes a new requirement that increases the level of service provided to the public.

2. California Code of Regulations, title 5, section 861, as amended by Register 2014, No. 35 (eff. August 27, 2014), requires school districts to include new information in their report to CDE.

Prior law, in Education Code section 60640(n), effective January 1, 2014, requires school districts to report to the Superintendent all of the following information as a condition of receiving funds: (1) The pupils enrolled in the local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c); (2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency; and (3) The pupils in paragraph (1) who were exempted from the test pursuant to this section.[268]

In addition, under prior law, section 861 of the Title 5 regulations, effective February 3, 2014, required school districts to provide any and all program and demographic pupil data requested by CDE in order to assess pupils under the CAASPP requirements of Education Code section 60640 and for inclusion in the California Longitudinal Pupil Achievement Data System (CALPADS.)[269] And section 861(b) under prior law, required school districts to report to CDE additional information, including information about the pupils who do not take the CAASPP, or pupils that received special testing conditions for the CAASPP.

However, section 861, as amended by Register 2014, No. 35, effective August 27, 2014, added two additional items to be reported to CDE in subdivision (b): if a pupil used a designated support, and if a pupil used an individualized aid. "Designated supports" are "resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan."[270] "Individualized aid" means "a type of resource that a pupil regularly uses in a classroom for instruction and/or assessment that has not been previously identified as a universal tool, designated support or accommodation. Because an individualized aid has not been previously identified as a universal tool, designated support or accommodation, it may or may

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[267] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 8. See also, www.smarterbalanced.org [entries "About" and "Computer Adaptive Testing"].

[268] Education Code section 60640(n) (Stats. 2013, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858)).

[269] CALPADS is a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.

[270] California Code of Regulations, title 5, section 850(k) (Register 2014, No. 35).

not invalidate the measurement of the test(s)."[271] The final statement of reasons states that the reporting of this information is "necessary for purposes of data reporting."[272]

The Commission finds that these two reporting requirements are new. Pursuant to section 6311 of NCLB, states are required to submit a plan to the Secretary of the Department of Education that details academic assessments that enable the state to measure "adequate yearly progress", including "separate measurable annual objectives for continuous and substantial improvement for…" disadvantaged students, students from racial and ethnic groups, *students with disabilities*, and *students with limited English proficiency*.[273] Accordingly, the academic assessments implemented in each state must "enable results to be disaggregated within each State, local educational agency, and school by gender, by each major racial and ethnic group, by English proficiency status, by migrant status, by students with disabilities as compared to nondisabled students, and by economically disadvantaged students as compared to students who are not economically disadvantaged…"[274]

Former Education Code section 60643, in accordance with the federal accountability requirements, provided that test publishers for the former STAR assessments must agree to provide disaggregated scores for limited-English-proficient pupils, as well as providing disaggregated scores for pupils who have individualized education programs.[275] However, even though information about designated supports and individualized aids provided for pupils subject to the CAASPP assessment may be necessary for the state to provide disaggregated scores for purposes of federal reporting requirements under NCLB, there was no prior requirement in the law for school districts to provide this information to CDE.

Thus, these reporting requirements are new, and increase the level of service provided to the public by helping the state obtain NCLB funding for public education.[276] Since section 861, as amended by Register 2014, No. 35, became effective on August 27, 2014 (after the CAASPP field test) school districts will be required to first comply with the new reporting requirements of section 861 following the administration of the spring 2014-2015 CAASPP tests.

3. The new requirements imposed by Education Code Section 60640 and California Code of Regulations, title 5, section 861, as amended by the test claim statutes and regulations are mandated by state law.

As indicated above, the Commission finds that the following activities mandate a new program or higher level of service on school districts:

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[271] California Code of Regulations, title 5, section 850(o) (Register 2014, No. 35).

[272] Exhibit X, CAASPP Final Statement of Reasons, pages 14-15.

[273] 20 U.S.C. § 6311(b)(2)(C) (Pub. L. 107-110).

[274] 20 U.S.C. § 6311(b)(3)(C) (Pub. L. 107-110).

[275] Former Education Code section 60643 (Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SB 11)).

[276] *Long Beach Unified School Dist. v. State* (1990) 225 Cal.App.3d 155, 172, [finding that education is a peculiarly governmental function and is administered by local agencies to provide a service to the public].

- Beginning January 1, 2014, the one-time requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers.
- Beginning August 27, 2014, report to CDE if a pupil used a designated support or an individualized aid for purposes of the CAASPP assessment.

Finance argues that the CAASPP program, like the STAR testing program that preceded it, is required to meet federal program requirements, and to avoid a loss of funding. Finance states: "we reiterate comments previously submitted as part of the proceedings for the STAR test claim…that NCLB is a federal mandate, and therefore the STAR program could not be found to be a state mandate because it is required to comply with NCLB."[277,278]

The claimants counter that the STAR test claim determined that some of the testing requirements *were* a reimbursable mandate, notwithstanding the underlying federal requirement to administer standardized academic assessments; and that the STAR II and III test claim did not reach the federal mandate issue. And, the claimants argue, "regardless of whether STAR itself was a federal mandate, CAASPP certainly is not." The claimants reason that "California was compliant with NCLB's requirement to administer assessments to determine students' levels of academic achievement under STAR…[but the Legislature] chose – without any change to NCLB – to adopt a new assessment regime that was much more expansive (and expensive)."[279]

The Commission finds that the new requirements are mandated by state law.

Government Code section 17556(c) provides that the Commission shall not find costs mandated by the state where the test claim statute or regulations impose a requirement that is mandated by a federal law or regulation and results in costs mandated by the federal government, "unless the statute or executive order mandates costs that *exceed the mandate in that federal law or regulation.*"[280]

In *Hayes*, the court determined that even if the state enacts legislation to comply with a federal mandate, the activities required by the legislation may still impose a state-mandated program if the manner of implementation of the federal program is left to the true discretion of the state. "If the state freely chooses to impose the costs upon the local agency as a means of implementing a

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[277] Exhibit C, Finance Comments, pages 1-2.

[278] SBE, for its part, asserts that the test claim regulations do not impose a state mandate because they do not extend beyond the scope and purpose of the test claim statutes. See, e.g., Exhibit X, Final Statement of Reasons for CAASPP Regulations [discussing proposed changes to sections 853.5 and 853.7: "Mandating in the regulations that LEAs make an affirmative determination concerning every ELs need for a designated support(s) is not required by federal law and would create an unfunded mandate when there is nothing in the CAASPP law creating a state mandate."].

[279] Exhibit D, Claimant Comments, page 5.

[280] Government Code section 17556(c) (Stats. 2010, ch. 719 (SB 856)) [emphasis added].

federal program then the costs are the result of a reimbursable state mandate regardless whether the costs were imposed upon the state by the federal government."[281]

In addition, the Court of Appeal in *Long Beach Unified School District v. State*[282] considered whether regulations requiring local educational agencies to take certain specific steps to alleviate or eliminate racial segregation in schools could constitute a state mandate, given that school districts already had a duty to do so based on the Constitution of the United States and case law interpreting the Constitution. The court held that while "school districts do indeed have a constitutional obligation to alleviate racial segregation…the courts have been wary of requiring specific steps in advance of a demonstrated need for intervention." The court continued: "a review of the Executive Order and guidelines shows that a higher level of service is mandated because their requirements *go beyond constitutional and case law requirements*."[283] In other words, because the test claim regulation in *Long Beach Unified* was both more expansive and more specific than what was required by federal law, the court found a reimbursable state mandate.

The federal No Child Left Behind Act of 2001 requires:

> [A] set of high-quality, yearly student academic assessments that include, at a minimum, academic assessments in mathematics, reading or language arts, and science that will be used as the primary means of determining the yearly performance of the State and of each local educational agency and school in the State in enabling all children to meet the State's challenging student academic achievement standards, except that no State shall be required to meet the requirements of this part relating to science assessments until the beginning of the 2007–2008 school year.[284]

Title I of NCLB also requires that the assessments measure pupil proficiency as follows:

> Such assessments shall--
>
> [¶]…[¶] (v)(I) except as otherwise provided for grades 3 through 8 under clause vii, measure the proficiency of students in, at a minimum, mathematics and reading or language arts, and be administered not less than once during—
>
> (aa) grades 3 through 5;
>
> (bb) grades 6 through 9; and
>
> (cc) grades 10 through 12;
>
> (II) beginning not later than school year 2007–2008, measure the proficiency of all students in science and be administered not less than one time during—
>
> (aa) grades 3 through 5;

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[281] *Hayes v. Commission on State Mandates* (1992) 11 Cal.App.4th 1564, 1593-1594.

[282] *Long Beach Unified School Dist., supra,* 225 Cal.App.3d 155.

[283] *Id*, at p. 173 [emphasis added].

[284] 20 USC 6311 (b)(3)(A).

(bb) grades 6 through 9; and

(cc) grades 10 through 12;

(vi) involve multiple up-to-date measures of student academic achievement, including measures that assess higher-order thinking skills and understanding;

(vii) beginning not later than school year 2005–2006, measure the achievement of students against the challenging State academic content and student academic achievement standards in each of grades 3 through 8 in, at a minimum, mathematics, and reading or language arts, except that the Secretary may provide the State 1 additional year if the State demonstrates that exceptional or uncontrollable circumstances, such as a natural disaster or a precipitous and unforeseen decline in the financial resources of the State, prevented full implementation of the academic assessments by that deadline and that the State will complete implementation within the additional 1-year period;[285]

Under prior law, the STAR program provided that "[f]rom the funds available for that purpose, each school district, charter school, and county office of education shall administer to each of its pupils in grades 2 to 11, inclusive, the standards-based achievement test provided for in Section 60642.5."[286] Section 60642.5, in turn, provided for a test consisting of: "an assessment instrument, to be called the California Standards Tests, that measures the degree to which pupils are achieving the academically rigorous content standards and performance standards…", and which contain assessments of "reading, spelling, written expression, and mathematics" for grades 2 to 8, inclusive; at least one assessment of history/social science and one assessment of science during elementary or middle school; and "reading, writing, mathematics, history-social science, and science" for grades 9 to 11.[287] There is no dispute that the STAR tests complied with NCLB, and that the testing regime resulted in sufficient data to analyze and report AYP for the state and each school district.

Section 60640, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 32 replaces the STAR with the CAASPP for the 2013-2014 school year. Like the STAR program that preceded it, there is no dispute that the CAASPP tests satisfy the requirements of NCLB. However, the state was not forced to adopt the computerized CAASPP tests in order to comply with NCLB. The state, within its discretion, chose to adopt the CAASPP program, in part, to receive grant funding under the Race to the Top program.[288] The Race to the Top program, enacted as a part of the American Recovery and Reinvestment Act of 2009, provided grant funding to two multistate consortia for the development of new high-quality standards-aligned assessments: the Smarter Balanced Assessment Consortium and the Partnership for Assessment of Readiness for College and Careers (PARCC). That funding was provided to the consortia, respectively, to develop new assessments; it was not intended to incentivize the states to adopt

[285] 20 USC 6011 (b)(3)(C).

[286] Education Code section 60640 (Stats. 2009-2010, 5th Ex. Sess., ch. 2 (SB 1)).

[287] Education Code sections 60642.5 (Stats. 2008, ch. 757 (AB 519)); 60603 (Stats. 2007, ch. 174 (SB 80)).

[288] Exhibit X, Race to the Top Summary of Criteria, page 3.

and implement the new assessments.[289] An additional fund of $4.35 billion was made available on a competitive basis to states that could demonstrate a commitment to improving education outcomes and closing achievement gaps among different populations. One criteria for the awarding of those grants was the adoption of common standards (i.e., the Common Core State Standards, issued in 2010 and adopted by California, among others) and a commitment to adopt standards-aligned common high-quality assessments (i.e., either the Smarter Balanced or the PARCC consortium assessments).[290] However, that grant funding was awarded between July 2010 and March 2013, prior to the effective dates of any of the test claim statutes, and California was not awarded any of that funding, despite having promptly adopted the Common Core and actively participating in the Smarter Balanced consortium to develop the new assessments which would eventually be adopted as a part of CAASPP.[291]

Therefore, the Commission finds that the following new requirements are mandated by the state:

- Beginning January 1, 2014, the one-time requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers. (Ed. Code, § 60640, Stats. 2013, ch. 489 (SB 484); Stats. 2014, ch. 32 (SB 858).)
- Beginning August 27, 2014, include in the report to CDE, if a pupil used a designated support or an individualized aid for purposes of the CAASPP assessment. (Cal. Code Regs., tit. 5, § 861(b), Register 2014, No. 35.)

C. There are Costs Mandated by the State Pursuant to Government Code Section 17514, From January 1, 2014 until June 30, 2014 Only.

Government Code section 17514 defines "costs mandated by the state" as any increased cost that a local agency or school district incurs as a result of any statute or executive order that mandates a new program or higher level of service. The claimants have alleged a total of $8,568,068 in increased costs for the fiscal year 2013-2014,[292] and have stated that they are "unaware at this time" of any dedicated state or federal funds "available for this program."[293] The claimants identify the "Common Core Implementation Block Grant" as a potential source of "other nonlocal agency funds," but do not identify the legislation or any budget language that provides for the block grant.[294]

Finance has argued that several sources of funding are or may be available to cover the costs of any mandate, and therefore the Commission must not find costs mandated by the state, pursuant

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[289] Exhibit X, US Department of Education, "US Secretary of Education Duncan Announces Winners of Competition to Improve Student Assessments".

[290] Exhibit X, Race to the Top Program, Executive Summary, November 2009, pages 2; 7-8.

[291] Exhibit X, Race to the Top Summary of Criteria; Awards – Race to the Top Program Fund; "Four Years Later, Are Race to the Top States on Track?" Center for American Progress;

[292] Exhibit A, Amended Test Claim, page 72; Exhibit B, Vallejo City Unified School District Request to Join claim, pages 5-6.

[293] *Id*, at pages 73-74.

[294] *Id*, at page 74.

to section 17556(e).[295] Government Code section 17556(e) provides that the Commission shall not find costs mandated by the state if:

> The statute, executive order, or an appropriation in a Budget Act or other bill provides for offsetting savings to local agencies or school districts that result in no net costs to the local agencies or school districts, or includes additional revenue that was specifically intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate.[296]

Government Code section 17556(e) implements article XIII B, section 6, which requires subvention only when the costs in question can be recovered solely from tax revenues. The Supreme Court has determined that

> [Article XIII B, section 6] was intended to preclude the state from shifting financial responsibility for carrying out governmental functions onto local entities that were ill equipped to handle the task. [Citations omitted.] Specifically, it was designed to protect the tax revenues of local governments from state mandates that would require expenditures of such revenues. Thus, although its language broadly declares that the "state shall provide a subvention of funds to reimburse … local government for the costs [of a state-mandated new] program or higher level of service," read in its textual and historical context section 6 of article XIII B requires subvention only when the costs in question can be recovered solely from tax revenues.
>
> . . . . As the discussion makes clear, the Constitution requires reimbursement only for those expenses that are recoverable solely from taxes.[297]

Accordingly, in *Kern*,[298] the Supreme Court held that claimant school districts were *not entitled to reimbursement* for costs incurred in complying with notice and agenda requirements for meetings of a school site council, without reaching the issue of whether the underlying funded school site council program was itself mandated, "because the state, in providing program funds to claimants, already has provided funds that may be used to cover the necessary notice and agenda-related expenses." In that case, the court "found nothing to suggest that a school district is precluded from using a portion of the [program] funds obtained from the state for the implementation of the underlying funded program to pay the associated [mandated] costs." In fact, the court found that the program "explicitly authorizes school districts to do so," quoting the statute authorizing the appropriation of program funds to allow school districts to "claim funds appropriated for purposes of this article for expenditures in, but not limited to, reasonable district administrative expenses."[299] The court concluded, therefore, that "we view the state's provision of *program funding as satisfying, in advance, any reimbursement requirement*." (Emphasis added.)

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[295] See Exhibit C, Finance Comments; Exhibit E, Finance Late Comments.

[296] Government Code section 17556(e) (Stats. 2010, ch. 719 (SB 856)).

[297] *County of Fresno, supra*, 53 Cal.3d at p. 487.

[298] *Department of Finance v. Commission on State Mandates* (*Kern*) (2003) 30 Cal.4th 727.

[299] *Kern*, supra, at pp. 747.

Below, the Commission finds that during fiscal year 2013-2014, there are sources of funding available that may be applied to the one-time activity of providing "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers, but none that are specifically intended to cover the costs of the mandate within the meaning of Government Code section 17556(e). Thus, to the extent a school district complied with the one-time requirement to provide the technology to administer the CAASPP at any time from January 1, 2014, through June 30, 2014, and did not receive and apply funds (which are not local proceeds of taxes) to cover the entire cost of this activity, then reimbursement is required under article XIII B, section 6 for the increased local costs.

However, beginning July 1, 2014, there is additional funding provided, both in the test claim statutes and in the Budget Act for 2014-2015, which is specifically intended to cover the costs of both mandated activities. Absent substantial evidence in the record, the funding is sufficient as a matter of law to cover the costs of the mandated activities, is required to be applied to the activities, and bars a finding of costs mandated by the state pursuant to Government Code section 17556(e). Thus, beginning July 1, 2014, reimbursement under article XIII B, section 6 is not required for the new mandated activities.

1. **The 2013-2014 Budget Act contains only potentially offsetting revenues, pursuant to Government Code sections 17556(e) and 17557, and therefore some school districts may have incurred costs mandated by the state from January 1, 2014 through June 30, 2014 for the one-time activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers.**

The 2013-2014 Budget Act and other appropriations made for fiscal year 2013-2014 include the following funding sources available to cover costs of this mandated program:

- Line Item 6110-113-0001, Statutes 2013, chapter 20 (AB 110) provides $72,706,000 in local assistance, "for purposes of California's pupil testing program…", and states: "The funds appropriated in this item shall be for the pupil testing programs authorized by Chapter 3 (commencing with Section 48410) of Part 27 of Division 4 of Title 2 of the Education Code and Chapter 5 (commencing with Section 60600), Chapter 6 (commencing with Section 60800), Chapter 7 (commencing with Section 60810), and Chapter 9 (commencing with Section 60850) of Part 33 of Division 4 of Title 2 of the Education Code." In addition, Provision 7 of Item 6110-113-0001 states: "Funds provided to local educational agencies from Schedules (2), (3), (4), and (5) shall first be used to offset any state-mandated reimbursable costs within the meaning of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the STAR Program, the California English Language Development Test, and the California High School Exit Examination. Local educational agencies receiving funding from these schedules shall reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them from these schedules."
- Line Item 6110-113-0890, Statutes 2013, chapter 20 (AB 110) provides $25,111,000 in local assistance from "Department of Education – Title VI Flexibility and Accountability, payable from the Federal Trust Fund." Provision

6 of this Item states: "Funds provided to local educational agencies from Schedules (2), (3), and (4) shall first be used to offset any state-mandated reimbursable costs, within the meaning of subdivision (e) of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the STAR Program, the California English Language Development Test, the California High School Exit Examination, and the California Alternate Performance Assessment. Local educational agencies receiving funding from these schedules shall reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them from these schedules.

- Statutes 2013, chapter 48 (AB 86), section 85 provides for $1.25 billion to "support the integration of academic content standards…" which may include, "expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments."

However, none of these revenues are specifically intended to cover the costs of the mandated activities for the CAASPP program during the 2013-2014 fiscal year within the meaning of Government Code section 17556(e). Line Items 6110-113-0001 and 6110-113-0890 of the 2013-2014 Budget Act address costs of the STAR assessments, which were replaced by CAASPP as of January 1, 2014. To the extent school districts applied the funds intended for STAR to the costs of the new assessments, their annual claims should reflect an adjustment to reimbursable costs mandated by the state,[300] but nothing in the 2013-2014 Budget Act requires school districts to apply funding to a program that did not yet exist when the Budget Act was written.

Similarly, although Statutes 2013, chapter 48 (AB 86) recognizes the pending improvements in internet connectivity that may be necessary to administer computer-based assessments, the $1.25 billion in Common Core implementation funding is not *required* to fulfill those needs first; it expressly states that a school district shall expend funds "for *any* of the following purposes…"[301]

As noted above, the earliest of the three test claim statutes pled, Statutes 2013, chapter 489, , has an effective date of January 1, 2014. The administration of the 2013-2014 field test of the Smarter Balanced computer-based assessments was scheduled to take place, in accordance with the February 2014 emergency regulations, "during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days."[302] As a result, all students were administered the field test between March 25 and June 13 of 2014.[303] Therefore, at least some school districts likely

[300] See *County of Fresno v. State of California* (1991) 53 Cal.3d 482,p. 487 ["…read in its textual and historical context section 6 of article XIII B requires subvention only when the costs in question can be recovered solely from tax revenues."].

[301] Statutes 2013, chapter 48 (AB 86), section 85(d) [emphasis added].

[302] Code of Regulations, title 5, section 855 (Register 2014, No. 6).

[303] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 42.

incurred mandated costs for the one-time activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers after January 1, 2014, but before the 2014-2015 Budget Act took effect on July 1, 2014. To the extent school districts can show that they incurred state-mandated increased costs to comply with this requirement between January 1, 2014 and June 30, 2014, those costs are mandated by the state and are eligible for reimbursement. Such increased costs *do not include* the activities required to administer the former STAR assessments, as discussed above, including, but not limited to: designating coordinators, maintaining security of the test, tracking, scoring, and returning test materials, and training teachers and other staff to administer the assessments.

In addition, the funding identified in the 2013-2014 Budget Act (Line Items 6110-113-0001 and 6110-113-0890) and the $1.25 billion appropriated for Common Core implementation by Statutes 2013, chapter 48 (AB 86) are potentially offsetting revenues that must be deducted from annual costs claimed, to the extent that a school district expended the described revenues for the one-time activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers.

2. **Absent evidence to the contrary, the State has appropriated revenues sufficient to fund the cost of both mandated activities in the 2014-2015 Budget Act and, thus, there are no costs mandated by the state beginning July 1, 2014.**

Finance has identified the following additional revenues appropriated by the state for the CAASPP program beginning July 1, 2014, and alleges that these revenues are specifically intended to cover the costs of the mandate therefore barring a finding of costs mandated by the state pursuant to Government Code section 17556(e):

- $126.8 million in local assistance for statewide pupil assessments provided in the 2014-2015 Budget Act, which states: "Funds provided to local agencies from Schedules (2), (3), (4), (5), (6), (7), and (8) *shall first be used to offset any state-mandated reimbursable costs*…that may otherwise be claimed through the state mandates reimbursement process for the remaining costs of the STAR 2013-14 test administration, the California English Language Development Test, the California High School Exit Examination, and the statewide pupil assessment system established *pursuant to Chapter 489 of the Statutes of 2013*."[304]
- $22.7 million in Federal Trust Fund local assistance for statewide pupils assessments provided in the 2014-2015 Budget Act, which states: "Funds provided to local educational agencies from Schedules (2), (3), and (5) *shall first be used to offset any state-mandated reimbursable cost*…that otherwise may be claimed through the state mandates reimbursement process for the statewide pupil assessment system established *pursuant to Chapter 489 of the Statutes of 2013*, the California English Language Development Test, the California High School Exit Examination, and the California Alternate Performance Assessment."[305]

[304] Statutes 2014, chapter 25 (SB 852), Line Item 6110-113-0001.

[305] Statutes 2014, chapter 25 (SB 852), Line Item 6110-113-0890.

- $400.5 million added in Statutes 2014, chapter 32 and Line Item 6110-488 of the 2014 Budget Act for outstanding mandate claims, which, Finance argues "after satisfying any outstanding mandate claims the funds could be used for any one-time purpose determined by a local educational agency's (LEA's) governing board, including technology infrastructure."
- $26,689,000 appropriated in Provision 2 of Line Item 6110-182-0001 of the 2014 Budget Act "to support network connectivity infrastructure grants and completion of a statewide report of network connectivity infrastructure by the K-12 High-Speed Network…"[306]

The two budget line items in the 2014-2015 Budget Act, Statutes 2014, chapter 25 (SB 852), together provide over $145 million[307] for local assistance to implement the CAASPP, and section 862 of Code of Regulations, title 5, clearly states that the apportionment made to each LEA includes costs for staffing, "staff training, and other expenses related to testing…", as well as "[a]ll expenses incurred at the LEA and school/test site(s) related to testing."[308] Moreover, the 2013-2014 Budget Act provided slightly less than $100 million for the former STAR tests, and therefore the 2014 budget represents an increase of at least $45 million in local funding for the new assessments.[309] The claimants have made no effort to introduce evidence in the record that the funding is insufficient as a matter of law; the record contains only estimates of the claimants' costs for 2014-2015, totaling approximately $15 million, and the bare assertion that estimated statewide costs will reach $1 billion.[310] As indicated by the claimant in their rebuttal comments, "claimants do not contest that the $126.8 million… constitutes 'additional revenues' under Government Code section 17556(e)…(or even $149.5 million if combined with the Title VI funds)." However, claimants allege that the funding is "simply woefully inadequate..." These assertions are not supported by evidence in the record: section 1183.2 of the Commission's regulations requires assertions of fact to be supported by documentary evidence.[311] And, pursuant to Government Code section 17559, the Commission's findings must be based on substantial evidence in the record.[312] The claimants argue that the $400.5 million in outstanding mandate reimbursement is not specifically intended to fund the mandate, but instead is intended to apply to existing mandates, rather than the new mandated activities. Additionally, claimants argue that the $26.7 million in K-12 High Speed Network funding is not specifically intended to cover the costs of the mandate "because districts and county offices of education do not actually receive these funds directly; they only receive the benefit."[313] The claimants further assert that

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[306] See Exhibit C, Finance Comments, pages 6-7.

[307] A small amount of each line item is not specifically identified for activities required by Statutes 2013-2014, chapter 489 (AB 484).

[308] Code of Regulations, title 5, section 862 (Register 2014, No. 6).

[309] Compare Statutes 2013, chapter 20 (AB 110) with Statutes 2014, chapter 25 (SB 852).

[310] Exhibit A, Test Claim, page 73; Exhibit B, Vallejo City Unified Request to Join Test Claim, pages 5-6.

[311] Code of Regulations, title 2, section 1183.2.

[312] Government Code section 17559 (Stats. 1999, ch. 643 (AB 1679)).

[313] Exhibit D, Claimant Rebuttal Comments, page 8.

the $22.7 million in federal pass-through funding in the 2014 budget is not additional revenue specifically intended to cover the costs of the mandate because California received a waiver under NCLB of the requirement to administer an assessment in 2013-14 and 2014-15.

Finance has argued, in response to claimant's rebuttal comments, that to the extent a district or county office of education receives a portion of the K-12 High Speed Network funding, which is a grant-based program, that school district would not incur actual increased costs mandated by the state to improve its internet connectivity. Finance further argues that the waiver received by CDE for NCLB does not render the federal funding inapplicable to the mandate; the waiver applies only to the federal accountability reporting requirements, and "was contingent on California local education agencies ensuring that, with the exception of students with the most significant cognitive disabilities, all students in grades 3 through 8 participated in the Smarter Balanced Assessment Consortium (SBAC) field test in English language arts/literacy and mathematics."[314]

The Commission finds that with respect to the $26,689,000 appropriated for K-12 High Speed Network and the $400.5 million in funding for outstanding mandate debt, there is no requirement that school districts apply those funds to the mandated activities, and therefore these funds are only potentially offsetting under Government Code section 17557, rather than funding "specifically intended" to cover the costs of the mandated activities under section 17556(e).

However, the first two sources of funding identified by Finance in the 2014 Budget Act, totaling $145 million appropriated to school districts, are indeed specifically intended to cover the costs of the mandate since the budget language expressly refers to the test claim statutes that added CAASPP: "*Chapter 489 of the Statutes of 2013*." Section 862 of the title 5 regulations implementing the CAASPP program clearly states that the apportionment made to each LEA includes costs for staffing, "staff training, and other expenses related to testing…", as well as "[a]ll expenses incurred at the LEA and school/test site(s) related to testing."[315] Thus, the funding appropriated meets the standard in section 17556(e) that the funding was "specifically intended" to cover the costs of the two new activities mandated by the CAASPP program.

The Commission further finds, based on the evidence in the record, that the amounts appropriated in the first two line items in the 2014 Budget Act are sufficient to cover the costs of the two mandated activities, beginning July 1, 2014, and thus Government Code section 17556(e) applies. These line items appropriated $145 million, which must "*first* be used to offset any state-mandated costs that otherwise may be claimed through the state mandates reimbursement process" for *CAASPP*, the remaining costs incurred for the *STAR* 2013-2014 test administration, the *California English Language Development Test (CELDT)*, and the *California High School Exit Examination.* The 2013-2014 Budget Act provided slightly less than $100 million for these other tests, and therefore the 2014 budget represents an increase of at least $45 million in local funding for the new CAASPP assessments.[316] The Commission, however, denied the test claims filed on the *California English Language Development Test* (00-TC-16

[314] Exhibit E, Finance Late Comments, pages 1-2.

[315] Code of Regulations, title 5, section 862 (Register 2014, No. 6).

and 03-TC-06), and, thus, there are no reimbursable state-mandated costs for that program and none of the funding appropriated in the 2014 Budget Act is required to go to the *California English Language Development Test* program. Reimbursement for the state-mandated *STAR* program (which only approved as a reimbursable state-mandated cost, the administration of the CAT/6 test in grades 3 and 7) ended on September 29, 2008, with the enactment of Statutes 2008, chapter 757.[317] Thus, there are no state-mandated costs for the STAR program in fiscal year 2013-2014 and, thus, none of the funding appropriated in the 2014 Budget Act is required to go for STAR. The Commission approved the first *High School Exit Examination* test claim filed (00-TC 06) and, according to the Controller's most recent "Annual Deficiency Report," the program costs for *High School Exit Examination* in fiscal year 2013-2014 totaled less than $1 million (at $564,080).[318] Except for *High School Exit Examination* costs, nearly the entire $145 million appropriation is available and required to first be used to pay for the two new mandated activities.

Although the claimants allege increased costs, claimants have not introduced evidence in the record that the funding appropriated in the 2014 Budget Act is insufficient as a matter of law; the record contains only estimates of the claimants' costs for 2014-2015, totaling approximately $15 million, and the bare assertion that estimated statewide costs will reach $1 billion.[319] As indicated by the claimant in their rebuttal comments, "claimants do not contest that the $126.8 million… constitutes 'additional revenues' under Government Code section 17556(e)…(or even $149.5 million if combined with the Title VI funds)." However, claimants allege that the funding is "simply woefully inadequate..." These assertions are not supported by evidence in the record: section 1183.2 of the Commission's regulations requires assertions of fact to be supported by documentary evidence.[320] And, pursuant to Government Code section 17559 and section 1187.5 of the Commission's regulations, the Commission's findings must be based on substantial evidence in the record.[321] In addition, claimants' assertions are based on every activity alleged to impose a reimbursable state-mandated program. Most of those activities, however, are denied as not mandating a new program or higher level of service.

In order for the Commission to find increased costs mandated by the state in this case, claimants have to show that the costs incurred beginning July 1, 2014, for the one-time activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers (if not performed between January 1, 2014 and June 30, 2014), and the activity to include in the report to CDE information about whether a

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[317] See, Parameters and Guidelines Amendment for *National Norm-Referenced Achievement Test (STAR)*, adopted May 29, 2009. (05-PGA-03.)

[318] Exhibit X, Annual Deficiency Report, issued on April 30, 2015, by the State Controller's Office, at p. 17. (http://www.sco.ca.gov/Files-ARD-Local/LocRep/locreim_reports_deficiency2015.pdf)

[319] Exhibit A, Test Claim, page 73; Exhibit B, Vallejo City Unified Request to Join Test Claim, pages 5-6.

[320] Code of Regulations, title 2, section 1183.2.

[321] Government Code section 17559 (Stats. 1999, ch. 643); Code of Regulations, title 2, section 1187.5 (Register 2014, No. 21).

pupil used a designated support or an individualized aid for purposes of the CAASPP assessment, exceed the $40 million in funding provided by the state, and any additional funding described above that can be used for the CAASPP program. Absent this evidence in the record the Commission must find, as a matter of law, that the amount of funding currently appropriated is sufficient to preclude a finding of costs mandated by the state pursuant to Government Code section 17556(e), beginning July 1, 2014. If, in the future, the state fails to appropriate funds sufficient to cover the cost of the second ongoing activity to report the two items of additional information to CDE, school districts can then file another test claim within the statute of limitations required by Government Code section 17551(c) on the ground that they are, then, first incurring increased local costs.

Based on the foregoing, the Commission finds that there are no costs mandated by the state for the two new mandated activities within the meaning of Government Code section 17556(e), beginning July 1, 2014.

V. Conclusion

Based on the foregoing analysis, the Commission finds that Education Code section 60640, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 32, imposes a reimbursable state-mandated program on school districts for the one-time activity of providing "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers from January 1, 2014 to June 30, 2014, only. Funding identified in the 2013-2014 Budget Act (Line Items 6110-113-0001 and 6110-113-0890) and the $1.25 billion appropriated for Common Core implementation by Statutes 2013, chapter 48 are potentially offsetting revenues that must be deducted from annual costs claimed to the extent a school district uses those funds for the mandated activity.

All other statutes, regulations, and claims for reimbursement are denied.

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Solano and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On June 1, 2015, I served the:

> **Draft Proposed Decision, Schedule for Comments, and Notice of Hearing**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602 et al.
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, Vallejo City Unified School District, Claimants

by making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on June 1, 2015 at Sacramento, California.

Heidi J. Palchik
Commission on State Mandates
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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 5/27/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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RECEIVED
July 20, 2015
Commission on State Mandates

July 20, 2015

Heather Halsey
Executive Director
COMMISSION ON STATE MANDATES
980 9th Street, Suite 300
Sacramento, CA 95814

Re: Claimants' Comments on Draft Proposed Decision
California Assessment of Student Performance and Progress (CAASPP)
Test Claim 14-TC-01

Dear Ms. Halsey:

The following is provided in response to the Draft Proposed Decision ("DPD") dated June 1, 2015. As will be explained in further detail below, Claimants contend the following:

1. Claimants have met their burden in providing evidence that the mandated costs will significantly exceed $145 million identified as offsetting revenue.

2. The test claim statutes and regulations require ongoing administration of a computer-based assessment.

3. Claimants did not need to include the alleged emergency regulations as amended by Register 2014, No. 6.

* * *

1. <u>Claimants have met their burden in producing evidence that the mandated costs will significantly exceed $145 million identified as offsetting revenue.</u>

A. CAASPP is a State Mandate.

The Commission properly agreed with Claimants that "California was compliant with NCLB's requirement to administer assessments to determine students' levels of academic achievement under STAR, but the Legislature chose, without any change to NCLB, to adopt a new assessment (computerized CAASPP tests) regime that was much more expansive (and expensive)." (DPD, p. 15 [quoting Claimants' March 13, 2015 Comments].) When the State enacts legislation to comply with a federal mandate, the activities required by the legislation impose a state-mandated program if the manner of implementation of the federal program is left

to the true discretion of the state. (*Hayes v. Commission on State Mandates*, (1992) 11 Cal.App.4th 1564, 1593-1594.)

As a result, "[s]chool districts [and county offices of education] were not required under prior law to provide computers and adequate technology necessary to administer standardized assessments under the STAR program." (DPD, p. 70.) Thus, the DPD concluded that the test claim statutes and regulations did compel "an increase in service, and a new requirement, inherent in the administration of the new CAASPP tests via computer." (*Id.*, p., 69.)

B. There is Strong Evidence of Insufficient State Funding Commencing on July 1, 2014

The DPD erroneously concluded that "the State has appropriated revenues sufficient to fund the cost of both mandated activities in the 2014-2015 Budget Act and, thus, there are no costs mandated by the state beginning July 1, 2014." (DPD, p. 17.) The DPD similarly stated that, "[a]bsent substantial evidence in the record, the funding is sufficient as a matter of law to cover the costs of the mandated activities, is required to be applied to the activities, and bars a finding of costs mandated by the state." (*Id.*, p. 78.) Additionally, the DPD also erred in asserting that Claimants "have made no effort to introduce evidence in the record that [$145 million] is insufficient as a matter of law" to cover the cost of the mandated activities. (*Id.*, p. 81.)

To begin, Claimants' assertions of funding insufficiency are supported by uncontroverted evidence in the record, as the Department of Finance has not introduced any evidence to contradict them. The DPD is also incorrect to fault Claimants for only submitting estimates of their costs for 2014-15 given that the 2014-15 fiscal year was still in progress when the estimated increased costs were provided in support of the test claim. Additionally, the DPD's reference to a "substantial evidence" requirement is baseless as there is no such requirement at this stage in the process. Rather, the "substantial evidence" standard is applied in reconsideration proceedings to set aside a Commission decision, not in establishing costs for a mandate determination. (Gov. Code, § 17559, subd. (b).)

Even if there was a substantial evidence requirement, this burden was met. The five claimants alone alleged a total of more than $15 million in increased costs for 2014-2015.[1] (DPD, p. 38.) These costs, extrapolated out to all districts in the state greatly, exceed the $145 million identified as offsetting revenue.

The DPD also ignored results from the California Educational Technology Professionals Association ("CETPA") survey that found that the available funding was insufficient to meet the

---

[1] The DPD did not include Claimant Vallejo City Unified School District costs. (DPD, p. 38)

SBAC-related technology need for a significant number of school districts. That survey made the following findings:

> While the one-time Common Core funds (which are unclear for the near future) are helpful in the short term, they do not resolve the on-going demands associated with adequate staffing, staff training, equipment replacement, software purchase/licensing updating, broadband maintenance, and appropriate facilities - just to name a few. Too often the conversations regarding technology-readiness in schools focus on the "devices" without a fair consideration of the critically important role of staffing, maintenance, software, and planning that must take place in order to make those devices work as intended. (CETPA Comments filed March 13, 2015.)
>
> Notably, most districts and COEs spent more than half of this funding on professional development and instructional materials rather than technology. Finally, districts and COEs responded that the survey did not capture the extensive staffing and resources required for districts and COEs to be as ready as they were to administer the assessment and the negative impact (financial and otherwise). (CETPA Comments filed March 13, 2015.)

These survey results were further supported by comments submitted from Santa Cruz City Schools, Belmont Redwood Shores School District, Cupertino Union School District, Del Norte County Office of Education, Orange County Board of Education, San Lorenzo Valley Unified School District, Santa Rosa City Schools District, Tulare Joint Union School District and Visalia Unified School District, informing the Commission of the amount of costs incurred and/or the insufficient amount of funding they have been allocated to administer CAASPP.

This array of evidence is sufficient to demonstrate the inadequate funding provided to cover the cost of the mandated activities.

To further bolster the fact that the State has not provided school districts and county offices of education (COEs) with sufficient funding to cover the cost of the mandated activities, Claimants are including additional evidence. Attached to this comment are letters from 77 districts and COEs that detail the technology-related Smarter Balanced Assessment Consortium ("SBAC") costs they are estimated to have incurred 2013-14 and 2014-15.

As explained in the Appendix to this comment, Claimants used the information in these letters to calculate that it costs an average of at least $183 per test-taker to administer the SBAC. In contrast, the approximately $145 million that the DPD claims is provided by the State to administer the CAASPP (including the SBAC) provides no more than $44 per SBAC test-taker.[2]

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[2] This calculation is detailed in the Appendix as well.

In other words, the statewide funding identified represents less than 25% of the costs to be incurred by school districts, and probably less. This deficit should not come as a surprise given the differences in the SBAC as compared with the CSTs in mathematics and English Language Arts – the latter was administered via paper and pencil whereas the former is administered via a computing device required to be connected to the Internet.

Claimants anticipate that some may express concern regarding the accuracy of these estimates, even though no proof is likely to be offered to justify such concerns. Yet the magnitude of difference between the cost of the SBAC mandate and the money made available to fund the mandate is such that any inaccuracies that might exist would not be significant enough to undermine the conclusion that the State has provided insufficient funding for the SBAC mandate.

Additionally, although Claimants' estimated costs need not conform to any specific statutory standards, they are in conformity with the requirements of Government Code section 17518.5. The cost information is derived from a representative sample of eligible districts and COEs and the cost information was collected, analyzed, and presented by the California School Boards Association. (Gov. Code, § 17518.5, subd. (b).) The methodology uses a simple, cost-efficient survey to collect accurate information that accounts for the variation in costs among school districts and COEs. (*Id.*, subd. (c).) The methodology is based on approximations of local costs mandated by the State that averages costs over the course of the first two years of an on-going multiyear mandate. (*Id.*, subd. (d).)

2. <u>The test claim statutes and regulations require ongoing administration of a computer-based assessment.</u>

The DPD properly concluded that there was a mandate "inherent in the administration of the new CAASPP tests via computer." (DPD, p. 69.) As the DPD reasons, "[s]chool districts were not required under prior law to provide computers and adequate technology necessary to administer standardized assessments under the STAR program." (*Id.*, p. 70.) However, although the DPD cites to both statutes and regulations for this conclusion, it then limits – without clear explanation – the source of the mandated activities only to the language of section 853, subdivision (b), of title 5 of the California Code of Regulations ("5 CCR 853(b)"), which states that "[t]he primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine." To compound the problem, the DPD then asserts – this time, without any explanation – that "this requirement is a one-time requirement." (*Ibid.*)

The DPD also incorrectly found that the ongoing requirement is *solely* in section 857, subdivision (d), of title 5 of the California Code of Regulations ("5 CCR 857(d)"), which requires each district's or COE's CAASPP coordinator to "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractors." In reaching its conclusion, the DPD ignores the rule that "no regulation adopted is

valid or effective unless consistent and not in conflict with the statute and reasonably necessary to effectuate the purpose of the statute." (Gov. Code, § 11342.2; see also *California Teachers Ass'n v. California Comm'n on Teacher Credentialing*, (2003) 111 Cal.App.4th 1001, 1010-11) Thus, the DPD errs in two main ways. The first failure is the assertion that the requirement of a computer-based assessment lies exclusively in 5 CCR 853(b). The second is the claim that the ongoing duty to administer the computer-based assessment lies exclusively in 5 CCR 857(d).

A. The requirement to administer a computer-based assessment is not exclusively located in 5 CCR 853(b).

Education Code section 60640, subdivision (b),[3] in language added by the test claim statutes, requires the CAASPP to include "[a] consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11 that measures content standards adopted by the state board." This assessment is required to be a computer-based test:

- The test claim statutes added subdivision (b)(5)(D) of Section 60640, which requires the State Superintendent to "report and make recommendations to the state board . . . no sooner than one year after the first full administration of the consortium *computer-adaptive assessments* in English language arts and mathematics summative assessments in grades 3 to 8, inclusive, and grade 11."

- The test claim statutes added subdivision (e) of Section 60640, which requires that the State Superintendent to "make available a paper and pencil version of [the SBAC] for use by pupils who are unable to access the *computer-based version* of the assessment for a maximum of three years after a new operational test is first administered."

- The test claim statutes added new language to subdivision (f)(1) of Section 60640, which states that "[t]he testing period established by the state board shall take into consideration the need of local educational agencies to provide makeup days for pupils who were absent during testing, as well as the need to schedule testing on *electronic computing devices*."

- The test claim statutes added Section 60603, which defines a *computer-based assessment* or *test* and a *computer-adaptive assessment* or *test*.

- Finally, the test claim statutes added new language to Section 60611, which states that "[n]othing in this section prohibits the use of materials to familiarize pupils

[3] All subsequent references to "Section" or "Sections" shall be to the Education Code unless otherwise indicated.

> with item types or the *computer-based testing* environment used in the California Assessment of Student Performance and Progress."

In other words, while subdivision (b)(1) of Section 60640 did not use the word "computer," the phrase "[a] consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11 that measures content standards adopted by the state board" clearly requires a computer-based test.

The requirement to administer this computer-based assessment is first found in Section 60640, subdivision (f)(1), which requires each district and COE to "administer assessments to each of its pupils *pursuant to subdivision (b)*." When the test claim statutes amended this subdivision, they deleted the phrase "in grades 2 to 11, inclusive, the standards-based achievement test" (i.e., the STAR) and replaced it with the reference to the newly added subdivision (b). Thus, a proper reading of the changes to subdivision (f) by the test claim statutes is that they impose a new requirement for each district and COE to "administer [a consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11 that measures content standards adopted by the state board] to each of its pupils." Thus, contrary to the DPD, "the requirement to administer a statewide [computer-based] assessment pursuant to section 60640[, subdivision] (f) . . . *is* . . . different [than] under prior law." (DPD, p. 12 [emphasis added].)

Additionally, notwithstanding the DPD's conclusion to the contrary, the requirement to administer the computer-based assessment created in Section 60640, subdivision (b)(1) is also found in Section 60641, subdivision (a)(1), which specifies the time period in which the SBAC must be administered. Specifically, it requires districts and COEs to administer "the achievements tests provided for in Section 60640 . . . during the period prescribed in subdivision (b) of Section 60640." The DPD found that this sentence "is not mandatory or directory; rather, it refers to the time in which an activity will be conducted. . . . In any event, [districts and COEs] were required to administer the STAR tests under prior law . . . and therefore . . . it is not new." (DPD, p. 52.) Thus, despite recognizing that "a new and different test is required to be administered" under Section 60641, the DPD nonetheless concludes that "the activities and tasks associated with administering" a computer-based assessment "are no different" than administering the CSTs, a paper and pencil-based assessment. (*Id.*, p. 52) This reading of Section 60641 is incorrect.[4]

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[4] "The Smarter Balanced Summative Assessments which are delivered by computer consist of two sections: a computer-adaptive test and a Performance Task based on the Common Core State Standards for English language arts/literacy and mathematics. The computer-adaptive section includes a range of items types such as selected response, constructed response, table, fill-in, graphing, etc. The PT are extended activities that measure a student's ability to integrate knowledge and skills across multiple standards—a key component of college and career readiness." (See http://www.cde.ca.gov//ta/tg/ai/cefcaaspp.asp.)

Section 60641, subdivision (a) contains a list of "requirements" imposed on districts and COEs. Thus, read properly, subdivision (a)(1) imposes a requirement on districts and COEs to administer "the achievements tests provided for in Section 60640 . . . during the period prescribed in subdivision (b) of Section 60640." Moreover, the prior version of this subdivision referenced the "tests provided for in Section *60642.5*" (i.e., the STAR). The test claim statutes struck the reference to Section 60642.5 and replaced it with a reference to Section 60640. Thus, this new language clearly imposes a new requirement – *to administer* the SBAC (and not the CSTs in English and Mathematics) during the prescribed time period.

The DPD is also incorrect to assert that the "activities and tasks" required to administer a computer-based test "are no different" than those required to administer a paper and pencil-based assessment. The former requires expensive hardware and software as well as a connection to the internet along with significant training for teachers and students; the latter simply requires a #2 pencil, a test booklet, and an answer sheet to bubble in answers.

In sum, the test claim statutes, and not just 5 CCR 853(b), establish a new requirement: to administer a computer-based assessment. Indeed, the digest of AB 484, one of the test claim statutes, clearly states that the bill would replace "the California Standards Test and the augmented California Standards Tests in English language arts and mathematics with the . . . consortium computer-adaptive assessments in English language arts and mathematics."

B. The requirement to administer a computer-based assessment on an ongoing basis is not exclusively located in 5 CCR 857(d).

The sole justification for its erroneous conclusion that the ongoing duty to administer a computer-based assessment stems exclusively from 5 CCR 857(d) appears to be the use of the word "ongoing." In fact, if the DPD's conclusion is true, then there would be no ongoing duty to administer the SBAC without 5 CCR 857(d). As is demonstrated below, however, the opposite is true: while 5 CCR 857(d) certainly is *one* source of the ongoing requirement, it is not the only source.

Much of the same language that requires districts and COEs to administer a computer-based assessment also requires that it be administered annually – i.e., on an ongoing basis. For instance, as added by the test claim statutes, Section 60640, subdivision (b) begins with the phrase "*[c]ommencing* with the 2013-14 school year" before continuing on to state that "the CAASPP shall be composed of . . . [¶] A consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11 that measures content standards adopted by the state board." The word "commence" means to "begin" or "start."[5] Thus, read properly, the phrase "[c]ommencing with the 2013-14 school year" indicates the Legislature's

[5] See http://dictionary.reference.com/browse/commence, which defines "commence" as a verb to mean "to begin; start."

intent for the SBAC to be administered many times, with the first administration in 2013-14. "In interpreting a statute to determine legislative intent, a court looks first to the words of the statute and gives them their usual and ordinary meaning." (*Home Depot, U.S.A., Inc. v. Contractors' State License Bd.* (1996) 41 Cal. App. 4th 1592, 1600.) Moreover, the Legislature did not write subdivision (b) to say, for example, "*for* the 2013-14 school year" – which would have implied a one-time occurrence, nor is there any evidence CDE's interpretation of the test claim statutes would be so limited.

As detailed previously, Section 60640, subdivision (f) requires districts and COEs, to "administer assessments to each of its pupils *pursuant to subdivision (b)*." Thus, subdivision (f) is properly read to require districts and COEs, to "administer assessments [commencing with the 2013-14 school year] to each of its pupils." Additionally, Section 60641, subdivision (a)(1), which the test claim statutes amended to impose a requirement on districts and COEs to administer "the achievements tests *provided for in Section 60640*, must be read similarly.

Finally, there is language in at least three other statutes that directly support the conclusion that the test claim statutes themselves impose an ongoing requirement to administer the SBAC.

- The test claim statutes added subdivision (e) to Section 60640, which requires the State Superintendent to "make available a paper and pencil version of [the SBAC] for use by pupils who are unable to access the computer-based version of the assessment *for a maximum of three years after a new operational test is first administered*."

- The test claim statutes added Section 60648.5, including subdivision (a), which states that "[t]he *first* full administration of [the SBAC] shall occur in the 2014-15 school year."

- The test claim statutes added Section 60649, including subdivision (a), which directs the California Department of Education ("CDE") to provide for ongoing evaluation of the SBAC in order to "support[] the *continuous* improvement of the" SBAC, and subdivision (b), which requires CDE, starting with "the school year in which the *first* full administration of the [SBAC] occurs, and *every three years thereafter*," to "contract for a . . . independent evaluation of the [SBAC]," which "shall include interim annual reports."

In summary, the aforementioned statutory language, added by the test claim statutes, makes it clear that they too impose an ongoing duty to administer a computer-based assessment as part of the CAASPP. Again, this is exactly what the digest of AB 484 states: "This bill would, *commencing with the 2014-15 school year* . . . , authorize the replacement of the California Standards Test and the augmented California Standards Tests in English language arts and

mathematics with the . . . consortium computer-adaptive assessments in English language arts and mathematics."

3. Claimants did not need to include the alleged emergency regulations as amended by Register 2014, No. 6.

The DPD states that "Code of Regulations, title 5, section 850-864 . . . were most recently amended prior to the test claim regulations by Register 2014, No. 6, which was transmitted to the Office of Administrative Law (OAL) as an emergency regulation action, with an effective date of February 3, 2014, set to expire on August 5, 2014. Before the expiration of those February regulations, SBE re-filed sections 850-864 as an emergency regulation action, effective July 23, 2014, and set to expire on October 22, 2014. Those July regulations were designated Register 2014, No. 30. A certificate of compliance, along with additional amendments to the July emergency regulations was filed with OAL on July 16, 2014, and designed Register 2014, No. 35." (DPD, p. 58 [footnotes and emphasis omitted.].)

The DPD focused on the fact that the emergency regulations found in Register 2014, No. 30 ("No. 30 regulations") were the same as those found in Register 2014, No. 6 ("No. 6 regulations). Thus, the DPD concluded that the only potential new requirements from the test claim regulations were the amendments found in the permanent regulations in Register 2014, No. 35 ("No. 35 regulations") because none of the requirements found in No. 30 regulations were new. This conclusion is wrong.

The certificate of compliance references the No. 30 regulations. Thus, the No. 6 temporary regulations were never effective because they were repealed by operation of law.[6] In fact, CDE's CAASPP webpage states that "California Code of Regulations that regulate the CAASPP System, including, but not limited to, definitions, testing windows, administration requirements, and data elements . . . were adopted by the State Board of Education, July 9, 2014, and became effective August 28, 2014."[7]

Government Code section 11346.1, subdivision (h), allows for the "readoption" of emergency regulations for 90 days as long as the State Board of Education "made substantial progress and proceeded with diligence to comply with" the requirements of Government Code sections 11346.2-11347.3, which the State Board of Education failed to do. Thus, the only effective emergency regulations were the No. 30 emergency regulations.

If the Commission does find that the No. 6 regulations were effective, then it should conclude they were only applied to the *field test*. It was the Nos. 30 and 35 regulations that were permanent and that applied to the full SBAC.

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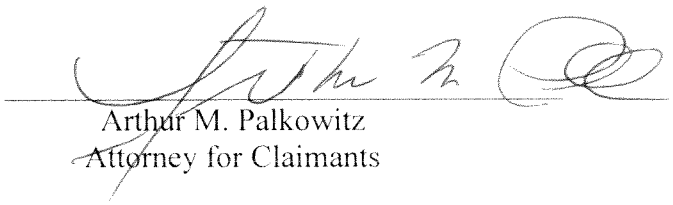
[6] See http://www.oal.ca.gov/Recent_Actions_Taken_on_Emergency_Regulations.htm.
[7] See http://www.cde.ca.gov/ta/tg/ca/.

Conclusion

Claimants have produced compelling evidence that the State did not appropriate adequate revenues to fund the cost of the mandated activities. Claimants have further demonstrated that the test claim statutes and regulations impose (i) a mandate to administer the SBAC (ii) on an ongoing basis. Finally, Claimants have shown that the DPD improperly excluded all the substantive requirements found in section 850-864 of title 5 of the California Code of Regulations.

I declare by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge, or information and belief.



Arthur M. Palkowitz
Attorney for Claimants

Appendix for CAASPP (TC-14-01)

This Appendix contains three parts: Part A summarizes the technology-related cost information for each of the 77 districts or COEs that submitted letters to the Commission that follow this Appendix; Part B explains how Claimants' estimate that the annual technology-related SBAC cost per test-taker is $183; and Part C describes how Claimants' estimate that the State is providing no more than $44 per SBAC test-taker.

A. Summary of the technology-related SBAC cost information for each of the 77 districts and COEs that submitted letters to the Commission that follow this Appendix.

District/COE	2013-14 Enrollment in Grades 3-8 and Grade 11	2 Year (act. 2013-14 + est. 2014-15) Technology-Related SBAC Costs			Est. Annual Tech-Related SBAC Cost/ Test-Taker
		Non-Staffing Cost	Staffing Cost	Avg. Annual Total Cost	
1) Acton-Agua Dulce Unified SD	1,185	$355,000	$90,000	$222,500	$188
2) Anaheim City SD	10,746	$7,593,489	$552,668	$4,073,078	$379
3) Anaheim Union High SD	15,759	$2,615,176	$981,268	$1,798,222	$114
4) Antioch Unified SD	9,824	$6,396,113	$60,000	$3,228,057	$329
5) Baldwin Park Unified SD	8,899	$9,367	$8,140	$8,754	$1
6) Bassett Unified SD	2,220	$1,605,160	$684,412	$1,144,786	$516
7) Bellflower Unified SD	7,095	$842,036	$144,818	$493,427	$70
8) Belmont-Redwood Shores Elementary SD	2,376	$311,467	$0	$155,733	$66
9) Bonita Unified SD	5,177	$2,114,912	$408,531	$1,261,722	$244
10) Buena Park Elementary SD	3,397	$333,600	$11,102	$172,351	$51
11) Burbank Unified SD	8,431	$1,983,175	$71,230	$1,027,203	$122
12) Butte County Office of Education	559	$43,806	$35,903	$39,855	$71
13) Capistrano Unified SD	29,476	$5,442,468	$16,428	$2,729,448	$93
14) Castaic Union SD	1,831	$295,197	$31,985	$163,591	$89
15) Central Union High SD	920	$98,345	$0	$49,173	$53
16) Centralia Elementary SD	2,589	$2,050,000	$500,000	$1,275,000	$492
17) Clovis Unified SD	21,743	$14,652,127	$2,388,111	$8,520,119	$392

District/COE	2013-14 Enrollment in Grades 3-8 and Grade 11	2 Year (act. 2013-14 + est. 2014-15) Technology-Related SBAC Costs			Est. Annual Tech-Related SBAC Cost/ Test-Taker
		Non-Staffing Cost	Staffing Cost	Avg. Annual Total Cost	
18) Culver City Unified SD	3,551	$302,172	$0	$151,086	$43
19) Durham Unified SD	521	$74,310	$6,000	$40,155	$77
20) El Centro Elementary SD	3,983	$497,780	$0	$248,890	$62
21) Elk Grove Unified SD	33,658	$6,560,335	$1,500,000	$4,030,168	$120
22) Fountain Valley Elementary SD	4,425	$597,700	$7,128	$302,414	$68
23) Fresno County Office of Education	918	$268,127	$120,606	$194,367	$212
24) Fresno Unified SD	38,060	$8,235,000	$1,047,000	$4,641,000	$122
25) Fullerton Joint Union High SD	3,581	$1,084,398	$1,422,474	$1,253,436	$350
26) Garden Grove Unified SD	25,621	$3,299,907	$23,832	$1,661,869	$65
27) Glendale Unified SD	13,666	$1,846,693	$13,975	$930,334	$68
28) Glendora Unified SD	4,126	$330,754	$120,000	$225,377	$55
29) Golden Feather Union Elementary SD	88	$14,000	$4,500	$9,250	$105
30) Grossmont Union High SD	5,485	$1,983,573	$177,600	$1,080,587	$197
31) Hacienda La Puente Unified SD	10,672	$2,978,116	$869,726	$1,923,921	$180
32) Hawthorne SD	5,539	$1,121,458	$151,620	$636,539	$115
33) Heber Elementary SD	808	$196,000	$2,398	$99,199	$123
34) Holtville Unified SD	833	$358,155	$75,111	$216,633	$260
35) Huntington Beach Union High SD	4,102	$2,056,388	$168,395	$1,112,392	$271
36) Imperial County Office of Education	199	$114,900	$10,000	$62,450	$314
37) Keppel Union Elementary SD	1,821	$517,336	$55,760	$286,548	$157
38) Lennox SD	4,293	$2,852,000	$100,000	$1,476,000	$344
39) Lindsay Unified SD	2,224	$2,088,341	$0	$1,044,171	$470
40) Live Oak Unified SD	920	$281,876	$3,441	$142,659	$155
41) Los Alamitos Unified SD	5,192	$6,036,838	$47,304	$3,042,071	$586
42) Los Angeles Unified SD	339,488	$49,939,300	$3,000,000	$26,469,650	$78
43) McCabe Union Elementary SD	900	$175,912	$0	$87,956	$98

District/COE	2013-14 Enrollment in Grades 3-8 and Grade 11	2 Year (act. 2013-14 + est. 2014-15) Technology-Related SBAC Costs			Est. Annual Tech-Related SBAC Cost/ Test-Taker
		Non-Staffing Cost	Staffing Cost	Avg. Annual Total Cost	
44) Meadows Union Elementary SD	325	$64,994	$0	$32,497	$100
45) Merced County Office of Education	566	$36,242	$31,000	$33,621	$59
46) Monrovia Unified SD	3,135	$830,976	$81,011	$455,993	$145
47) Moreno Valley Unified SD	18,627	$3,225,857	$50,756	$1,638,306	$88
48) Mountain View Elementary SD	4,822	$274,200	$247,869	$261,035	$54
49) Mulberry Elementary SD	57	$2,557	$0	$1,279	$22
50) Newark Unified SD	3,352	$999,402	$9,000	$504,201	$150
51) Newhall SD	3,950	$3,416,742	$572,422	$1,994,582	$505
52) Newport-Mesa Unified SD	11,648	$897,892	$9,000	$453,446	$39
53) Oakland Unified SD	25,187	$9,900,000	$435,040	$5,167,520	$205
54) Orange Unified SD	15,780	$8,552,354	$26,100	$4,289,227	$272
55) Oroville City Elementary SD	1,661	$25,761	$0	$12,881	$8
56) Oroville Union High SD	575	$316,092	$0	$158,046	$275
57) Palmdale Elementary SD	13,726	$4,421,446	$153,426	$2,287,436	$167
58) Palos Verdes Peninsula Unified SD	6,276	$1,392,803	$44,000	$718,402	$114
59) Placentia-Yorba Linda Unified SD	13,729	$2,633,246	$206,411	$1,419,829	$103
60) Rosemead Elementary SD	1,922	$29,205	$0	$14,603	$8
61) Sacramento City Unified SD	25,037	$18,070,409	$241,539	$9,155,974	$366
62) San Benito County Office of Education	54	$30,522	$0	$15,261	$283
63) San Francisco Unified SD	30,203	$5,567,570	$1,707,781	$3,637,676	$120
64) San Gabriel Unified SD	3,139	$422,316	$353,299	$387,808	$124
65) Santa Monica-Malibu Unified SD	5,971	$9,538,967	$194,122	$4,866,545	$815
66) Santa Rosa City Schools	7,996	$453,663	$59,050	$256,356	$32
67) Saugus Union SD	5,940	$1,482,431	$157,400	$819,916	$138
68) Savanna Elementary SD	1,347	$312,699	$96,623	$204,661	$152
69) Seeley Union Elementary SD	210	$22,926	$100,611	$61,769	$294

District/COE	2013-14 Enrollment in Grades 3-8 and Grade 11	2 Year (act. 2013-14 + est. 2014-15) Technology-Related SBAC Costs			Est. Annual Tech-Related SBAC Cost/ Test-Taker
		Non-Staffing Cost	Staffing Cost	Avg. Annual Total Cost	
70) South Whittier Elementary SD	2,189	$159,682	$15,000	$87,341	$40
71) Tulelake Basin Joint Unified SD	248	$110,061	$735	$55,398	$223
72) Tustin Unified SD	13,101	$8,671,564	$259,000	$4,465,282	$341
73) Valle Lindo Elementary SD	793	$283,606	$15,711	$149,659	$189
74) West Covina Unified SD	7,915	$1,697,000	$65,000	$881,000	$111
75) Westside Elementary SD	6,048	$2,094,771	$6,574	$1,050,673	$174
76) Whittier Union High SD	3,303	$2,710,182	$800	$1,355,491	$410
77) Yuba City Unified SD	7,246	$501,100	$39,946	$270,523	$37
				TOTAL SAMPLE AVERAGE:	$183
Column:	*(A)*	*(B)*	*(C)*	*(D)*	*(E)*
Source/Calculation:	*www.ed-data.org*	*District/COE*	*District/COE*	*[(B) + (C)]/2*	*(D)/(A)*

B. Explanation of how Claimants' estimate that the annual technology-related SBAC cost per test-taker is $183.

The first step in explaining how Claimants' estimate that the annual technology-related SBAC cost per test-taker is $183 is to understand each column in the above chart.

- *Column (A)*: This column includes the total enrollment for grades 3-8 and grade 11 for 2013-14 for each district or COE. The source of this data is www.ed-data.org, which gets its data from the California Department of Education.

- *Column (B)*: This column is the total technology-related SBAC non-staffing costs for 2013-14 and 2014-15. This includes costs for devices (e.g., SBAC-compliant tablets, laptops, carts, PCs, IPads, MacBooks, Chromebooks, etc.) for administrators, teachers, staff, and students; other hardware (e.g., computer and tablet peripherals such as ear buds, mice keyboards, etc.) for administrators, teachers, staff, and students; software (e.g., operating systems, testing software, scheduling software, etc.); bandwidth infrastructure and equipment (e.g., hardware and software to meet district connectivity and Internet speed requirements); and other miscellaneous items necessary to administer the SBAC (e.g., asset tags, packing supplies, testing furniture, etc.). The costs for both years are based on data available at the time of submission. The source of this data is self-

reported by the district or COE and can be found in the letters submitted to the Commission from 77 districts and COEs that follow this Appendix.

- *Column (C)*: This column is the total technology-related SBAC staffing costs for 2013-14 and 2014-15. This includes costs for staff training (e.g., training administrators, teachers, and staff to use the devices, hardware, and software and/or to help students use the devices, hardware, and software); and new staff (e.g., hiring additional employees or consultants to set up the devices, hardware, and software). The costs for both years are based on data available at the time of submission. The source of this data is self-reported by the district or COE and can be found in the letters submitted to the Commission from 77 districts and COEs that follow this Appendix.

- *Column (D)*: This column is the annual average (mean) of each district or COE's total technology-related SBAC costs (i.e., the non-staffing costs and the staffing costs). The calculation is the sum of columns (B) and (C) divided by 2.

- *Column (E)*: This column is the estimated average (mean) annual technology-related SBAC cost per test-taker for each district or COE. The calculation is column (D) divided by column (A).

The Total Sample Average is calculated by taking the average (mean) of all the average of the numbers in column (E). This results in a reasonable estimate of the average statewide technology-related SBAC cost per test-taker. First, there is no easily accessible data source that provides for the exact number of SBAC test-takers. However, as Education Code section 60640 provides that the SBAC shall be administered to students in grades 3-8 and grade 11, a reasonable approximation of the number of SBAC test-takers is the number of students in grades 3-8 and in grade 11.[1] It should be noted that this is an overestimate of the number of actual test-takers given that (i) the 2013-14 SBAC was only a field test and (ii) not all students enrolled in grades 3-8 and grade 11 actually took the test even in 2014-15.

Second, the self-reported technology-related SBAC costs from each district and COE is likely underestimated: (i) districts and COEs did not have sufficient time to properly catalogue all relevant SBAC expenses; (ii) districts and COEs will need to upgrade their devices, equipment, and software and then retrain staff on the upgraded devices, equipment, and software in order to continue to properly administer the SBAC in the future; and (iii) the costs from 2013-14 were from the field test year rather than a year in which the SBAC was fully administered – two years of full testing would likely be more expensive.

[1] Enrollment data is not available for 2014-15 so enrollment data from 2013-14 is used. Using average (mean) enrollment for 2012-13 and 2013-14, which are the last two years of available data, does not give a significantly different result.

The average statewide technology-related SBAC cost per test-taker is calculated by dividing the SBAC technology-related cost for a district or COE by the number of test-takers. Thus, since the numerator is an underestimate and the denominator is an overestimate, the Total Sample Average is an underestimate of the average statewide technology-related SBAC cost per test-taker.

C. Description of how Claimants' estimate that the State is providing no more than $44 per SBAC test-taker.

The DPD asserts that the State has allocated $145 million to districts and COEs to administer the CAASPP, including the SBAC. Just as enrollment in grades 3-8 and grade 11 can be used to estimate the number of SBAC test-takers in each district, it can also be used to estimate the number of SBAC test-takers throughout California. Using the same data source (www.ed-data.org), enrollment in California in grades 3-8 and grade 11 is 3,292,006. Dividing $145 million by 3,292,006 results in approximately $44, which is the estimated amount of funding per SBAC test provided to districts and COEs by an allocation of $145 million. As noted in the comment, $44 represents less than 25% of the costs to be incurred by school districts.[2] This number is actually an overestimate of the amount of funding per SBAC test provided to districts and COEs because it is intended to cover the entire cost of administering the CAASPP, not just the cost of administering the SBAC.

[2] This ratio would not be significantly different if ADA rather than enrollment was used to approximate the number of test-takers.

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Acton-Agua Dulce Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $355,000 in non-staffing costs (e.g., hardware and software) and $90,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: June 18, 2015

Print Name: Dr. Steve Budhraja

Chief Financial Officer

Title/Position: _____

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Anaheim City School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $7,593,489 in non-staffing costs (e.g., hardware and software) and $552,668 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: June 18, 2015

Print Name: Dr. Linda Wagner

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Anaheim Union High School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,615,176 in non-staffing costs (e.g., hardware and software) and $981,268 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: X Dianne Poore Date: 6/18/2015

Print Name: Dianne Poore

Title/Position: Assistant Superintendent - Business

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Antioch Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $6,396,113 in non-staffing costs (e.g., hardware and software) and $60,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6-18-15

Print Name: Timothy R Forrester

Title/Position: Associate Superintendent of Business and Operations

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Baldwin Park Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $9,367 in non-staffing costs (e.g., hardware and software) and $8,140 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: June 18, 2015

Print Name: Shirley Chang

Title/Position: Chief Business Officer/Sr. Director of Fiscal Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Bassett Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,605,160 in non-staffing costs (e.g., hardware and software) and $684,412 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/15

Print Name: Jose Arturo Sanchez Macias

Title/Position: Chief Business Official

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Bellflower Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $842,036 in non-staffing costs (e.g., hardware and software) and $144,818 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6-18-15

Print Name: Brian Jacobs

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Belmont-Redwood Shores Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $311,467 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/30/2015

Print Name: Michael Milliken

Title/Position: Superintendent, Belmont-Redwood Shores

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Bonita Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,114,912 in non-staffing costs (e.g., hardware and software) and $408,531 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Ann Sparks Date: 6-18-15

Print Name: Ann Sparks

Title/Position: Asst Supt Business

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Buena Park Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $333,600 in non-staffing costs (e.g., hardware and software) and $11,102 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 7/10/15

Print Name: Ramon Miramontes

Title/Position: Assistant Superintendent Educational Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Burbank Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,983,175 in non-staffing costs (e.g., hardware and software) and $71,230 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Sharon Cuseo Date: 6.18.15

Print Name: Sharon Cuseo

Title/Position: Assistant Superintendent
Curriculum and Assessment

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Butte County Office of Education ("COE") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The COE supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "absent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the COE has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the COE estimates that its technology-related SBAC expenditures totaled $43,806 in non-staffing costs (e.g., hardware and software) and $35,903 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The COE collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the COE's technology-related SBAC expenditures.

The COE emphasizes that its expenditures totals are only estimates of the actual combined cost that the COE incurred for 2013-14 and 2014-15. Moreover, the COE submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the COE did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6·18·15

Print Name: Tad Alexander

Title/Position: Asst. Supt. Admn.

CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9200/FAX: 248-9563 www.capousd.org

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KIRSTEN M. VITAL

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Capistrano Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $5,442,468 in non-staffing costs (e.g., hardware and software) and $16,428 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Philippa Geiger Date: 6/18/15

Print Name: PHILIPPA GEIGER

Title/Position: EXECUTIVE DIRECTOR, FISCAL SERVICES

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Castaic Union School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $295,197 in non-staffing costs (e.g., hardware and software) and $31,985 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Makon Date: 6/18/15

Print Name: Janene Makon

Title/Position: Interim Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Central Union High School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $98,345 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 7/14/15

Print Name: ARNOLD PRECIADO

Title/Position: ASST. SUPT. BUSINESS SERVICES.

Centralia School District

6625 La Palma Avenue • Buena Park, CA • 90620-2899 • (714) 228-3100 • District FAX (714) 228-3111

www.cesd.us

June 19, 2015

Commission on State Mandates
960 Ninth St., Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01
California Assessment of Student Performance and Progress

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Centralia School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,050,000 in non-staffing costs (e.g., hardware and software) and $500,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

Board of Trustees: Henry Charoen • Steve Harris • Art Montez • Dennis Salts • Connor Traut
District Superintendent: Diane Scheerhorn, Ph.D.

Centralia School District

6625 La Palma Avenue • Buena Park, CA • 90620-2899 • (714) 228-3100 • District FAX (714) 228-3111

www.cesd.us

Comment on Test Claim 14-TC-01
California Assessment of Student Performance and Progress
Continued

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Mark A Schiel Date: 06/18/15

Print Name: Mark A. Schiel

Title/Position: Assistant Superintendent of Business Services

cwn/test claim

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District Superintendent: Diane Scheerhorn, Ph.D.

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Associate Superintendent

June 18, 2015

Commission on State Mandates
960 Ninth Street
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Clovis Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $14,652,127 in non-staffing costs (e.g., hardware and software) and $2,388,111 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Janet Young Date: June 18, 2015

Print Name: Janet Young, Ed.D.

Title/Position: Superintendent, Clovis Unified School District

"Lifelong learning...
filling the future with options"

Culver City Unified School District

Administration Building 4034 Irving Place Culver City, CA 90232-2810
(310) 842-4220

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Culver City Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $302,172 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 7/1/15

Print Name: Mike Reynolds

Title/Position: Assistant Superintendent

BOARD OF EDUCATION
Ms. Laura Chardiet Ms. Nancy Goldberg Dr. Steven M. Levin Ms. Katherine Paspalis Ms. Susanne Robins Mr. David LaRose, Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Durham Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $74,310 in non-staffing costs (e.g., hardware and software) and $6,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Ron Sherrod Date: 6-19-15

Print Name: Ron Sherrod

Title/Position: CBO

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of El Centro Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $497,780 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Carla Arguilez Date: 7/15/2015

Print Name: Carla Arguilez

Title/Position: Director of Fiscal Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Elk Grove Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, absent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $6,560,335 in non-staffing costs (e.g., hardware and software) and $1,500,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Rich Fagan Date: 6/18/15

Print Name: RICH FAGAN

Title/Position: ASSOCIATE SUPERINTENDENT OF FINANCE

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Fountain Valley Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $597,700 in non-staffing costs (e.g., hardware and software) and $7,128 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/15

Print Name: Christine Fullerton

Title/Position: Assistant Superintendent Business

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of the Fresno County Office of Education ("FCOE") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The FCOE supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the FCOE has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the FCOE estimates that its technology-related SBAC expenditures totaled $268,127 in non-staffing costs (e.g., hardware and software) and $120,606 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The FCOE collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the FCOE's technology-related SBAC expenditures.

The FCOE emphasizes that its expenditures totals are only estimates of the actual combined cost that the FCOE incurred for 2013-14 and 2014-15. Moreover, the FCOE submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the FFCOE did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 06/18/15

Print Name: Jim A. Yovino

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Fresno Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $8,235,000 in non-staffing costs (e.g., hardware and software) and $1,047,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6-19-15

Print Name: Kurt Madden

Title/Position: Chief Technology Officere

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 West Bastanchury Road • Fullerton, California 92833-2247
(714)870-2810
FAX (714)870-2835
www.fjuhsd.k12.ca.us
Business Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Fullerton Joint Union High School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,084,398 in non-staffing costs (e.g., hardware and software) and $1,422,474 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: *June 18, 2015*

Print Name: *David Bennett*

Title/Position: *Director of Business Services*

GARDEN GROVE UNIFIED SCHOOL DISTRICT

10331 STANFORD AVENUE
GARDEN GROVE, CALIFORNIA 92840-6353
(714) 663-6000 Fax: (714) 663-6100

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Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Garden Grove Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $3,299,907 in non-staffing costs (e.g., hardware and software) and $ $23,832 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: June 18, 2015

Print Name: Rick Nakano

Title/Position: Assistant Superintendent, Business Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Glendale Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,846,693 in non-staffing costs (e.g., hardware and software) and $13,975 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Robert McEntire Date: 6/18/15

Print Name: Robert McEntire

Chief Business & Financial Officer

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Glendora Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $330,754 in non-staffing costs (e.g., hardware and software) and $120,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: John Ziegenhohn Date: June 23, 2015

Print Name: John Ziegenhohn

Title/Position: Fiscal Director

Commission on State Mandates
960 Ninth St. Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Golden Feather Union Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $14,000 in non-staffing costs (e.g., hardware and software) and $4,500 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Gregory Blake Date: 7/14/15
Print Name: Gregory Blake
Title/Position: Superintendent

COMMITTED TO EXCELLENCE
SINCE 1920

• GOVERNING BOARD MEMBERS

JIM KELLY
PRISCILLA SCHREIBER
ROBERT SHIELD
JIM STIERINGER
DR. GARY C. WOODS

• SUPERINTENDENT

RALF SWENSON

June 18, 2015
Refer to: RS2015-61

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Grossmont Union High School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,983,573 in non-staffing costs (e.g., hardware and software) and $177,600 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

POST OFFICE BOX 1043 LA MESA, CALIFORNIA 91944-1043 www.guhsd.net
TELEPHONE (619) 644-8000 FAX (619) 465-1349

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/15

Print Name: Ralf Swenson

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Hacienda La Puente Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,978,116 in non-staffing costs (e.g., hardware and software) and $869,726 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/2015

Print Name: Sonia Eckley

Title/Position: Director of Fiscal Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Hawthorne School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,121,458 in non-staffing costs (e.g., hardware and software) and $151,620 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Helen E. Morgan Date: June 18, 2015

Print Name: Helen E. Morgan, Ed.D.

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Heber Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $196,000 in non-staffing costs (e.g., hardware and software) and $2,398 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/15

Print Name: CAROLINA VALENZUELA

Title/Position: Director of Fiscal Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Holtville Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $358,155 in non-staffing costs (e.g., hardware and software) and $75,111 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: John-Paul Wells Date: 6/18/15

Print Name: John-Paul Wells

Title/Position: Assistant Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Huntington Beach Union High School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,056,388 in non-staffing costs (e.g., hardware and software) and $168,395 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/2015

Print Name: Owen Crosby

Title/Position: Assistant Superintendent, Educational Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Imperial County Office of Education ("COE") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The COE supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the COE has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the COE estimates that its technology-related SBAC expenditures totaled $114,900 in non-staffing costs (e.g., hardware and software) and $10,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The COE collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the COE's technology-related SBAC expenditures.

The COE emphasizes that its expenditures totals are only estimates of the actual combined cost that the COE incurred for 2013-14 and 2014-15. Moreover, the COE submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the COE did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/15

Print Name: Monalisa Vitela

Title/Position: Senior Director, ICOE Alternative Education

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Keppel Union Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $517,336 in non-staffing costs (e.g., hardware and software) and $55,760 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: June 19, 2015

Print Name, Position: Linette Hodson, Assistant Superintendent Business Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Lennox School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,852,000 in non-staffing costs (e.g., hardware and software) and $100,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/15

Print Name: Kevin Franklin

Title/Position: Senior Director of Fiscal Services

Board Members:
Vahnn Blue
Jean Miller
Perla Soria
Alex Flores
Robert Hurtado

Superintendent:
Thomas L. Rooney

LINDSAY UNIFIED
SCHOOL DISTRICT

"Empowering and Motivating for Today and Tomorrow"
A National Race to the Top District

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Lindsay Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,088,341 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: July 7, 2015

Print Name: Grant Schimelpfening

Title/Position: Chief Business Official

371 E. Hermosa Lindsay, CA 93247 ◆ Phone (559) 562-5111 ◆ Fax (559) 562-4637 ◆ www.lindsay.k12.ca.us

Superintendent's Office
Mathew Gulbrandsen
2201 Pennington Road
Live Oak, CA 95953
(530) 695-5400
FAX (530) 695-5403

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Unified School District

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Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

June 19, 2015

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Live Oak Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $281,876 in non-staffing costs (e.g., hardware and software) and $3,441 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Christopher Peters
Chief Financial Officer

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Los Alamitos Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $6,036,838 in non-staffing costs (e.g., hardware and software) and $47,304 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Patricia L. Meyer Date: 6/19/15

Print Name: Patricia L. Meyer

Title/Position: Deputy Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Los Angeles Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $49,939,300 in non-staffing costs (e.g., hardware and software) and $3,000,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Cynthia Lim Date: 6-18-15

Print Name: CYNTHIA LIM

Title/Position: Executive Director, Data & Accountability
Los Angeles Unified School District

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of McCabe Union Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $175,912 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 7/14/15

Print Name: ARLYN ATAGERO

Title/Position: ASST. SUPERINTENDENT

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Meadows Union Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $64,994 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Sue Anderson Date: 7/16/15

Print Name: Sue Anderson

Title/Position: Business Manager

Merced County Office of Education

Steven E. Gomes, Ed.D., Superintendent

Equal Opportunity Employer

July 1, 2015

Commission on State Mandates
960 Ninth Street Suite 300
Sacramento, CA 95814

Dear Members of the Commission on State Mandates:

COMMENT ON TEST CLAIM 14-TC-01 (CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS)

This written comment is submitted on behalf of Merced County Office of Education ("COE") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The COE supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the COE has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the COE estimates that its technology-related SBAC expenditures totaled $36,242 in non-staffing costs (e.g., hardware and software) and $31,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The COE collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the COE's technology-related SBAC expenditures.

The COE emphasizes that its expenditures totals are only estimates of the actual combined cost that the COE incurred for 2013-14 and 2014-15. Moreover, the COE submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the COE did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

STEVEN E. GOMES, Ed.D.
Superintendent of Schools

KATHERINE FUNDUKIAN THOROSSIAN
Superintendent

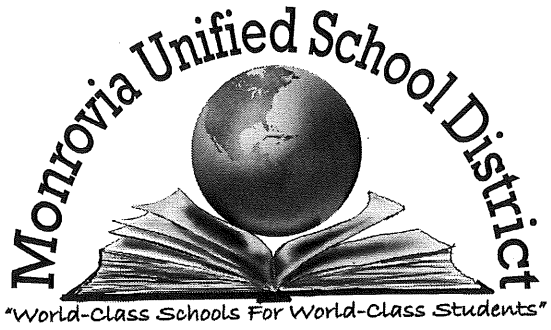
DARVIN JACKSON
Assistant Superintendent, Human Resources

SUE KAISER
Assistant Superintendent, Educational Services

CONNIE WU
Chief Business Officer

JASON BUCHANAN
Chief Technology Officer

KRISTIN K. MARICONDA
Administrative Assistant



325 East Huntington Drive, Monrovia, California 91016 * 626/471-2010 * FAX 626/471-2077

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Monrovia Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $830,705 in non-staffing costs (e.g., hardware and software) and $81,031 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included

examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: June 26, 2015

Print Name: Connie Wu

Position: Chief Business Officer

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Moreno Valley Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $3,225,857 in non-staffing costs (e.g., hardware and software) and $50,756 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6-17-15

Print Name: Martinrex Kedziora, Ed.D.

Title/Position: Chief Academic Officer

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Mountain View Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $274,200 in non-staffing costs (e.g., hardware and software) and $247,869 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 06/18/15

Print Name: Lillian Maldonado French

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Mulberry Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,557 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Chelsey Galindo Date: 7/16/15
Print Name: Chelsey Galindo
Title/Position: Superintendent/Principal

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Newark Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $999,402 in non-staffing costs (e.g., hardware and software) and $9,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: David J. Marken Date: 7/13/15
Print Name: DAVID J. MARKEN
Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Newhall School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $3,416,742 in non-staffing costs (e.g., hardware and software) and $572,422 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Ronna Wolcott Date: 6/18/15

Print Name: Ronna Wolcott

Title/Position: Assistant Superintendent, Business Services

NEWPORT-MESA Unified School District

2985 Bear Street • Costa Mesa • California 92626 • (714) 424-5000

BOARD OF EDUCATION

Dana Black • Walt Davenport • Martha Fluor

Judy Franco • Charlene Metoyer • Vicki Snell • Karen Yelsey

Frederick Navarro, Ed.D., Superintendent

June 18, 2015

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Newport-Mesa Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its

technology-related SBAC expenditures totaled $897,892 in non-staffing costs (e.g., hardware and software) and $9,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6-18-2015

Print Name: Paul Reed

Title/Position: Deputy Superintendent/CBO

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Oakland Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $9,900,000 in non-staffing costs (e.g., hardware and software) and $435,040 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Jean Y. Wing Date: 6/22/15

Print Name: Jean Y. Wing

Executive Director, Research, Assessment & Data

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Orange Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $8,552,354 in non-staffing costs (e.g., hardware and software) and $26,100 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: M Chris Jensen Date: 6-19-15

Print Name: Michael Christensen

Title/Position: Superintendent of Schools

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Oroville City Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $25,761 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 7-1-2015

Print Name: Andrew James

Title/Position: Assistant Superintendent, Business

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Oroville Union High School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $316,092 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Susan Watts Date: 7/10/15

Print Name: Susan Watts

Title/Position: Assistant Superintendent of Business

Palmdale School District
Launching a lifetime of learning

Teresa A. Santamaria
Business & Administrative Services
39139 10th Street East
Palmdale, CA 93550
661-947-7191 Ext. 7244
661-537-6152 Fax
www.palmdalesd.org

June 18, 2015

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Palmdale Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $4,421,446 in non-staffing costs (e.g., hardware and software) and $153,426 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Sincerely,

Teresa A. Santamaria
Chief Business Officer

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Palos Verdes Peninsula Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,392,803 in non-staffing costs (e.g., hardware and software) and $44,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: X _____ Date: 6/19/15

Print Name: Donald B. Austin, Ed.D.

Title/Position: Superintendent of Schools

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Placentia-Yorba Linda Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,633,246 in non-staffing costs (e.g., hardware and software) and $206,411 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

[name]
[title] Dir. of Assessment

6/17/15
Date

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Rosemead Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $29,205 in non-staffing costs (e.g., hardware and software). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: A. Gaeta Date: 7/1/15

Print Name: Alex Gaeta

Title/Position: Network Administrator

Sacramento City Unified School District

BUSINESS SERVICES
5735 47th Avenue● Sacramento, CA 95824
(916) 643-9055
Gerardo Castillo, CPA
Chief Business Officer

BOARD OF EDUCATION

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Asami Saito
Student Board Member

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Sacramento City Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no reimbursable mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $18,070,409 in non-staffing costs (e.g., hardware and software) and $241,539 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Date:

Print Name: Gerardo Castillo, CPA
Title/Position: Chief Business Officer

6/19/15

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of San Benito County Office of Education ("COE") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The COE supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the COE has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the COE estimates that its technology-related SBAC expenditures totaled $30,522 in non-staffing costs (e.g., hardware and software) and $0 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The COE collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the COE's technology-related SBAC expenditures.

The COE emphasizes that its expenditures totals are only estimates of the actual combined cost that the COE incurred for 2013-14 and 2014-15. Moreover, the COE submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the COE did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Kim Dryden Date: 6/19/15

Print Name: Kim Dryden

Title/Position: Director, Special Projects

SFUSD SAN FRANCISCO PUBLIC SCHOOLS
San Francisco Unified School District • 555 Franklin Street • San Francisco, California 94102

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of San Francisco Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $5,567,570 in non-staffing costs (e.g., hardware and software) and $1,707,781 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to

the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Myong Leigh Date: June 22, 2015

Print Name: Myong Leigh (leighm@sfusd.edu / 415-241-6121)

Title/Position: Deputy Superintendent, Policy & Operations

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of San Gabriel Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $422,316 in non-staffing costs (e.g., hardware and software) and $353,299 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Wm Wong Date: June 19, 2015

Print Name: William Wong

Title/Position: Director of Fiscal Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Santa Monica-Malibu Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $9,538,967 in non-staffing costs (e.g., hardware and software) and $194,122 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/15

Print Name: Bertha T. Roman

Title/Position: Director of Education Technology

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Santa Rosa City Schools ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $453,663 in non-staffing costs (e.g., hardware and software) and $59,050 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 5-18-15

Print Name: Socorro Shiels

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Saugus Union School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,482,431 in non-staffing costs (e.g., hardware and software) and $157,400 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Joan M Lucid Date: 6-18-15

Print Name: Joan M. Lucid, Ed. D.

Title/Position: Superintendent

DR. SUE JOHNSON
SUPERINTENDENT

Savanna School District

1330 SOUTH KNOTT AVENUE
ANAHEIM, CALIFORNIA 92804-4798
PHONE: (714) 236-3800

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Savanna Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $312,699 in non-staffing costs (e.g., hardware and software) and $96,623 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: June 18, 2015

Print Name: Dr. Sue Johnson

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Seeley Union Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $22,926 in non-staffing costs (e.g., hardware and software) and $100,611 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Lola Larios Date: 6-19-15

Print Name: Lola Larios

Title/Position: Chief Business Official

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of South Whittier Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $159,682 in non-staffing costs (e.g., hardware and software) and $15,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6-18-15

Print Name: Mark Kerikes

Title/Position: CBO

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Tulelake Basin Joint Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $110,061 in non-staffing costs (e.g., hardware and software) and $735 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Vanessa Jones Date: 7/13/15

Print Name: VANESSA JONES

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Tustin Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $8,671,564 in non-staffing costs (e.g., hardware and software) and $259,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: June 18, 2015

Print Name: Anthony Soria

Title/Position: Chief Financial Officer

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Valle Lindo Elementary School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $283,606 in non-staffing costs (e.g., hardware and software) and $15,711 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: M. L. LaBrucherie Date: 6/18/15

Print Name: Dr. Mary Louise Labrucherie

Title/Position: Superintendent

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of West Covina Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $1,697,000 in non-staffing costs (e.g., hardware and software) and $65,000 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: Knowelle Decker Date: June 19, 2015

Print Name: KNOWELLE DECKER

Title/Position: COORDINATOR

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Westside Union School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,094,771 in non-staffing costs (e.g., hardware and software) and $6,574 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/18/2015

Print Name: Shawn Cabey

Title/Position: Assistant Superintendent, Administrative Services

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Whittier Union High School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $2,710,182 in non-staffing costs (e.g., hardware and software) and $800 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 6/30/15

Print Name: Carlye Olsen, Ed.D.

Title/Position: Director

Commission on State Mandates
960 Ninth St.
Suite 300
Sacramento, CA 95814

Re: Comment on Test Claim 14-TC-01 (California Assessment of Student Performance and Progress)

Dear Members of the Commission on State Mandates:

This written comment is submitted on behalf of Yuba City Unified School District ("District") regarding Test Claim 14-TC-01 alleging that the California Assessment of Student Performance and Progress ("CAASPP") constitutes a reimbursable state mandate. The District supports the Test Claimants' position that Test Claim 14-TC-01 is a reimbursable state mandate.

On June 1, 2015, the Commission on State Mandates released its Draft Proposed Decision ("Draft Decision") on Test Claim 14-TC-01. Among other things, the Draft Decision declared that the technology components of the Smarter Balanced Assessment Consortium test ("SBAC") in English language arts/literacy and mathematics constituted a new state mandate. More specifically, the Draft Decision stated that the "requirement to provide 'a computing device, the use of an assessment technology platform, and the adaptive engine' in order to administer" the SBAC required school districts and county offices of education to provide "a higher level of services." (Draft Decision, p. 13.) However, the Draft Decision also stated that there was no *reimbursable* mandate because, "[a]bsent evidence to the contrary, the State has appropriated revenues sufficient" to cover the cost of the technology components of the SBAC. (Draft Decision, p. 17.) This letter is intended to provide such evidence to the contrary.

After becoming aware of the Draft Decision, the District has made its best effort to determine its technology-related SBAC costs in the short time period provided. For 2013-14 and 2014-15 together, the District estimates that its technology-related SBAC expenditures totaled $501,100 in non-staffing costs (e.g., hardware and software) and $39,946 in staffing costs (e.g., additional training and hiring necessary to implement the SBAC given its use of and reliance on technology). The District collected this information through a variety of means, which included examining expense reports and/or speaking with knowledgeable employees regarding the District's technology-related SBAC expenditures.

The District emphasizes that its expenditures totals are only estimates of the actual combined cost that the District incurred for 2013-14 and 2014-15. Moreover, the District submits that the actual cost incurred in those two years is likely to be higher due to a variety of factors, including that the District did not have time to comprehensively categorize all SBAC-related expenses.

I declare, by my signature below, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief. I also give permission to the Test Claimants to submit this letter as part of their written comments filed in response to the Draft Decision.

Signature: _____ Date: 7/2/15

Print Name: DEVIN SMITH

Title/Position: DIRECTOR OF INFORMATION TECHNOLOGY & SERVICES

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	113	85	97	99	147
Grade 1	119	105	74	104	179
Grade 2	120	111	100	74	182
Grade 3	115	116	110	96	162
Grade 4	130	110	109	109	191
Grade 5	130	141	104	106	177
Grade 6	147	134	130	99	164
Grade 7	163	156	124	128	112
Grade 8	163	153	149	106	130
Grade 9	146	136	118	145	106
Grade 10	154	143	129	124	183
Grade 11	157	150	124	158	249
Grade 12	138	156	138	194	401
Total	1,795	1,696	1,506	1,542	2,383

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	2,734	2,669	2,850	2,810	3,037
Grade 1	2,764	2,730	2,755	2,830	2,731
Grade 2	2,721	2,737	2,721	2,716	2,794
Grade 3	2,758	2,699	2,731	2,684	2,743
Grade 4	2,898	2,733	2,697	2,704	2,673
Grade 5	2,646	2,877	2,712	2,647	2,703
Grade 6	2,791	2,650	2,844	2,734	2,627
Grade 7	0	0	2	1	0
Total	19,312	19,095	19,312	19,126	19,308

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Grade 6	2	0	0	0	0
Grade 7	5,373	5,356	5,163	5,281	5,140
Grade 8	5,514	5,436	5,343	5,166	5,288
Grade 9	5,707	5,657	5,514	5,303	5,257
Grade 10	5,983	5,649	5,590	5,459	5,221
Grade 11	5,324	5,862	5,425	5,418	5,331
Grade 12	5,283	5,194	5,669	5,276	5,449
Ungraded	1	2	0	182	203
Total	33,187	33,156	32,704	32,085	31,889

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,427	1,372	1,473	1,417	1,482
Grade 1	1,442	1,402	1,344	1,490	1,388
Grade 2	1,393	1,417	1,398	1,356	1,404
Grade 3	1,417	1,419	1,410	1,423	1,343
Grade 4	1,425	1,416	1,383	1,396	1,404
Grade 5	1,351	1,445	1,417	1,431	1,403
Grade 6	1,442	1,371	1,434	1,405	1,367
Grade 7	1,470	1,494	1,384	1,398	1,444
Grade 8	1,498	1,484	1,488	1,404	1,398
Grade 9	1,479	1,536	1,503	1,454	1,308
Grade 10	1,537	1,509	1,508	1,499	1,424
Grade 11	1,587	1,548	1,467	1,509	1,465
Grade 12	1,539	1,668	1,663	1,670	1,693
Total	19,007	19,081	18,872	18,852	18,523

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,169	1,185	1,241	1,141	1,273
Grade 1	1,213	1,162	1,186	1,229	934
Grade 2	1,203	1,174	1,120	1,115	1,186
Grade 3	1,223	1,175	1,166	1,076	1,120
Grade 4	1,199	1,184	1,130	1,137	1,060
Grade 5	1,270	1,197	1,144	1,121	1,099
Grade 6	1,269	1,231	1,185	1,129	1,109
Grade 7	1,312	1,268	1,221	1,205	1,201
Grade 8	1,332	1,314	1,234	1,215	1,191
Grade 9	2,272	2,342	1,913	1,941	2,023
Grade 10	2,659	2,543	2,414	2,197	2,222
Grade 11	2,235	2,227	2,211	2,214	2,119
Grade 12	2,023	1,921	2,074	2,125	2,230
Ungraded	0	0	1	0	0
Total	20,379	19,923	19,240	18,845	18,767

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	348	336	379	333	420
Grade 1	381	330	324	365	262
Grade 2	377	344	314	318	361
Grade 3	377	361	326	310	309
Grade 4	404	352	356	315	308
Grade 5	376	391	341	345	304
Grade 6	390	352	350	320	342
Grade 7	394	377	336	345	317
Grade 8	400	363	343	328	346
Grade 9	327	320	291	285	257
Grade 10	336	324	316	290	280
Grade 11	374	326	307	330	294
Grade 12	349	350	322	310	338
Ungraded	6	0	0	0	0
Total	4,839	4,526	4,305	4,194	4,138

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,013	956	1,014	1,006	1,067
Grade 1	963	997	953	1,024	964
Grade 2	1,006	973	975	959	1,036
Grade 3	1,036	1,015	997	993	956
Grade 4	988	1,018	995	1,021	988
Grade 5	1,093	983	995	1,011	1,004
Grade 6	1,137	1,120	1,026	1,030	1,052
Grade 7	1,154	1,078	1,085	1,006	1,011
Grade 8	1,112	1,109	1,065	1,112	994
Grade 9	1,208	1,140	1,153	1,088	1,064
Grade 10	1,254	1,193	1,127	1,150	1,077
Grade 11	1,176	1,209	1,129	1,127	1,090
Grade 12	1,253	1,185	1,220	1,193	1,098
Ungraded	0	0	0	1	0
Total	14,393	13,976	13,734	13,721	13,401

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	423	431	419	446	475
Grade 1	413	444	419	444	428
Grade 2	370	394	448	436	447
Grade 3	351	355	397	453	419
Grade 4	425	329	361	400	452
Grade 5	247	348	333	361	413
Grade 6	313	331	371	354	366
Grade 7	363	289	339	373	348
Grade 8	210	285	293	340	378
Grade 9	276	0	0	0	0
Total	3,391	3,206	3,380	3,607	3,726

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	621	641	695	700	728
Grade 1	687	621	665	723	683
Grade 2	702	689	615	674	732
Grade 3	663	716	706	626	688
Grade 4	701	678	728	734	642
Grade 5	705	720	698	739	749
Grade 6	744	730	714	729	759
Grade 7	750	783	785	748	749
Grade 8	834	771	794	804	759
Grade 9	864	874	822	856	905
Grade 10	933	862	871	816	868
Grade 11	878	925	854	873	831
Grade 12	845	888	923	848	875
Total	9,927	9,898	9,870	9,870	9,968

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	543	602	619	624	629
Grade 1	613	596	631	630	591
Grade 2	579	589	586	595	609
Grade 3	636	568	583	564	585
Grade 4	637	609	597	585	547
Grade 5	632	603	585	590	568
Grade 6	595	642	627	576	565
Grade 7	576	537	598	589	546
Grade 8	583	550	519	596	586
Grade 9	1	0	0	0	0
Total	5,395	5,296	5,345	5,349	5,226

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	905	877	945	965	1,067
Grade 1	983	972	897	1,038	959
Grade 2	976	996	996	936	1,027
Grade 3	1,017	1,026	1,036	1,036	958
Grade 4	1,048	1,085	1,060	1,073	1,056
Grade 5	1,064	1,098	1,124	1,085	1,101
Grade 6	1,164	1,135	1,185	1,196	1,170
Grade 7	1,237	1,245	1,242	1,230	1,214
Grade 8	1,254	1,278	1,243	1,287	1,236
Grade 9	1,772	1,622	1,622	1,543	1,526
Grade 10	1,851	1,840	1,742	1,704	1,605
Grade 11	1,773	1,826	1,802	1,755	1,696
Grade 12	1,688	1,622	1,776	1,698	1,592
Ungraded	1	1	0	0	0
Total	16,733	16,623	16,670	16,546	16,207

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	127	143	76	55	59
Grade 1	100	107	67	58	57
Grade 2	106	103	60	61	60
Grade 3	79	116	61	61	59
Grade 4	81	94	65	60	67
Grade 5	78	94	58	58	58
Grade 6	84	93	59	53	61
Grade 7	73	88	60	70	78
Grade 8	90	91	66	69	85
Grade 9	69	86	88	77	89
Grade 10	108	104	138	119	104
Grade 11	124	124	125	156	151
Grade 12	150	153	132	138	175
Ungraded	26	27	30	25	26
Total	1,295	1,423	1,085	1,060	1,129

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	3,656	3,781	3,685	3,749	3,702
Grade 1	4,107	3,845	3,983	3,965	3,837
Grade 2	3,927	4,035	3,871	4,070	3,948
Grade 3	4,063	3,920	4,030	3,966	4,127
Grade 4	4,123	4,058	3,944	4,091	3,992
Grade 5	4,133	4,169	4,121	4,048	4,211
Grade 6	4,133	4,126	4,180	4,219	4,094
Grade 7	4,289	4,133	4,244	4,250	4,294
Grade 8	4,113	4,281	4,213	4,312	4,355
Grade 9	4,269	4,188	4,342	4,341	4,325
Grade 10	4,164	4,242	4,308	4,369	4,358
Grade 11	4,359	4,095	4,192	4,310	4,403
Grade 12	4,045	4,319	4,057	4,095	4,187
Total	53,381	53,192	53,170	53,785	53,833

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	322	279	306	275	272
Grade 1	332	311	286	317	241
Grade 2	314	312	316	299	307
Grade 3	332	312	324	313	287
Grade 4	367	321	305	325	294
Grade 5	381	347	320	305	307
Grade 6	384	380	351	317	298
Grade 7	380	363	377	339	322
Grade 8	397	357	354	374	323
Grade 9	2	0	0	0	0
Total	3,211	2,982	2,939	2,864	2,651

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	0	0	0	0	1
Grade 1	0	0	0	0	0
Grade 2	0	0	0	0	0
Grade 3	0	0	0	0	0
Grade 4	0	0	0	0	0
Grade 5	0	0	0	0	0
Grade 6	0	0	0	0	0
Grade 7	0	0	0	0	0
Grade 8	1	1	6	5	1
Grade 9	1,190	1,188	1,190	1,214	1,194
Grade 10	1,039	1,014	1,033	1,067	1,066
Grade 11	910	918	920	911	919
Grade 12	962	888	907	907	886
Total	4,102	4,009	4,056	4,104	4,067

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	579	603	624	641	668
Grade 1	619	606	611	627	596
Grade 2	669	616	601	640	627
Grade 3	663	692	614	628	648
Grade 4	685	651	672	625	612
Grade 5	699	664	661	673	651
Grade 6	652	708	657	667	678
Total	4,566	4,540	4,440	4,501	4,480

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	2,908	2,836	2,952	3,171	3,386
Grade 1	2,858	3,049	2,857	3,046	3,049
Grade 2	2,792	2,821	3,018	2,890	3,035
Grade 3	2,803	2,852	2,874	3,048	2,964
Grade 4	2,897	2,839	2,939	2,916	3,154
Grade 5	2,882	2,943	2,915	3,019	3,019
Grade 6	2,959	2,930	3,007	3,003	3,106
Grade 7	2,989	3,137	3,120	3,214	3,155
Grade 8	3,048	3,029	3,165	3,132	3,291
Grade 9	3,068	3,125	3,106	3,228	3,236
Grade 10	3,029	3,050	3,087	3,087	3,233
Grade 11	2,916	2,963	2,999	3,037	3,054
Grade 12	2,855	2,921	3,001	3,103	3,101
Total	38,004	38,495	39,040	39,894	40,783

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	517	478	496	533	567
Grade 1	479	530	491	490	470
Grade 2	436	479	537	489	487
Grade 3	429	447	491	536	489
Grade 4	454	443	460	488	547
Grade 5	451	468	453	465	493
Grade 6	528	514	485	473	475
Grade 7	517	542	509	495	494
Grade 8	531	519	540	505	503
Grade 9	627	570	595	522	534
Grade 10	639	618	559	586	531
Grade 11	596	615	590	543	550
Grade 12	597	598	610	616	551
Total	6,801	6,821	6,816	6,741	6,691

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	67	69	63	65	84
Grade 1	84	70	79	62	62
Grade 2	72	79	64	73	63
Grade 3	69	76	78	67	67
Grade 4	58	66	79	82	68
Grade 5	103	61	66	87	86
Grade 6	68	98	68	66	87
Grade 7	90	70	97	66	70
Grade 8	84	87	71	97	63
Grade 9	102	90	81	72	87
Grade 10	87	95	94	78	70
Grade 11	95	79	93	85	80
Grade 12	90	90	90	91	87
Total	1,069	1,030	1,023	991	974

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	595	685	686	699	699
Grade 1	663	687	735	714	686
Grade 2	634	674	673	729	726
Grade 3	605	676	691	652	728
Grade 4	625	641	670	680	658
Grade 5	608	636	658	651	685
Grade 6	618	593	639	657	655
Grade 7	595	627	609	609	642
Grade 8	641	609	624	605	615
Total	5,584	5,828	5,985	5,996	6,094

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	4,525	4,457	4,483	4,470	4,588
Grade 1	4,624	4,723	4,586	4,624	4,583
Grade 2	4,573	4,599	4,651	4,593	4,627
Grade 3	4,635	4,558	4,611	4,715	4,647
Grade 4	4,670	4,676	4,622	4,641	4,820
Grade 5	4,730	4,734	4,678	4,715	4,731
Grade 6	4,816	4,814	4,766	4,766	4,805
Grade 7	5,032	4,926	4,875	4,835	4,866
Grade 8	4,833	5,030	4,918	4,850	4,904
Grade 9	4,965	4,798	4,975	4,850	4,865
Grade 10	4,855	4,901	4,698	4,941	4,812
Grade 11	4,755	4,772	4,792	4,659	4,885
Grade 12	4,980	4,991	5,006	4,994	4,843
Ungraded	490	437	462	484	523
Total	62,483	62,416	62,123	62,137	62,499

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	636	594	587	680	661
Grade 1	614	681	626	572	663
Grade 2	678	627	703	632	588
Grade 3	631	681	665	719	658
Grade 4	696	635	696	690	716
Grade 5	686	736	668	709	707
Grade 6	712	769	762	692	769
Grade 7	781	787	811	828	749
Grade 8	813	802	799	822	826
Grade 9	38	0	0	0	0
Grade 10	30	0	0	0	0
Total	6,315	6,312	6,317	6,344	6,337

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	122	113	99	116	137
Grade 1	101	96	124	126	129
Grade 2	98	106	107	115	130
Grade 3	89	100	97	122	132
Grade 4	93	77	96	100	122
Grade 5	102	89	81	98	115
Grade 6	102	88	95	85	100
Grade 7	96	87	73	59	54
Grade 8	118	102	112	109	114
Grade 9	171	315	167	143	152
Grade 10	174	251	241	201	225
Grade 11	140	262	276	281	281
Grade 12	54	257	304	344	410
Ungraded	1	0	256	195	212
Total	1,461	1,943	2,128	2,094	2,313

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	6,229	6,177	6,430	6,588	6,964
Grade 1	6,161	6,323	6,261	6,455	6,079
Grade 2	5,936	6,018	6,171	6,058	6,241
Grade 3	5,858	5,732	5,893	5,988	5,920
Grade 4	5,607	5,743	5,608	5,713	5,826
Grade 5	5,761	5,478	5,612	5,457	5,584
Grade 6	5,605	5,737	5,438	5,463	5,342
Grade 7	5,533	5,465	5,465	5,172	5,280
Grade 8	5,578	5,377	5,316	5,300	5,060
Grade 9	6,368	6,033	5,545	5,441	5,449
Grade 10	6,093	6,032	5,477	5,322	5,299
Grade 11	5,588	5,539	5,403	5,220	5,048
Grade 12	5,150	5,174	5,616	5,512	5,261
Ungraded	1	3	0	0	0
Total	75,468	74,831	74,235	73,689	73,353

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Grade 8	50	0	0	1	1
Grade 9	4,446	4,581	4,513	4,253	4,167
Grade 10	2,987	2,850	2,930	2,903	2,904
Grade 11	4,200	3,963	4,092	4,223	3,580
Grade 12	3,446	3,332	3,247	3,228	3,722
Ungraded	1	0	0	0	127
Total	15,130	14,726	14,782	14,608	14,501

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	3,648	3,705	3,436	3,387	3,433
Grade 1	3,598	3,474	3,577	3,524	3,297
Grade 2	3,370	3,661	3,478	3,587	3,492
Grade 3	3,621	3,407	3,720	3,526	3,578
Grade 4	3,681	3,665	3,442	3,735	3,525
Grade 5	3,682	3,709	3,670	3,501	3,710
Grade 6	3,603	3,787	3,789	3,684	3,514
Grade 7	3,698	3,649	3,736	3,794	3,645
Grade 8	3,812	3,846	3,647	3,718	3,861
Grade 9	3,928	3,844	3,964	3,605	3,675
Grade 10	3,994	4,045	3,770	3,859	3,588
Grade 11	3,891	3,909	3,919	3,771	3,788
Grade 12	3,387	3,958	3,851	3,908	3,830
Ungraded	1	0	0	0	0
Total	47,914	48,659	47,999	47,599	46,936

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,694	1,781	1,783	1,953	1,997
Grade 1	1,708	1,803	1,909	1,865	1,939
Grade 2	1,762	1,715	1,840	1,942	1,893
Grade 3	1,698	1,797	1,763	1,872	1,969
Grade 4	1,849	1,721	1,824	1,792	1,928
Grade 5	1,844	1,901	1,760	1,855	1,819
Grade 6	2,012	1,926	1,993	1,807	1,904
Grade 7	2,164	2,069	1,951	1,973	1,836
Grade 8	2,146	2,184	2,118	1,984	2,000
Grade 9	2,368	2,243	2,219	2,148	2,047
Grade 10	2,354	2,390	2,267	2,240	2,176
Grade 11	2,373	2,319	2,349	2,251	2,210
Grade 12	2,602	2,522	2,436	2,407	2,282
Ungraded	0	0	16	98	70
Total	26,574	26,371	26,228	26,187	26,070

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	492	491	553	561	598
Grade 1	474	478	513	532	491
Grade 2	449	499	502	529	528
Grade 3	464	482	530	523	532
Grade 4	524	488	509	554	538
Grade 5	493	566	522	522	549
Grade 6	497	581	625	556	565
Grade 7	553	563	600	662	605
Grade 8	559	1,050	565	622	699
Grade 9	615	158	625	588	657
Grade 10	645	640	643	639	592
Grade 11	611	643	641	639	638
Grade 12	650	645	659	632	640
Total	7,026	7,284	7,487	7,559	7,632

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	22	16	15	10	10
Grade 1	17	11	16	14	13
Grade 2	12	19	13	14	14
Grade 3	18	11	15	16	13
Grade 4	12	17	11	13	15
Grade 5	13	13	18	11	12
Grade 6	10	6	9	20	10
Grade 7	9	11	9	6	20
Grade 8	16	12	16	9	10
Grade 9	0	0	5	9	7
Grade 10	0	0	5	17	19
Grade 11	0	0	1	11	8
Grade 12	0	0	1	6	8
Total	129	116	134	156	159

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	40	0	0	0	0
Grade 1	40	0	0	0	0
Grade 2	40	0	0	0	0
Grade 3	40	0	0	0	0
Grade 4	46	0	0	0	0
Grade 5	48	0	1	1	0
Grade 6	26	0	0	0	0
Grade 7	14	8	1	1	5
Grade 8	51	29	26	27	8
Grade 9	6,306	5,838	5,639	5,423	5,636
Grade 10	6,143	6,014	5,820	5,588	5,374
Grade 11	6,116	5,880	5,813	5,665	5,472
Grade 12	6,556	6,453	6,375	6,260	6,060
Ungraded	0	2	0	0	0
Total	25,466	24,224	23,675	22,965	22,555

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,485	1,467	1,475	1,486	1,571
Grade 1	1,486	1,513	1,536	1,492	1,410
Grade 2	1,502	1,490	1,493	1,502	1,466
Grade 3	1,490	1,471	1,478	1,477	1,474
Grade 4	1,648	1,492	1,450	1,445	1,463
Grade 5	1,520	1,627	1,519	1,439	1,437
Grade 6	1,709	1,525	1,658	1,495	1,460
Grade 7	1,771	1,748	1,593	1,648	1,515
Grade 8	1,724	1,789	1,771	1,602	1,663
Grade 9	1,695	1,685	1,701	1,678	1,522
Grade 10	1,813	1,712	1,696	1,701	1,672
Grade 11	1,693	1,763	1,689	1,659	1,660
Grade 12	1,754	1,660	1,790	1,734	1,719
Total	21,290	20,942	20,849	20,358	20,032

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	919	884	955	1,046	1,037
Grade 1	908	996	929	977	976
Grade 2	924	901	984	951	942
Grade 3	950	878	890	966	898
Grade 4	1,018	919	881	896	939
Grade 5	936	979	922	885	893
Grade 6	910	854	940	877	857
Grade 7	924	897	872	948	862
Grade 8	974	923	898	887	966
Grade 9	187	173	155	177	173
Grade 10	189	171	159	146	155
Grade 11	162	154	141	141	124
Grade 12	137	126	140	130	122
Ungraded	1	0	0	0	0
Total	9,139	8,855	8,866	9,027	8,944

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	116	120	105	123	139
Grade 1	140	133	150	125	132
Grade 2	131	135	115	156	127
Grade 3	134	130	139	120	148
Grade 4	130	140	122	140	118
Grade 5	103	131	131	123	139
Grade 6	114	115	125	128	124
Grade 7	121	129	119	130	144
Grade 8	112	124	133	125	135
Total	1,101	1,157	1,139	1,170	1,206

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	125	125	105	107	110
Grade 1	106	122	125	110	109
Grade 2	108	107	103	118	103
Grade 3	137	99	100	103	114
Grade 4	122	131	105	109	107
Grade 5	131	116	121	107	104
Grade 6	130	130	125	129	114
Grade 7	135	130	128	126	130
Grade 8	123	134	128	133	124
Grade 9	144	121	140	132	148
Grade 10	170	138	121	150	133
Grade 11	148	159	143	129	140
Grade 12	133	132	152	133	114
Total	1,712	1,644	1,596	1,586	1,550

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Grade 8	3	0	0	0	0
Grade 9	3,936	4,073	4,091	3,999	4,018
Grade 10	4,051	4,003	4,107	4,133	4,011
Grade 11	4,025	4,089	3,989	4,143	4,102
Grade 12	4,019	3,992	4,076	4,125	4,300
Ungraded	128	160	179	0	0
Total	16,162	16,317	16,442	16,400	16,431

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	16	25	25	32	20
Grade 1	26	21	27	26	31
Grade 2	15	25	20	27	18
Grade 3	22	12	23	19	26
Grade 4	22	21	14	21	19
Grade 5	15	21	20	13	23
Grade 6	13	13	21	22	12
Grade 7	19	18	17	22	24
Grade 8	59	41	28	30	38
Grade 9	146	101	64	63	60
Grade 10	104	109	111	72	75
Grade 11	115	63	82	80	57
Grade 12	67	134	51	54	68
Ungraded	16	15	56	59	53
Total	655	619	559	540	524

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	280	269	276	313	264
Grade 1	323	259	256	288	311
Grade 2	280	321	254	270	293
Grade 3	312	286	322	283	282
Grade 4	321	312	267	323	272
Grade 5	324	327	320	283	315
Grade 6	345	313	323	322	293
Grade 7	320	348	320	340	318
Grade 8	351	320	339	325	341
Total	2,856	2,755	2,677	2,747	2,689

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	588	552	618	635	613
Grade 1	664	628	574	617	620
Grade 2	603	588	587	569	614
Grade 3	615	574	566	569	558
Grade 4	581	617	569	550	569
Grade 5	623	581	607	567	551
Grade 6	836	801	791	767	718
Grade 7	852	826	794	784	831
Grade 8	881	832	816	795	783
Grade 9	328	332	318	316	318
Grade 10	304	315	303	306	312
Grade 11	249	283	306	290	283
Grade 12	243	227	258	278	273
Total	7,367	7,156	7,107	7,043	7,043

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	334	346	375	375	357
Grade 1	346	342	324	340	354
Grade 2	338	358	330	319	336
Grade 3	342	336	353	330	316
Grade 4	339	342	327	335	331
Grade 5	324	340	327	321	335
Grade 6	328	319	331	317	313
Grade 7	301	330	315	320	319
Grade 8	310	302	320	308	340
Grade 9	288	313	296	307	287
Grade 10	296	276	317	282	309
Grade 11	251	297	261	306	270
Grade 12	310	249	292	270	309
Total	4,107	4,150	4,168	4,130	4,176

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	143	138	149	134	158
Grade 1	147	133	143	135	119
Grade 2	154	140	137	140	134
Grade 3	133	139	129	127	138
Grade 4	133	124	136	125	129
Grade 5	147	124	125	139	132
Grade 6	143	146	121	123	144
Grade 7	133	136	151	117	129
Grade 8	163	126	140	141	119
Grade 9	162	159	119	141	152
Grade 10	145	146	158	121	130
Grade 11	148	146	142	152	129
Grade 12	132	124	139	145	144
Total	1,883	1,781	1,789	1,740	1,757

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	734	776	824	814	835
Grade 1	635	637	669	723	673
Grade 2	563	645	643	675	723
Grade 3	592	604	678	685	689
Grade 4	689	635	629	711	708
Grade 5	686	706	647	647	726
Grade 6	765	749	765	696	718
Grade 7	725	806	817	841	765
Grade 8	799	737	823	853	854
Grade 9	884	789	730	887	857
Grade 10	836	878	775	741	887
Grade 11	851	823	861	768	732
Grade 12	823	855	853	871	755
Total	9,582	9,640	9,714	9,912	9,922

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	57,292	52,954	57,344	54,946	56,953
Grade 1	52,231	53,298	63,662	53,556	52,276
Grade 2	51,199	52,017	52,185	51,924	52,641
Grade 3	51,699	50,995	50,286	50,548	51,066
Grade 4	51,880	51,458	50,223	49,998	49,937
Grade 5	51,024	51,557	38,734	49,332	49,885
Grade 6	48,840	49,315	47,694	48,244	47,306
Grade 7	49,691	49,021	48,309	48,324	47,706
Grade 8	48,751	49,733	48,363	47,607	47,876
Grade 9	66,794	64,579	62,312	59,660	57,350
Grade 10	56,461	54,257	54,049	51,681	51,668
Grade 11	47,899	46,804	46,933	44,686	45,712
Grade 12	37,184	41,117	42,045	44,988	43,450
Ungraded	143	146	1	0	0
Total	671,088	667,251	662,140	655,494	653,826

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	145	133	136	157	171
Grade 1	112	146	154	139	145
Grade 2	135	118	134	151	136
Grade 3	111	151	118	132	161
Grade 4	129	123	158	119	141
Grade 5	108	135	126	157	128
Grade 6	129	125	144	135	167
Grade 7	151	149	126	149	151
Grade 8	140	142	141	128	152
Total	1,160	1,222	1,237	1,267	1,352

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	49	49	44	48	48
Grade 1	50	52	49	44	49
Grade 2	57	52	49	55	46
Grade 3	54	54	54	48	61
Grade 4	59	54	56	55	44
Grade 5	65	62	58	54	56
Grade 6	40	65	61	52	46
Grade 7	54	47	63	61	52
Grade 8	50	55	44	58	66
Total	478	490	478	475	468

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	70	62	90	60	72
Grade 1	50	52	40	68	45
Grade 2	45	40	37	40	57
Grade 3	46	47	35	46	47
Grade 4	40	47	46	40	46
Grade 5	38	45	49	40	41
Grade 6	51	42	54	60	55
Grade 7	77	64	57	59	64
Grade 8	99	104	93	79	74
Grade 9	90	80	85	78	73
Grade 10	252	217	181	165	146
Grade 11	332	338	305	247	239
Grade 12	572	501	425	395	328
Ungraded	109	96	44	88	103
Total	1,871	1,735	1,541	1,465	1,390

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	439	416	467	466	491
Grade 1	445	439	426	441	452
Grade 2	449	450	452	439	424
Grade 3	434	454	449	440	443
Grade 4	436	436	454	449	425
Grade 5	430	443	448	445	437
Grade 6	456	426	456	451	441
Grade 7	460	442	421	454	446
Grade 8	447	463	453	447	464
Grade 9	476	467	482	477	461
Grade 10	506	476	464	482	497
Grade 11	505	513	468	467	479
Grade 12	523	530	530	478	528
Total	6,006	5,955	5,970	5,936	5,988

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	2,802	2,681	2,661	2,572	2,657
Grade 1	2,878	2,885	2,757	2,799	2,567
Grade 2	2,701	2,779	2,716	2,647	2,774
Grade 3	2,821	2,657	2,731	2,709	2,602
Grade 4	2,837	2,797	2,616	2,746	2,698
Grade 5	2,749	2,826	2,795	2,597	2,728
Grade 6	2,757	2,701	2,760	2,743	2,551
Grade 7	2,796	2,861	2,736	2,736	2,702
Grade 8	2,893	2,821	2,875	2,704	2,786
Grade 9	2,948	2,853	2,781	2,744	2,633
Grade 10	2,870	2,897	2,807	2,677	2,690
Grade 11	2,916	2,821	2,737	2,616	2,560
Grade 12	2,841	3,036	2,718	2,634	2,518
Ungraded	0	0	0	0	2
Total	36,809	36,615	35,690	34,924	34,468

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	924	944	964	993	926
Grade 1	1,012	915	911	886	917
Grade 2	905	942	885	877	849
Grade 3	951	853	918	856	845
Grade 4	946	906	839	864	826
Grade 5	871	891	877	804	845
Grade 6	904	847	835	810	773
Grade 7	917	835	783	763	769
Grade 8	917	888	816	764	764
Grade 9	6	0	0	1	0
Total	8,353	8,021	7,828	7,618	7,514

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	7	11	8	13	8
Grade 1	10	10	9	7	12
Grade 2	14	8	11	8	7
Grade 3	12	12	8	8	7
Grade 4	7	10	12	11	10
Grade 5	9	8	12	11	10
Grade 6	6	8	11	11	11
Grade 7	9	7	13	9	12
Grade 8	16	9	7	13	7
Total	90	83	91	91	84

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	512	486	535	494	470
Grade 1	549	503	490	535	507
Grade 2	534	544	497	481	491
Grade 3	507	501	537	478	469
Grade 4	512	485	486	526	472
Grade 5	494	488	486	469	507
Grade 6	550	460	488	487	448
Grade 7	514	557	435	474	462
Grade 8	494	504	535	432	479
Grade 9	552	487	528	546	436
Grade 10	556	538	481	520	533
Grade 11	583	545	540	489	515
Grade 12	563	556	522	543	491
Ungraded	0	0	0	10	14
Total	6,920	6,654	6,560	6,484	6,294

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	935	846	910	961	923
Grade 1	949	1,002	903	966	983
Grade 2	943	967	1,018	933	975
Grade 3	1,051	970	977	1,012	963
Grade 4	1,068	1,065	984	978	1,006
Grade 5	1,024	1,075	1,067	1,004	985
Grade 6	1,085	1,036	1,082	1,093	996
Total	7,055	6,961	6,941	6,947	6,831

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,656	1,618	1,677	1,689	1,704
Grade 1	1,591	1,702	1,629	1,684	1,655
Grade 2	1,613	1,664	1,717	1,660	1,711
Grade 3	1,551	1,664	1,668	1,724	1,651
Grade 4	1,503	1,625	1,686	1,664	1,713
Grade 5	1,673	1,570	1,647	1,696	1,666
Grade 6	1,575	1,685	1,570	1,657	1,660
Grade 7	1,523	1,588	1,687	1,562	1,647
Grade 8	1,504	1,599	1,604	1,711	1,588
Grade 9	1,712	1,713	1,727	1,729	1,838
Grade 10	1,728	1,764	1,682	1,725	1,739
Grade 11	1,709	1,790	1,739	1,678	1,723
Grade 12	1,660	1,775	1,766	1,770	1,664
Ungraded	720	54	55	54	59
Total	21,718	21,811	21,854	22,003	22,018

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	4,183	4,175	4,288	4,291	4,481
Grade 1	4,195	4,177	4,234	4,183	4,208
Grade 2	4,077	4,021	4,035	4,011	4,127
Grade 3	4,015	3,909	3,876	3,868	3,941
Grade 4	3,869	3,852	3,788	3,776	3,821
Grade 5	3,622	3,809	3,793	3,715	3,755
Grade 6	3,429	3,383	3,594	3,651	3,577
Grade 7	3,391	3,466	3,371	3,608	3,628
Grade 8	3,253	3,322	3,342	3,338	3,560
Grade 9	3,435	3,262	3,093	3,080	3,080
Grade 10	3,414	3,271	3,111	3,057	3,087
Grade 11	2,885	3,058	2,933	2,926	2,905
Grade 12	2,848	2,879	3,014	2,982	3,024
Total	46,616	46,584	46,472	46,486	47,194

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	2,177	2,282	2,240	2,340	2,616
Grade 1	2,280	2,244	2,327	2,238	2,134
Grade 2	2,156	2,257	2,215	2,271	2,191
Grade 3	2,204	2,199	2,260	2,216	2,256
Grade 4	2,286	2,269	2,160	2,248	2,206
Grade 5	2,282	2,326	2,276	2,162	2,223
Grade 6	2,184	2,306	2,329	2,276	2,148
Grade 7	2,300	2,233	2,313	2,318	2,290
Grade 8	2,317	2,348	2,245	2,324	2,332
Grade 9	2,489	2,382	2,362	2,276	2,340
Grade 10	2,549	2,485	2,369	2,340	2,280
Grade 11	2,448	2,538	2,480	2,336	2,325
Grade 12	2,538	2,504	2,560	2,509	2,409
Total	30,210	30,373	30,136	29,854	29,750

by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	315	321	331	314	331
Grade 1	284	291	305	308	299
Grade 2	288	289	279	288	302
Grade 3	282	294	291	275	293
Grade 4	282	273	275	285	276
Grade 5	280	284	282	271	269
Grade 6	307	293	299	284	263
Grade 7	298	322	279	301	253
Grade 8	350	286	317	296	307
Total	2,686	2,653	2,658	2,622	2,593

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Grade 9	756	688	626	630	592
Grade 10	718	708	658	582	603
Grade 11	677	706	673	633	575
Grade 12	711	635	657	607	591
Total	2,862	2,737	2,614	2,452	2,361

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	2,071	2,207	2,209	2,236	2,395
Grade 1	2,238	2,153	2,228	2,317	2,133
Grade 2	2,223	2,265	2,114	2,216	2,349
Grade 3	2,269	2,210	2,219	2,121	2,229
Grade 4	2,370	2,273	2,270	2,216	2,135
Grade 5	2,505	2,412	2,279	2,268	2,242
Grade 6	2,396	2,455	2,396	2,303	2,311
Grade 7	2,543	2,340	2,383	2,380	2,240
Grade 8	2,502	2,534	2,313	2,415	2,392
Grade 9	178	48	16	178	245
Grade 10	1	152	21	99	256
Grade 11	0	0	69	159	177
Grade 12	0	0	68	356	519
Total	21,296	21,049	20,585	21,264	21,623

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	752	796	760	792	766
Grade 1	763	693	702	687	692
Grade 2	724	788	697	737	701
Grade 3	820	761	832	740	745
Grade 4	843	860	771	862	761
Grade 5	816	868	896	787	891
Grade 6	959	899	930	967	838
Grade 7	950	982	920	953	976
Grade 8	1,007	977	1,000	934	973
Grade 9	1,032	1,122	1,077	1,109	1,016
Grade 10	1,047	1,064	1,131	1,089	1,117
Grade 11	1,090	1,044	1,080	1,145	1,092
Grade 12	1,083	1,074	1,044	1,071	1,132
Total	11,886	11,928	11,840	11,873	11,700

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,722	1,703	1,860	1,909	2,141
Grade 1	1,835	1,861	1,779	1,759	1,714
Grade 2	1,817	1,837	1,857	1,824	1,750
Grade 3	1,850	1,843	1,850	1,877	1,879
Grade 4	1,933	1,877	1,882	1,883	1,891
Grade 5	1,925	1,962	1,900	1,899	1,935
Grade 6	1,955	1,954	1,965	1,898	1,913
Grade 7	2,006	2,016	2,034	1,999	1,959
Grade 8	2,050	2,056	2,042	2,056	2,045
Grade 9	2,119	2,124	2,103	2,134	2,141
Grade 10	2,238	2,086	2,141	2,103	2,143
Grade 11	2,287	2,226	2,091	2,154	2,107
Grade 12	2,183	2,276	2,242	2,126	2,168
Ungraded	0	0	1	1	57
Total	25,920	25,821	25,747	25,622	25,843

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	309	283	252	264	274
Grade 1	333	338	305	275	262
Grade 2	326	342	327	296	284
Grade 3	293	322	337	324	289
Grade 4	342	288	325	343	334
Grade 5	298	356	292	311	345
Grade 6	334	299	358	302	319
Grade 7	368	325	299	358	280
Grade 8	373	365	320	305	355
Total	2,976	2,918	2,815	2,778	2,742

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	3,995	4,119	4,246	4,006	3,848
Grade 1	4,021	4,032	4,138	4,252	3,989
Grade 2	3,846	3,885	3,912	3,986	4,083
Grade 3	3,699	3,844	3,836	3,834	3,878
Grade 4	3,739	3,663	3,759	3,780	3,755
Grade 5	3,644	3,717	3,673	3,698	3,718
Grade 6	3,595	3,592	3,643	3,572	3,616
Grade 7	3,507	3,493	3,540	3,563	3,450
Grade 8	3,557	3,483	3,457	3,514	3,527
Grade 9	3,746	3,461	3,355	3,342	3,358
Grade 10	3,775	3,631	3,384	3,288	3,275
Grade 11	3,525	3,442	3,429	3,216	3,093
Grade 12	3,168	3,432	3,459	3,437	3,312
Ungraded	73	102	108	128	129
Total	47,890	47,896	47,939	47,616	47,031

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Grade 6	4	0	0	1	1
Grade 7	19	2	9	0	5
Grade 8	23	12	29	22	26
Grade 9	14	16	24	24	25
Grade 10	8	5	9	15	10
Grade 11	3	2	15	27	22
Grade 12	1	5	21	25	37
Total	72	42	107	114	126

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	4,841	4,664	4,788	4,855	4,898
Grade 1	4,535	4,681	4,665	4,682	4,635
Grade 2	4,174	4,431	4,637	4,549	4,561
Grade 3	4,062	4,123	4,405	4,585	4,506
Grade 4	4,046	4,021	4,168	4,347	4,482
Grade 5	3,861	4,034	4,046	4,155	4,298
Grade 6	3,718	3,631	3,841	3,869	3,887
Grade 7	3,761	3,710	3,682	3,889	3,866
Grade 8	3,846	3,775	3,759	3,695	3,939
Grade 9	4,860	4,601	4,425	4,261	4,218
Grade 10	4,846	4,706	4,516	4,576	4,337
Grade 11	4,243	4,834	4,759	5,223	5,225
Grade 12	4,347	4,357	4,531	4,284	4,768
Ungraded	0	3	0	0	0
Total	55,140	55,571	56,222	56,970	57,620

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	369	344	367	361	365
Grade 1	392	433	363	378	373
Grade 2	383	388	433	368	385
Grade 3	376	394	397	429	375
Grade 4	446	373	386	386	408
Grade 5	423	439	378	391	394
Grade 6	379	405	442	372	382
Grade 7	458	405	442	471	401
Grade 8	454	441	406	466	477
Grade 9	750	744	683	599	610
Grade 10	942	916	843	738	671
Grade 11	809	814	819	817	702
Grade 12	819	750	769	797	826
Total	7,000	6,846	6,728	6,573	6,369

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	918	766	841	883	879
Grade 1	819	841	771	833	850
Grade 2	812	836	828	752	811
Grade 3	809	823	837	838	769
Grade 4	847	819	811	837	855
Grade 5	839	853	817	815	841
Grade 6	908	880	838	868	840
Grade 7	892	913	892	850	859
Grade 8	922	902	941	896	881
Grade 9	978	965	919	960	886
Grade 10	956	984	973	920	983
Grade 11	1,002	947	1,001	923	926
Grade 12	1,021	1,033	999	1,042	961
Total	11,723	11,562	11,468	11,417	11,341

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Grade 1	1	0	0	0	0
Grade 2	2	2	1	1	0
Grade 3	2	2	3	2	4
Grade 4	2	2	3	4	3
Grade 5	67	66	67	66	66
Grade 6	67	68	68	72	74
Grade 7	1,551	1,510	1,519	1,577	1,452
Grade 8	1,709	1,630	1,553	1,547	1,597
Grade 9	2,052	2,267	2,260	2,192	2,206
Grade 10	1,910	2,025	2,134	2,035	1,882
Grade 11	2,048	1,743	1,893	1,966	1,941
Grade 12	2,255	2,161	1,853	1,771	1,969
Ungraded	0	0	0	0	1
Total	11,666	11,476	11,354	11,233	11,195

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	753	768	795	849	1,010
Grade 1	759	770	751	784	678
Grade 2	710	733	730	738	754
Grade 3	696	685	720	724	717
Grade 4	696	690	672	713	709
Grade 5	606	658	641	643	690
Grade 6	592	586	638	639	635
Grade 7	52	45	50	51	66
Grade 8	45	48	48	56	42
Grade 9	2	0	0	0	0
Total	4,911	4,983	5,045	5,197	5,301

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,398	1,478	1,395	1,361	1,338
Grade 1	1,415	1,466	1,508	1,418	1,319
Grade 2	1,462	1,436	1,456	1,497	1,415
Grade 3	1,463	1,491	1,433	1,465	1,473
Grade 4	1,523	1,448	1,486	1,453	1,453
Grade 5	1,533	1,529	1,465	1,514	1,472
Grade 6	1,550	1,539	1,552	1,470	1,542
Grade 7	18	0	0	0	0
Total	10,362	10,387	10,295	10,178	10,012

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	352	335	357	386	399
Grade 1	318	323	341	351	338
Grade 2	358	321	333	335	349
Grade 3	344	334	317	336	329
Grade 4	345	313	348	314	337
Grade 5	364	347	323	348	334
Grade 6	382	350	344	328	347
Total	2,463	2,323	2,363	2,398	2,433

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	50	52	53	48	61
Grade 1	43	45	45	45	42
Grade 2	50	28	39	35	36
Grade 3	44	43	31	38	29
Grade 4	36	44	45	27	36
Grade 5	47	35	47	41	30
Grade 6	59	45	36	40	42
Grade 7	51	52	39	35	42
Grade 8	45	48	48	36	31
Total	425	392	383	345	349

by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	386	373	392	342	359
Grade 1	435	369	370	373	319
Grade 2	410	418	349	354	365
Grade 3	425	391	399	336	348
Grade 4	387	411	401	377	326
Grade 5	415	386	404	403	367
Grade 6	425	407	398	384	392
Grade 7	427	382	363	366	376
Grade 8	444	427	386	368	380
Total	3,754	3,564	3,462	3,303	3,232

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	43	47	44	35	54
Grade 1	41	35	47	33	33
Grade 2	45	42	34	36	37
Grade 3	41	45	40	32	39
Grade 4	42	38	44	36	31
Grade 5	44	37	42	40	34
Grade 6	39	46	35	33	39
Grade 7	35	41	48	38	34
Grade 8	52	35	39	38	38
Grade 9	43	53	33	42	36
Grade 10	43	41	43	30	40
Grade 11	42	40	35	42	33
Grade 12	33	39	36	36	40
Total	543	539	520	471	488

Chart Notes Source

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,767	1,656	1,740	1,664	1,657
Grade 1	1,836	1,857	1,787	1,848	1,702
Grade 2	1,776	1,882	1,872	1,784	1,822
Grade 3	1,813	1,816	1,904	1,897	1,785
Grade 4	1,713	1,827	1,819	1,895	1,902
Grade 5	1,670	1,783	1,858	1,823	1,893
Grade 6	1,699	1,743	1,840	1,910	1,844
Grade 7	1,728	1,772	1,786	1,851	1,921
Grade 8	1,683	1,746	1,768	1,795	1,875
Grade 9	1,788	1,881	1,914	1,911	1,963
Grade 10	1,728	1,794	1,824	1,881	1,907
Grade 11	1,692	1,703	1,750	1,810	1,881
Grade 12	1,561	1,633	1,645	1,702	1,797
Total	22,454	23,093	23,507	23,771	23,949

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	119	113	146	147	123
Grade 1	118	116	113	159	155
Grade 2	117	122	125	119	149
Grade 3	131	107	118	121	112
Grade 4	117	133	124	131	125
Grade 5	131	114	129	129	130
Grade 6	142	128	125	138	128
Grade 7	135	150	156	146	150
Grade 8	142	123	145	150	148
Total	1,152	1,106	1,181	1,240	1,220

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	959	920	1,014	897	910
Grade 1	1,015	1,015	1,007	1,027	928
Grade 2	1,052	1,006	1,062	964	1,048
Grade 3	1,068	1,053	1,056	1,037	966
Grade 4	1,144	1,096	1,123	997	1,039
Grade 5	1,120	1,178	1,174	1,060	985
Grade 6	1,169	1,181	1,243	1,179	1,110
Grade 7	1,386	1,299	1,345	1,227	1,283
Grade 8	1,373	1,405	1,415	1,334	1,282
Grade 9	1,150	1,252	1,307	1,224	1,257
Grade 10	1,060	1,165	1,276	1,248	1,211
Grade 11	1,095	1,102	1,230	1,186	1,250
Grade 12	934	993	1,050	1,080	1,117
Ungraded	0	0	0	0	16
Total	14,525	14,665	15,302	14,460	14,402

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	807	792	855	893	947
Grade 1	924	895	874	960	975
Grade 2	903	896	867	891	981
Grade 3	919	884	895	908	906
Grade 4	957	941	895	915	967
Grade 5	921	986	969	974	984
Grade 6	1,031	970	1,012	1,028	1,018
Grade 7	1,152	1,097	1,030	1,050	1,084
Grade 8	1,101	1,144	1,128	1,026	1,089
Total	8,715	8,605	8,525	8,645	8,951

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	807	792	855	893	947
Grade 1	924	895	874	960	975
Grade 2	903	896	867	891	981
Grade 3	919	884	895	908	906
Grade 4	957	941	895	915	967
Grade 5	921	986	969	974	984
Grade 6	1,031	970	1,012	1,028	1,018
Grade 7	1,152	1,097	1,030	1,050	1,084
Grade 8	1,101	1,144	1,128	1,026	1,089
Total	8,715	8,605	8,525	8,645	8,951

Grade 8	2	1	1	30	8
Grade 9	3,426	3,405	3,256	3,191	3,096
Grade 10	3,238	3,426	3,418	3,305	3,266
Grade 11	3,338	3,233	3,406	3,391	3,303
Grade 12	3,550	3,456	3,374	3,454	3,470
Ungraded	112	112	113	115	120
Total	13,666	13,633	13,568	13,486	13,263

Enrollment by Grade	2009-10	2010-11	2011-12	2012-13	2013-14
Kindergarten	1,063	1,121	1,118	1,119	1,107
Grade 1	1,180	1,074	1,108	1,085	1,096
Grade 2	1,063	1,117	1,036	1,089	1,061
Grade 3	1,063	1,047	1,085	1,032	1,087
Grade 4	1,032	1,050	1,046	1,091	1,047
Grade 5	1,026	1,036	1,053	1,039	1,096
Grade 6	969	1,005	1,025	1,033	1,048
Grade 7	999	946	993	1,004	1,005
Grade 8	922	999	958	985	997
Grade 9	986	936	1,000	970	1,000
Grade 10	960	970	946	1,007	955
Grade 11	969	932	936	901	966
Grade 12	1,039	967	924	943	936
Total	13,271	13,200	13,228	13,298	13,401

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On July 22, 2015, I served the:

> **Claimant Comments and Finance Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602 et al.
> California Code of Regulations, Title 5, Section 850 through 864, inclusive;
> (Register 2014, No. 30; Effective Date: July 23, 2014)
> Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 22, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 7/8/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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July 20, 2015
Commission on
State Mandates

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July 20, 2015

Exhibit K

Ms. Heather Halsey
Executive Director
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, California 95814

Re: California Assessment of Student Performance and Progress (CAASPP)
Test Claim 14-TC-01

Dear Ms. Halsey:

The Department of Finance (Finance) has reviewed the Commission's June 1, 2015 Draft Proposed Decision. While we concur that many of the code sections and regulations pled do not contain mandated activities, we disagree that costs incurred by local educational agencies from January 1, 2014 to June 30, 2014 were mandated by the state. Therefore, we respectfully assert that these costs are not reimbursable, for the following reasons:

- Chapter 489, Statutes of 2013, included a three-year period for local educational agencies to transition to computer-based assessments and specified that costs to administer the CAASPP be incurred up to the amount available for that purpose. Therefore, local educational agencies: (1) were not required to incur technology related costs in the first six months of this three-year transition period (from January 1, 2014 to June 30, 2014); and (2) were instructed to only incur costs from the funds available to administer the CAASPP.

- Chapter 20, Statutes of 2013, provided sufficient funds, as a matter of law, to cover any costs incurred by local educational agencies from January 1, 2014 to June 30, 2014 related to the state's testing system.

Chapter 489, Statutes of 2013, did not require local educational agencies to incur technology costs from January 1, 2014 to June 30, 2014 to implement the CAASPP. These statutes established the CAASPP system to *eventually* be administered exclusively on computers. However, local educational agencies are in complete compliance with the law by using the paper and pencil version of the CAASPP for the first three years it is administered. During this three year period, including from January 1, 2014 to June 30, 2014, administering the CAASPP on computers is optional. The following sections express clear intent that local educational agencies are not required to bear the financial burden of immediately implementing the CAASPP on computers before state funding is specifically provided for administering computer-based assessments:

Subdivision (e) of Education Code Section (ECS) 60640 reads:

"(e) The Superintendent shall make available a paper and pencil version of any computer-based MAPP assessment for use by pupils who are unable to access the

computer-based version of the assessment for a maximum of three years after a new operational test is first administered."

Paragraph (1) of subdivision (f) of ECS 60640 reads:

"(f)(1) From the funds available for that purpose, each local educational agency shall administer assessments to each of its pupils pursuant to subdivision (b)."

Chapter 489, Statutes of 2013, became effective January 1, 2014 and the CAASPP was first administered by local educational agencies as a practice test during the 2013-14 school year. Per subdivision (e) of ECS 60640, the Superintendent is required to offer a paper and pencil version of the assessment for local educational agencies that are unable to access the computer-based version until January 1, 2017. Further, statute prescribes that local educational agencies administer the CAASPP assessments from the funds available for that purpose. Therefore, any costs incurred by local educational agencies beyond what was provided for the purpose of administering CAASPP were voluntary and, therefore, should not be reimbursable.

If the Commission finds that local educational agencies were required to incur technology costs to administer the CAASPP on computers from January 1, 2014 to June 30, 2014, we argue that adequate funds were provided for this purpose by Chapter 20, Statutes of 2013.

Chapter 20, Statutes of 2013, provided sufficient funds, as a matter of law, to cover any costs incurred by local educational agencies from January 1, 2014 to June 30, 2014 related to the state's testing system. The following item, provision, and statutory appropriation of the 2013 Budget Act provided funding for local educational agencies to support costs for the CAASPP system:

Provision 1 of Item 6110-113-0001, which contains a $72.7 million General Fund local assistance appropriation for state assessments, reads:

"1. The funds appropriated in this item shall be for the pupil testing programs authorized by Chapter 3 (commencing with Section 48410) of Part 27 of Division 4 of Title 2 of the Education Code and ***Chapter 5 (commencing with Section 60600)***, Chapter 6 (commencing with Section 60800), Chapter 7 (commencing with Section 60810), and Chapter 9 (commencing with Section 60850) of Part 33 of Division 4 of Title 2 of the Education Code."

Section 85 of Chapter 48, Statutes of 2013, contains a $1.25 billion General Fund local assistance appropriation for local educational agencies. Paragraph (3) of subdivision (d) of this section, which specifies one of the allowable uses of these funds, reads:

"(3) Integration of these academic content standards through technology-based instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, ***expenditures necessary to support the administration of computer-based assessments*** and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments."

We disagree with the Commission staff finding that costs incurred between January 1, 2014 and June 30, 2014, to prepare for and administer the CAASPP via computers may be reimbursable. We assert that sufficient funding was provided in the 2013 Budget Act for these activities. Provision 1 of Item 6110-113-0001 explicitly references the statutes that were amended by

Chapter 489, Statutes of 2013 and, therefore, the $72.7 million appropriated in this item is explicitly provided to support the CAASPP. Further, the $1.25 billion appropriated by Section 85 of Chapter 48, Statutes of 2013, was available for these activities and, as asserted above, local educational agencies were required by statute to administer the CAASPP from funds available for that purpose.

If the Commission, despite our strong arguments above, finds that costs incurred by local educational agencies from January 1, 2014 to June 30, 2014 are reimbursable, we argue that the claimants have the burden to show that any costs cited were incurred solely to accommodate the CAASPP, and would not have otherwise been incurred had Chapter 489, Statutes of 2013, not passed.

Local educational agencies submitting claims should be required to: (1) demonstrate that technology related costs incurred were solely for the purpose of administering the CAASPP; and (2) provide evidence documenting a series of fiscal actions that were in response to the creation of the CAASPP and beyond what was already adopted in their 2013-14 local budgets.

Specifically, the claimants are seeking reimbursement for purchasing student devices, software, testing furniture, bandwidth improvements, and computer and tablet accessories, such as ear buds, mice, and keyboards. The claimants are also seeking reimbursement for staff training on the operation of the new devices purchased. If the claimants cannot clearly demonstrate that the items purchased are being used solely for the CAASPP, and do not exceed the minimum technological needs therein after making all other reasonable accommodations, we believe that the costs should not be reimbursable.

Further, the claimants may be seeking reimbursement for purchases that were already planned and would have been made regardless of the creation of the CAASPP. Per ECS 42127, governing boards of school districts must adopt their local budgets no later than July 1 of each year, with the budget and supporting data available for public review. For the 2013-14 fiscal year, county offices of education were required to approve, conditionally approve, or disapprove a school district's budget no later than August 15, 2013. School district budgets that were conditionally approved or disapproved were required to be revised and approved by the county offices of education no later than October 8, 2013. For the 2013-14 fiscal year, each of these school district budget deadlines were prior to the implementation of Chapter 489, Statutes of 2013. If the claimants cannot clearly demonstrate that the items purchased were added as an amendment to their budgets (and in response to passage of Chapter 489, Statutes of 2013), we believe such purchases would have been made even if the CAASPP was not established, and therefore, the costs should not be reimbursable.

If you have any questions regarding this letter, please contact Ian Johnson, Principal Program Budget Analyst for the Department of Finance, at (916) 445-0328.

Sincerely,

THOMAS TODD
Assistant Program Budget Manager

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On July 22, 2015, I served the:

> **Claimant Comments and Finance Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*, 14-TC-01
> Education Code Sections 60602 et al.
> California Code of Regulations, Title 5, Section 850 through 864, inclusive;
> (Register 2014, No. 30; Effective Date: July 23, 2014)
> Santa Ana Unified School District, Porterville Unified School District, Plumas County Office of Education, Plumas Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 22, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 7/8/15

Claim Number: 14-TC-01

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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November 13, 2015

Mr. Arthur Palkowitz
Stutz Artiano Shinoff & Holtz
2488 Historic Decatur Road, Suite 200
San Diego, CA 92106

And Parties, Interested Parties, and Interested Persons (See Mailing List)

Re: **Draft Proposed Decision, Schedule for Comments, and Notice of Hearing**
California Assessment of Student Performance and Progress (CAASPP),
14-TC-01 and 14-TC-04
Education Code Sections 60602 et al.
Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, Vallejo City Unified School District, Claimants

Dear Mr. Palkowitz:

The draft proposed decision for the above-named matter is enclosed for review and comment.

Written Comments

Written comments may be filed on the draft proposed decision by **December 4, 2015**. You are advised that comments filed with the Commission are required to be simultaneously served on the other interested parties on the mailing list, and to be accompanied by a proof of service. However, this requirement may also be satisfied by electronically filing your documents. Please see http://www.csm.ca.gov/dropbox.shtml on the Commission's website for instructions on electronic filing. (Cal. Code Regs., tit. 2, § 1181.3.)

If you would like to request an extension of time to file comments, please refer to section 1187.9(a) of the Commission's regulations.

Hearing

This matter is set for hearing on **Friday, January 22, 2016**, at 10:00 a.m., State Capitol, Room 447, Sacramento, California. The proposed decision will be issued on or about January 8, 2016. Please let us know in advance if you or a representative of your agency will testify at the hearing, and if other witnesses will appear. If you would like to request postponement of the hearing, please refer to section 1187.9(b) of the Commission's regulations.

Sincerely,

Heather Halsey
Executive Director

J:\MANDATES\2014\TC\14-TC-01 and 14-TC-04 CAASPP\Correspondence\draft pd consolidated transmittal.docx

ITEM __

TEST CLAIM

DRAFT PROPOSED DECISION

Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, and 99301; as added or amended by Statutes 2013, Chapter 489[1] (AB 484); Statutes 2014, Chapter 32 (SB 858); Statutes 2014, Chapter 327 (AB 1599)

California Code of Regulations, Title 5, Sections 850-864 as added or amended by Register 2014, Nos. 30 and 35

California Assessment of Student Performance and Progress (CAASPP)

14-TC-01

Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

AND

California Code of Regulations, Title 5, Sections 850-864 as added or amended by Register 2014, No. 6

California Assessment of Student Performance and Progress (CAASPP)

14-TC-04

Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, and Santa Ana Unified School District, Claimants

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EXECUTIVE SUMMARY

Overview

This consolidated test claim alleges reimbursable costs mandated by the state for school districts to administer statewide academic assessments to students in accordance with the requirements of Statutes 2013, chapter 489 (AB 484); Statutes 2014, chapter 32 (SB 858); Statutes 2014, chapter 327 (AB 1599); and title 5 of the California Code of Regulations,[2] sections 850-864, as amended by Register 2014, Nos. 6, 30, and 35. As the analysis herein explains, many of the code sections and regulations pled do not contain any mandatory or directory language, or mandate actions

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[1] This statute was pled as "Statutes 2013-2014, Chapter 489 (AB 484)" in the test claim. However, it was chaptered by the Secretary of State and is later referred to by the Legislature, in the state budget as "Statutes 2013, chapter 489." Therefore, this analysis will refer to it as "Statutes 2013, chapter 489."

[2] Unless otherwise indicated, all following references to regulations will be to California Code of Regulations, title 5.

only by state-level entities such as the Superintendent of Public Instruction or the State Board of Education. Several more of the code sections pled make only clarifying changes, and do not impose new activities on local government. And, while some of the code and regulatory sections added or amended do impose activities on local government that were not required under prior law, the analysis concludes that school districts may have incurred increased costs mandated by the state only during fiscal year 2013-2014; beginning July 1, 2014 there are no costs mandated by the state, because the state has provided funding which is specifically intended to cover the costs of the mandate, and, absent evidence to the contrary, is sufficient as a matter of law to cover the costs of the mandate.

Procedural History

Test claim 14-TC-01 was filed with the Commission on State Mandates (Commission) on December 23, 2014,[3] and deemed complete and issued for comment on January 2, 2015. On January 28, 2015, the Department of Finance (Finance) requested an extension of time to comment on the test claim, which was granted for good cause.

On February 13, 2015, Finance filed written comments on 14-TC-01.[4] Between February 12, 2015, and February 24, 2015, the following local governments filed comments on 14-TC-01: Orange County Board of Education; Visalia Unified School District; Tulare Joint Union High School District; Santa Rosa City Schools; San Lorenzo Valley Unified School District; Del Norte County Office of Education; Cupertino Union School District; Belmont-Redwood Shores School District; Santa Cruz City Schools; and Moreno Valley Unified School District.[5] And, on February 12, 2015, Vallejo City Unified School District submitted a request to be joined as a claimant in 14-TC-01,[6] which was granted and noticed on February 18, 2015.[7] On March 13, 2015, the claimants filed rebuttal comments,[8] and the California Educational Technology Professionals Association filed comments on 14-TC-01.[9] On March 17, 2015, claimants filed an amendment to 14-TC-01, which was deemed incomplete. On March 27, 2015, claimants cured the filing, and the amendment was deemed complete, and deemed to replace the December 23, 2014 test claim filing.[10] On April 27, 2015, Finance filed late comments in answer to claimants'

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[3] Exhibit A, Amended Test Claim 14-TC-01. Note that this document is in fact the test claim as amended March 25, 2015, which has replaced the original filing. Based upon the filing date of December 23, 2014, the potential period of reimbursement begins July 1, 2013. However, since the effective dates of the test claims and regulations are later dates, the potential period of reimbursement begins on the effective date of the statute or regulation that imposes a state-mandate.

[4] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015.

[5] Exhibit E, Interested Parties and Persons Comments.

[6] Exhibit C, Vallejo City Unified School District Request to Join Test Claim and Declarations.

[7] Exhibit X, Notice of Addition of Co-Claimant.

[8] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015.

[9] Exhibit E, Interested Parties and Persons' Comments.

[10] Exhibit X, Notice of Complete Test Claim Filing.

rebuttal comments on the original test claim filing.[11] On May 11, 2015, claimants filed additional late rebuttal comments.[12]

On June 1, 2015, Commission staff issued the draft proposed decision on 14-TC-01.[13] On June 16, 2015, Finance submitted a request for an extension of time to comment and postponement of the hearing, which was denied for failure to state good cause. On June 19, 2015, Finance submitted a second request for an extension of time and postponement of the hearing, which was approved for good cause shown. On July 20, 2015, the claimants and Finance submitted comments on the draft proposed decision.[14]

On June 26, 2015, claimants filed 14-TC-04. On August 14, 2015, 14-TC-04 was deemed complete and consolidated with 14-TC-01 and the consolidated claim was named "CAASPP."[15] No party or interested party filed comments on 14-TC-04. On August 20, 2015, claimants requested a postponement of hearing from the December 3, 2015 hearing date to January 22, 2016, which was granted for good cause shown.

On November 13, 2015, Commission staff issued the draft proposed decision for the consolidated test claim.

Commission Responsibilities

Under article XIII B, section 6 of the California Constitution, local agencies and school districts are entitled to reimbursement for the costs of state-mandated new programs or higher levels of service. In order for local government to be eligible for reimbursement, one or more similarly situated local agencies or school districts must file a test claim with the Commission. "Test claim" means the first claim filed with the Commission alleging that a particular statute or executive order imposes costs mandated by the state. Test claims function similarly to class actions and all members of the class have the opportunity to participate in the test claim process and all are bound by the final decision of the Commission for purposes of that test claim.

The Commission is the quasi-judicial body vested with exclusive authority to adjudicate disputes over the existence of state-mandated programs within the meaning of article XIII B, section 6. In making its decisions, the Commission cannot apply article XIII B as an "equitable remedy to cure the perceived unfairness resulting from political decisions on funding priorities."[16]

Claims

The following chart provides a brief summary of the claims and issues raised and staff's recommendation.

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[11] Exhibit G, Finance's Late Comments on 14-TC-01, filed April 27, 2015.

[12] Exhibit H, Claimants' Late Rebuttal on 14-TC-01, filed May 11, 2015.

[13] Exhibit I, Draft Proposed Decision on 14-TC-01.

[14] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01; Exhibit K, Finance's Comments on Draft Proposed Decision on 14-TC-01.

[15] Exhibit B, Test Claim 14-TC-04.

[16] *City of San Jose v. State of California* (1996) 45 Cal.App.4th 1802.

Subject	Description	Staff Recommendation
Education Code sections 60602; 60602.5; 60603; 60611, as added or amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327; California Code of Regulations, title 5, sections 850; 862.5, as amended by Register 2014, Nos. 6, 30, and 35.	Education Code sections 60602 and Section 60602.5, state the intent of the Legislature to provide statewide testing. Education Code section 60603 provides definitions of key terms "[a]s used in this chapter," including, but not limited to, "achievement test," "computer-based assessment," "field test," and "local educational agency." Education Code section 60611 states that a local educational agency (LEA), including its staff, shall not carry on any program for the sole purpose of test preparation of pupils for the statewide pupil assessment system. Section 850 of the regulations is also a definitional section, providing for "accommodations," "achievement tests," and more. Section 862.5 of the regulations provides for funding to be apportioned to each LEA based on the number of pupils.	*Deny* – Education Code sections 60602 and 60602.5, as added or amended, contain only Legislative intent language. Education Code section 60603 and section 850 of the regulations, as amended, are definitional; Education Code section 60611 is prohibitive; section 862.5 of the regulations provides for funding for the program to be apportioned to each LEA; none of these sections contain any mandatory language.
Education Code sections 60604; 60612; 60642.6; 60643; 60643.6; 60648; 60648.5; 60649; and 60810, as added or amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327.	Sections 60604, 60612, 60642.6, 60648, 60648.5, 60649, and 60810, to the extent they contain any mandatory or directory language, are directed toward the Superintendent of Public Instruction, the State Board of Education, or the California Department of Education (CDE). Section 60643 provides the requirements of contracts entered into between the California Department of Education and "the contractor or contractors of the achievement	*Deny* – Sections 60604, 60612, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, and 60810 impose new activities only on state entities and the contractor, rather than local governments.

	tests provided for in Section 60640." Section 60643.6 provides that an LEA shall be reimbursed by the contractor for any unexpected expenses incurred due to scheduling changes that resulted from the late delivery of testing materials.	
Education Code sections 60607; 60610; 60641; 99300; and 99301, as added or amended by Statutes 2013, chapter 489, and Statutes 2014, chapter 327; California Code of Regulations, title 5, sections 851, 853.5, 853.7, 855, 859, 862, and 863, as amended by Register 2014, Nos. 6, 30, and 35.	Section 60607 replaces "STAR" with "CAASPP." Section 60610 and section 60641 are amended to expressly include charter schools in statewide testing. Section 99300 and 99301 were amended to clarify that CAASPP replaces STAR, with respect to the Early Assessment Program. Section 851 of the regulations provides for the timing of the CAASPP tests, and expressly includes charter schools. Sections 853.5 and 853.7 of the regulations provide for universal tools and designated supports, which "shall be permitted" to students taking the CAASPP, and accommodations, which are required by a pupil's Individualized Education Program (IEP) or Section 504 plan. Section 855 of the regulations describes the timing of the CAASPP tests. Section 859 of the regulations provides for a CAASPP Test Security Agreement and CAASPP Test Security Affidavit, and describes the persons required to agree to and sign these documents.	*Deny* – Education Code sections 60607; 60610; 60641; 99300; and 99301, as amended, and California Code of Regulations, title 5, sections 851, 853.5, 853.7, 855, 859, 862, and 863, as amended by Register 2014, Nos. 6, 30, and 35, involve only clarifying or consistency changes, and do not impose any new requirements on school districts.

	Section 862 of the regulations provides for the annual apportionment information report, including certain data, to be made available to school districts. Section 863 of the regulations provides for CAASPP pupil reports to be shared with parents.	
Education Code section 60640, as amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 32, and California Code of Regulations, title 5, sections 853 and 857 as amended by Register 2014, No. 35.	Education Code section 60640 describes the contents of the CAASPP. Section 853, as amended by Register 2014, No. 35, states that the primary mode of administration of the CAASPP shall be via computer, and section 857 requires the LEA CAASPP coordinator to ensure current and ongoing compliance with the minimum technology requirements identified by the Smarter Balanced Assessment Consortium.	*Partially Approve* – The test claim statutes and regulations require that the new CAASPP assessments shall be administered on computers. Staff finds that school districts are mandated by the state to prepare for and administer the CAASPP via computers, including, as necessary, the purchase of hardware, software, or peripherals, and technology infrastructure improvements. However, beginning July 1, 2014, substantial new funding is provided in the state budget that is specifically intended to fund the costs of the mandated program in an amount sufficient as a matter of law to fund the costs of the program. Additionally, from January 1, 2014 to June 30, 2014, there is funding provided in the state budget that may be used for the program, but it is not required to pay for the mandated activities. Therefore, staff finds state-mandated reimbursable costs incurred between January 1, 2014 and June 30, 2014 to prepare for and administer the CAASPP via computers, including, as necessary, the purchase of hardware, software, or peripherals, and technology

		infrastructure improvements, may be reimbursable to the extent LEAs utilize general revenue-limited funds to pay for those incurred costs.
Code of Regulations, title 5, sections 852, 853, 857, 858, 861, and 864, as amended by Register 2014, Nos. 6, 30, and 35.	These sections, as amended, provide for reporting and informational requirements pertaining to the CAASPP tests; ensuring test preparation and security; and require compliance with instructions or manuals provided by the CAASPP contractor.	*Partially Approve* – Several activities required by these regulatory sections are new, as compared with prior law. Specifically, staff finds that school districts are mandated by the state to: • Beginning February 3, 2014, notify parents or guardians each year of their pupil's participation in the CAASPP assessment system, including notification that notwithstanding any other provision of law, a parent's or guardian's written request to excuse his or her child from any or all parts of the CAASPP assessments shall be granted. • Beginning February 3, 2014, score and transmit the CAASPP tests in accordance with manuals or other instructions provided by the contractor or CDE. • Beginning February 3, 2014, identify pupils unable to access the computer-based version of the CAASPP tests; and report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test. • Beginning February 3, 2014, report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards pursuant to Education Code section 60644.

		• Beginning February 3, 2014, comply with any and all requests from CAASPP contractors, and abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are provided for training or provided for in the administration of a CAASPP test. However, there is additional funding available beginning July 1, 2014, which is specifically intended to fund the costs of the mandated program in an amount sufficient as a matter of law to fund the costs of the program. Therefore, staff finds state-mandated costs incurred between February 3, 2014 and June 30, 2014 only are reimbursable.

Analysis

A. Many of the Code Sections and Regulations Pled Do Not Contain Mandatory or Directory Language; Do Not Impose Any Activities on Local Government; or Are Not New, and Thus, Do Not Mandate a New Program or Higher Level of Service Within the Meaning of Article XIII B, Section 6 of the California Constitution.

1. Education Code sections 60602, 60602.5, 60603, and 60604, 60611, 60612, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, and 60810; and California Code of Regulations, title 5, sections 850 and 862.5, do not contain any mandatory or directory provisions, or are directed toward state entities or other actors, and therefore do not impose any mandated activities on local government.

Education Code sections 60602, 60602.5, 60603, and 60604, 60611, 60612, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, and 60810; and sections 850 and 862.5 of the regulations, do not impose any required activities on local government. These sections state the Legislature's intent to provide a system of individual assessment of pupils, define terms of the CAASPP program, and provide for the apportionment of funds for the program; or, are directed to state agencies. Although these code sections and regulations provide background and help explain the scope of the program, they do not, themselves, impose any required activities on local school districts.

2. Education Code sections 60607, 60610, 60641, 99300, and 99301 as added or amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 327, and California Code of Regulations, title 5, sections 851, 853.5, 853.7, 855, 859, 862, and 863 as amended by Register 2014, Nos. 6, 30, and 35 do not impose any new activities or costs on school districts.

In *Lucia Mar*, the Court held a mandated activity must be new when compared with the legal requirements in effect immediately before the enactment of the test claim statute or executive order, to impose a new program or higher level of service.[17]

Here, the requirements of sections 60607, 60610, 60641, 99300, 99301, and sections 851, 853.5, 853.7, 855, 859, 862, and 863 of the regulations do not impose new activities on school districts.

a) Education Code section 60607, regarding the inclusion of the CAASPP results in a pupil's permanent school record, does not impose new requirements.

Section 60607, as amended, is substantially the same as the former section, with only minor, non-substantive changes. The only change to subdivision (a) is the replacement of "STAR" with "MAPP." Other changes include substituting "local educational agencies" for "schools" in subdivision (b), and "MAPP" for "statewide pupil assessment program" in subdivision (b), and "California Standards Test" in subdivision (c).[18] In each case "MAPP" was then amended to "CAASPP" by Statutes 2014, chapter 327.[19] These changes are non-substantive in nature; subdivision (a) requires that schools or school districts must maintain each pupil's "individual record of accomplishment," but prior section 60607 imposed the same requirement.[20]

b) Education Code sections 60610 and 60641 do not impose new requirements.

Sections 60610 and 60641, and California Code of Regulations, title 5, section 851, as amended, expressly include charter schools in a school district's testing program, and make other clarifying changes that are not new, with respect to prior law. These changes do not impose new activities on local government.

c) Education Code sections 99300 and 99301, regarding the Early Assessment Program and the provision of the CAASPP results to the Chancellor of the Community Colleges, do not impose any new requirements on school districts.

Sections 99300 and 99301, as amended, make clarifying changes to the Early Assessment Program that do not impose any new activities on local government. Section 99300 does not contain any mandatory or directory language aimed at local government, and primarily states the intent of the Legislature with respect to the EAP. Amended section 99301 replaces "the California Standards Test (CST) and the augmented CST" with "grade 11 assessment" or "assessment" or "assessment referenced in Section 60641," in accordance with section 99300, discussed above. The amendment makes no substantive change to the requirement to provide results to the Chancellor, or to participating community college districts' requirements to use the assessments to provide diagnostic advice or for placement purposes. Therefore, this requirement, though now applicable to a successor academic achievement test, is not new.

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[17] *Lucia Mar Unified School District v. Honig* (1988) 44 Cal.3d 830, 835.

[18] Education Code section 60640 (Stats. 2013, ch. 489).

[19] Education Code section 60640 (Stats. 2014, ch. 327).

[20] Compare Education Code section 60607(a) (Stats. 2004, ch. 233) with Education Code section 60607(a) (Stats. 2013, ch. 489; Stats. 2014, ch. 327).

d) California Code of Regulations, title 5, section 851, as amended by the test claim regulations addresses general pupil testing requirements and prohibitions, and does not impose any new requirements on school districts.

Section 851 of the regulations generally requires LEAs to administer the assessments to each of its pupils within a specified window of time, and to make arrangements for testing pupils in alternative education programs or programs conducted off campus. As amended by the test claim regulations, section 851 now refers to "LEAs" instead of "school districts" and states that LEAs "*may administer* the primary language test pursuant to Education Code section 60640…"[21] In addition, the amended section expressly includes charter schools in an LEA's testing schedule, but charter schools were already required to participate in statewide testing under prior law.[22]

These changes do not result in any new mandated activities. Nearly all changes to section 851 are non-substantive, and in fact, make the primary language test, which was formerly mandatory, permissive.

e) California Code of Regulations, title 5, sections 853.5 and 853.7, as added and amended by the test claim regulations, address universal tools, designated supports, and accommodations for pupils taking the CAASPP, and do not impose any new requirements on school districts.

As amended by the test claim regulations, sections 853.5, and 853.7, for English learners, provide for the use of both "embedded" and "non-embedded" testing aids, called "universal tools, designated supports, and accommodations." "Embedded" means a resource, whether a universal tool, designated support, or an accommodation, that is part of the assessment technology platform for the computer-based CAASPP tests.[23,24] In other words, an embedded support is by definition built into the computer-based tests, or the computers themselves that are used for testing, and therefore the provisions in section 853.5(a), (c), and (e), requiring embedded universal tools, designated supports, and accommodations, respectively, do not require any activity of school districts, other than providing a computing device and the use of an assessment technology platform as required by Education Code section 60640, which is discussed below.

"Non-embedded" means a resource that is *not* part of the technology platform for the computer-based CAASPP tests, and "universal tools" means that those resources are available to all pupils.[25] The plain language of sections 853.5(b) and (d), however, describing non-embedded universal tools, and non-embedded designated supports, states that "all pupils *shall be permitted* the following..." The language does not require a school district "to provide" these materials, as

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[21] California Code of Regulations, title 5, section 851 (Register 2014, No. 35).

[22] Education Code section 60640, as last amended by Statutes 2009-2010, chapter 2 (5th Ex Sess.); Education Code section 47605, as last amended by Statutes 2008, chapter 179.

[23] California Code of Regulations, title 5, section 850(m).

[24] Exhibit X, Matrix entitled "Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2014–15," revised March 12, 2015.

[25] California Code of Regulations, title 5, section 850(aa) and (q).

it does in subdivision (f) for non-embedded accommodations. Thus, the plain language of this regulation does not require school districts to incur any new costs to provide, furnish, or supply these materials. Additionally, "designated supports" are "resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators or specified in a pupil's IEP or Section 504 plan." [26] Permitting a pupil to use a non-embedded designated support that is already used regularly in the classroom is not new. Accordingly, staff finds that section 853.5(b) and (d), as amended by the test claim regulations, does not require school districts to incur any new costs.

Section 853.5(f), as amended by the test claim regulations, requires the school district "to provide" certain non-embedded accommodations on the CAASPP tests when specified in a pupil's IEP or Section 504 plan. "Accommodations" means "resources documented in a pupil's IEP or Section 504 Plan which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment and that cannot fundamentally alter the comparability of scores."[27]

Under existing state and federal law, pupils with disabilities are guaranteed the right to receive a free and appropriate public education, including special education and related services that are identified in the pupil's IEP.[28] Federal law, in the No Child Left Behind Act (NCLB), also requires that all students participate in the standardized assessments, and that "the reasonable adaptations and accommodations for students with disabilities … necessary to measure the academic achievement of such students relative to State academic content and State student academic achievement standards" shall be provided.[29] And, under prior state law, former Education Code section 60604 required that individuals with exceptional needs "shall be included in the testing requirement [of the STAR exam]. . . with appropriate accommodations in administration, where necessary. . . ."[30] Thus, providing a non-embedded accommodation to a pupil with a disability does not require a school district to provide a new resource or cost, when the resource is already required by the pupil's IEP.

Section 853.5(g), as amended, provides that an LEA may submit a request in writing to the CDE prior to the administration of a CAASPP test for approval for the use of an individualized aid. However, the authorization to request an accommodation that is already provided in the IEP or 504 Plan is not new. Prior law also provided that if a variation was not listed in the regulation,

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[26] California Code of Regulations, title 5, section 850(k) (Register 2014, No. 35).

[27] California Code of Regulations, title 5, section 850(a).

[28] 20 United State Code section 1400(d); 34 Code of Federal Regulations, sections 300.340–300.350; Education Code section 56000 et seq.

[29] 20 United States Code section 6311(b)(3)(C)(ix).

[30] Former Education Code section 60640, as amended by Statutes 2009-2010, 5th Ex. Sess., chapter 2.

the school district or pupil's IEP team may submit to the CDE for review of the proposed variation.[31]

Register 2014, No. 35 restated the substance of section 853.5(c) and (d), describing embedded and non-embedded designated supports, in new section 853.7, which applies exclusively to English learner pupils.[32] Section 853.7 continues the requirements of section 853.5, as amended by Register 2014, No. 6, without interruption and therefore no new activities are imposed.

f) California Code of Regulations, title 5, section 855, as amended by the test claim regulations, describes the timing of the CAASPP tests, and does not impose any new requirements on school districts.

As amended by Register 2014, No. 6, section 855 provides for the testing window for the 2013-2014 CAASPP field test, described below, and for the CST, CMA, and CAPA. Although section 855 contains mandatory language ("shall administer" and "shall be administered"), reading the section in context, it does not itself mandate providing the tests. Moreover, prior section 855 also described the timing of the various tests required under the STAR program. Therefore, no new requirements or activities are imposed by the amendments to section 855.

g) California Code of Regulations, title 5, section 859, as amended by the test claim regulations, addresses the security agreement and affidavit for the CAASPP tests, and does not impose any new requirements on school districts.

Section 859 provides for a CAASPP Test Security Agreement and CAASPP Test Security Affidavit, and requires that certain individuals agree to and sign the agreement and the affidavit, as applicable. Much of the content, and the persons required to sign, are substantially the same as the STAR Test Security Agreement and STAR Test Security Affidavit, provided for under the prior section, except that amended section 859 contains certain provisions more applicable to electronic media than paper tests. However, the activity required of school districts is to ensure that all coordinators, examiners, translators, proctors, and scribes agree to and sign the security agreement or affidavit, as specified. The changes to the content of the agreement do not alter the scope of the activity required. Therefore, amended section 859 does not impose any new activities on local government.

h) California Code of Regulations, title 5, section 862, as amended by the test claim regulations, governs the apportionment information report, and does not impose any new requirements on school districts.

Prior section 862 provides for an annual apportionment information report, including certain information about the number of pupils enrolled and tested and the number of pupils administered any portion of the CAASPP using paper and pencil assessments, and the number of pupils administered a diagnostic assessment pursuant to Education Code section 60644. As amended, section 862 requires the LEA CAASPP coordinator to certify the accuracy of the

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[31] Former California Code of Regulations, title 5, section 853.5(f) (Register 2011, No. 15).

[32] Compare California Code of Regulations, title 5, section 853.5 (Register 2014, No. 30) with California Code of Regulations, title 5, section 853.5 (Register 2014, No. 35). See also California Code of Regulations, title 5, section 853.7 (Register 2014, No. 35); Exhibit X, CAASPP Final Statement of Reasons, page 2.

apportionment information report, rather than the district superintendent, as provided under prior law.[33] Though the person certifying has changed, there are no new requirements imposed on school districts by section 862, as amended.

i) California Code of Regulations, title 5, section 863, as amended by the test claim regulations, addresses CAASPP pupil reports and cumulative record labels, and does not impose any new activities on school districts.

Code of Regulations, section 863, as amended, changes "school district" to "LEA", and requires an LEA to "forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each pupil's parent or guardian within 20 working days," and states that schools are responsible for "maintaining pupil's scores with the pupil's permanent school records…" and "forwarding or transmitting" the results to schools to which pupils matriculate or transfer.[34] These are clarifying and consistency changes, and do not alter the scope of activities required of the schools and school districts. Therefore, there are no new required activities imposed by this amended section.

B. Education Code Section 60640 and Sections 852, 853, 857, 858, 861, and 864 of the Title 5 Regulations, as Amended by the Test Claim Statutes and Regulations, Require School Districts to Perform Some New Activities That Were Not Required Under Prior Law.

1. Education Code section 60640, as amended by Statutes 2013, chapter 489, beginning January 1, 2014, and interpreted in light of the implementing regulations imposes a new requirement to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.

Section 60640, as amended, replaces the STAR exam with CAASPP, beginning in the 2013-2014 school year. Grades 2, 9, and 10 are no longer required to take the annual assessments previously required,[35] and the California Modified Assessment is no longer necessary with the appropriate "universal tools" and "designated supports" available within the computer adaptive Smarter Balanced tests.[36] For the 2013-2014 school year, the Smarter Balanced assessments in English language arts and mathematics "shall be a field test only," meaning that the results will not be used for state and federal accountability purposes.[37] The full administration of the CAASPP test began in Spring 2015.[38]

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[33] California Code of Regulations, title 5, section 862 (Register 2014, No. 6.).

[34] California Code of Regulations, title 5, section 863 (Register 2014, No. 6.).

[35] Assembly Third Reading, AB 484, as amended May 24, 2013.

[36] See Exhibit X, CMA Pilot Test, California Department of Education.

[37] Education Code section 60640(b) (Stats. 2013, ch. 489; Stats. 2014, ch. 32).

[38] Exhibit X, Field Test – Smarter Balanced Assessment Consortium; Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 12.

a) Many of the plain-language requirements in section 60640, as amended by the test claim statutes, are not new, or require a lower level of service when compared to prior law.

Many of the requirements in section 60640, as amended, are not new or require a lower level of service. For example, the requirement *to administer a statewide assessment* pursuant to section 60640(b), (f), (g), and (k) is no different from that under prior law, and in fact represents a lower level of service. The subject matter of the assessments under the prior law is substantively the same as under CAASPP, but because pupils in grades 2, 9, and 10 are no longer required to participate in the English and mathematics assessments, the number of pupils required to be assessed under sections 60640(f) and 60640(b) is fewer than that required under former sections 60640 and 60642.5.[39] Moreover, section 60640(b)(1)(B) explains that "[i]n the 2013-14 school year, the consortium summative assessment in English language arts and mathematics *shall be a field test only*…" The field test is not intended to include all of the otherwise-applicable components of the assessments, and indeed the field test was implemented in that manner.[40] Therefore, the requirements of section 60640 for the 2013-2014 school year to administer the field test assessments to all eligible pupils are a lower level of service, and not new, *except with respect* to the use of computers, as discussed below.

b) LEAs are newly required, however, to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.

Notwithstanding that the general requirements of 60640 to administer the tests are not new, there is a new requirement inherent in the administration of the new CAASPP tests via computer, which is best understood when interpreted in light of sections 850, 853, and 853.5 of the implementing regulations.[41] The Assembly Appropriations Committee explains that "these assessments are designed to be online and computer adaptive as opposed to the paper - and - pencil STAR assessments currently administered to pupils."[42]

Additionally, the definitions found in section 60603 and section 850 of the regulations, demonstrate the Legislature's intent that the new assessments are to be computer-based, and

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[39] Compare former Education Code section 60640(b) (Stats. 2009-2010, 5th Ex. Sess., ch. 2) with Education Code section 60642.5 (Stats. 2008, ch. 752). See also, former Education Code section 60603 (Stats. 2004, ch. 233).

[40] Education Code section 60640(f)(2) (Stats. 2013, ch. 489); Education Code section 60603 (Stats. 2013, ch. 489). See also, Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, pages 16; 41; Smarter Balanced Field Test Questions and Answers, page 1.

[41] California Code of Regulations, title 5, section 850, 853, 853.5, and 857 are evaluated independently elsewhere in this analysis; these sections are discussed here only to the extent that they help to elucidate the requirements of section 60640 with respect to the acquisition and ongoing maintenance of adequate minimum technology requirements to administer the CAASPP.

[42] Exhibit X, AB 484, Appropriations Committee Analysis, page 1.

section 853 of the regulations, as amended by Register 2014, No. 35, states that the "primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine."[43] And, the LEA CAASPP coordinator is required by section 857 of the regulations to "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractors."[44]

Therefore, staff finds that Education Code section 60640, as amended by Statutes 2013, chapter 489, beginning January 1, 2014, and interpreted in light of sections 850, 853, 853.5, and 857 of the regulations, imposes a new requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.

2. **California Code of Regulations, title 5, section 852, as amended by Register 2014, No. 6, imposes a new requirement on school districts to provide an annual parental notification of CAASPP testing containing information about the test and information on the right to request an exemption from testing for their child.**

Prior section 852 of the regulations provided for a parental exemption from the annual statewide testing.[45] These provisions have remained, with clarifying changes, but as amended by the test claim regulations, section 852 now also requires school districts to *notify parents each year* of their pupil's participation in the CAASPP testing, and that notification must include "a notice of the provisions outlined in Education Code section 60615" pertaining to a parental exemption request.[46]

Staff finds that section 852, as amended, requires school districts, beginning February 3, 2014, to notify parents or guardians each year of their pupil's participation in the CAASPP assessment system, including notification that notwithstanding any other provision of law, a parent's or guardian's written request to exempt his or her child from any or all parts of the CAASPP assessments shall be granted.

3. **California Code of Regulations, title 5, section 853, as amended by Register 2014, Nos. 6, 30, and 35, imposes a new requirement on school districts to score and transmit the CAASPP tests in accordance with the manuals or other instructions provided by the contractor or CDE, and to identify pupils, if applicable, who are unable to access the computer-based version of the test.**

Prior section 853 provided that the STAR tests shall be administered and returned by school districts in accordance with the manuals or other instructions provided by the contractor, including instructions for administering the test with variations, accommodations, and modifications. As amended by Register 2014, No. 6, effective February 3, 2014, the section now

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[43] California Code of Regulations, title 5, section 853(b) (Register 2014, No. 35).

[44] California Code of Regulations, title 5, section 857 (Register 2014, No. 6).

[45] See Exhibit X, February Emergency Regulations, page 12.

[46] California Code of Regulations, title 5, section 852(a-b).

requires that the CAASPP tests be "administered, scored, transmitted, and/or returned" by "LEAs" (replacing "school districts") in accordance with the instructions provided by the contractor "or CDE." The amended section also provides that "an LEA *may utilize* a paper-pencil version of any [computer based test (CBT)] of the CAASPP assessment system… if the LEA identifies the pupils that are unable to access the CBT version of the test."[47]

Staff finds that section 853 imposes new requirements on school districts to score and transmit the tests in accordance with manuals and instructions provided by the contractor or CDE. The prior regulation did not require school districts to score and transmit the tests to the contractor or CDE.

4. **California Code of Regulations, title 5, section 857, as amended by Register 2014, Nos. 6 and 35, impose new requirements on the school districts and LEA CAASPP coordinators to identify pupils unable to access the computer-based version of the CAASPP tests; report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test; ensure current and ongoing compliance with the minimum technology specifications; and to ensure the training, required for the new computer based assessment, of test site coordinators who will oversee the test administration at each school site.**

Section 857, as amended by the test claim regulations, is not substantially different from prior law, with respect to designating an LEA CAASPP coordinator to serve as the LEA representative and liaison between the LEA and the contractor and between the LEA and CDE for all matters relating to CAASPP. These activities are identical to those imposed by former section 857(a) on the district STAR coordinator under prior law.[48] However, as amended by the test claim regulations, section 857(a) requires the superintendent of each school district to identify pupils unable to access the computer-based version of the CAASPP tests; and to report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test.[49] These requirements were not imposed by prior law and are new. In addition, section 857(c) and (d) requires the CAASPP coordinator to "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium." These activities are newly required.

Accordingly, staff finds that section 857, as amended by Register 2014, Nos. 6, 30, and 35, beginning February 3, 2014, requires school district superintendents to identify pupils unable to access the computer-based version of the CAASPP tests and to report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test. The regulation also requires the LEA CAASPP coordinator to "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium."

5. **California Code of Regulations, title 5, section 858, as amended by Register 2014, Nos. 6 and 35 imposes new requirements on school district CAASPP test site coordinators to be responsible for ensuring that all designated supports, accommodations, and individualized aids are entered into the registration**

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[47] California Code of Regulations, title 5, section 853 (Register 2014, No. 6).

[48] Register 2011, No. 15.

[49] California Code of Regulations, title 5, section 857(a) (Register 2014, No. 6).

system, and to be responsible for the training required for the new computer-based assessment of test examiners, translators, proctors, and scribes.

The activities of designating a CAASPP test site coordinator, and the duties imposed on that person, are not new; a STAR test site coordinator was required under prior law, with similar duties and scope of responsibility.

However, a new activity is imposed by section 858(d), as amended by Register 2014, No. 35 beginning August 27, 2014, to provide that the CAASPP test site coordinator "shall be responsible for ensuring that all designated supports, accommodations and individualized aids are entered into the registration system . . . ." This activity was not required under prior law.

6. **California Code of Regulations, title 5, section 861, as amended by Register 2014, No. 6 imposes a new requirement on school districts to report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards.**

As amended by Register 2014, No. 6, section 861(a) requires school districts to report "any and all program and demographic pupil data requested by CDE…" for inclusion in the California Longitudinal Pupil Achievement Data System (CALPADS.)[50] And section 861(c) requires school districts to ensure that the CALPADS data elements are up to date and accurate prior to registration and throughout the testing window. The "program and demographic pupil data" collected for CALPADS is not substantively different from what was required to be collected under the STAR program.

However, the activity required by section 861(b)(5), to report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards pursuant to Education Code section 60644, is a new reporting requirement.

7. **California Code of Regulations, title 5, section 864, as amended by Register 2014, No. 6, imposes a new requirement on school districts to comply with any and all requests from CAASPP contractors and abide by any and all instructions provided by the CAASPP contractor or consortium.**

Former Code of Regulations, title 5, section 864, addressed the reporting of test scores. As repealed and replaced by Register 2014, No. 6, section 864 now provides that an LEA is an agent of CDE for purposes of the CAASPP program, and that in order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, LEAs shall:

(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and

(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

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[50] CALPADS is a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.

These requirements, though non-specific, are newly required by the amended section, beginning February 3, 2014.

C. The New Requirements Impose a State-Mandated New Program or Higher Level of Service on School Districts.

Finance argues that the CAASPP program, like the STAR testing program that preceded it, is not mandated by the state, but is required to meet federal program requirements and was enacted to avoid a loss of federal funding. The claimants counter that the *STAR* test claim determined that some of the testing requirements *were* a reimbursable mandate, notwithstanding the underlying federal requirement to administer standardized academic assessments; and that the *STAR II and III* test claim did not reach the federal mandate issue. And, the claimants argue, "regardless of whether STAR itself was a federal mandate, CAASPP certainly is not." The claimants reason that "California was compliant with NCLB's requirement to administer assessments to determine students' levels of academic achievement under STAR…[but the Legislature] chose – without any change to NCLB – to adopt a new assessment regime that was much more expansive (and expensive)."[51]

Fundamentally, NCLB is an incentive program, consistent with "the vast bulk of cost-producing federal influence on government at the state and local levels [being] by inducement or incentive rather than direct compulsion."[52] States are required to comply with NCLB to receive federal funding for education.

However, even if NCLB imposes a federal mandate on the states to provide "a set of high-quality, yearly student academic assessments" in mathematics, reading or language arts, and science, the new activities required by the test claim statutes and regulations go beyond that requirement, are mandated by state law, and do not impose costs mandated by the federal government.

In addition, the new mandated activities are unique to government in that they are only required of school districts and they provide a service to the public "to provide assessments that can assist teachers, administrators, students and parents/guardians with a better understanding of college and career readiness."[53,54]

Accordingly, the activities required by the test claim statutes and regulations impose a state-mandated a new program or higher level of service on school districts.

D. There Are Costs Mandated by the State Pursuant to Government Code Section 17514, from January 1, 2014 Until June 30, 2014 Only.

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[51] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 5.

[52] *City of Sacramento v. State of California* (1990) 50 Cal.3d 51, 73.

[53] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 8.

[54] *San Diego Unified School Dist., supra,* 33 Cal.4th 859, 874-875; See also, *Long Beach Unified School Dist. v. State of California* (1990) 225 Cal.App.3d 155, 172, where the court finds that "education in our society is considered to be peculiarly governmental function"; that "public education is administered by local agencies to provide service to the public"; and that, therefore, "public education constitutes a 'program' within the meaning of Section 6."

The claimants have alleged a total of $8,568,068 in increased costs for the fiscal year 2013-2014,[55] and allege "a total of more than $15 million in increased costs for 2014-2015."[56] Claimants have further stated in their test claim that they are "unaware at this time" of any dedicated state or federal funds "available for this program."[57] In addition, the claimants argue that only an estimate of 2014-2015 costs is necessary, and "a 'substantial evidence' requirement is baseless as there is no such requirement at this stage in the process."[58]

Finance has argued that several sources of funding are or may be available to cover the costs of any mandate, and therefore the Commission must not find costs mandated by the state, pursuant to section 17556(e).[59] Finance also argues that "the claimants may be seeking reimbursement for purchases that were already planned and would have been made regardless of the creation of the CAASPP." In other words, Finance argues that the expenditures reported may not in fact be attributable to the mandate.

Staff finds that during fiscal year 2013-2014, there are sources of funding available that may be applied to the activities found above to be new requirements mandated by the state, but none that are specifically intended to fund the costs of the mandate in an amount sufficient to fund the cost of the state mandate within the meaning of Government Code section 17556(e). Thus, to the extent a school district complied with the new activities required to administer the CAASPP at any time from January 1, 2014, through June 30, 2014, and did not receive and apply funds (which are not local proceeds of taxes) to cover the entire cost of this activity, then reimbursement is required under article XIII B, section 6 for the increased local costs.

However, beginning July 1, 2014, there is additional funding provided, both in the test claim statutes and in the Budget Act for 2014-2015, which is specifically intended to cover the costs of the mandated activities. Absent substantial evidence in the record to the contrary, the funding is sufficient as a matter of law to fund the costs of the mandated activities, is required to be applied to the activities, and bars a finding of costs mandated by the state pursuant to Government Code section 17556(e). Thus, beginning July 1, 2014, reimbursement under article XIII B, section 6 is not required for the new mandated activities.

1. **The 2013-2014 Budget Act contains only potentially offsetting revenues, pursuant to Government Code sections 17556(e) and 17557, and therefore some school districts may have incurred costs mandated by the state from January 1, 2014 through June 30, 2014.**

The 2013-2014 Budget Act and other appropriations made for fiscal year 2013-2014 include funding sources that may be used for the costs of this mandated program. However, none of these revenues are specifically intended to fund the costs of the mandated activities for the

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[55] Exhibit A, Amended Test Claim 14-TC-01, page 74; Exhibit C, Vallejo City Unified School District Request to Join Claim, pages 5-6.

[56] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[57] Exhibit A, Amended Test Claim 14-TC-01, pages 73-74.

[58] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[59] See Exhibit D, Finance's Comments on 14-TC-01, filed February 13, 2015; Exhibit F, Finance's Late Comments on 14-TC-01, filed April 27, 2015.

CAASPP program during the 2013-2014 fiscal year in an amount sufficient to fund the mandated program within the meaning of Government Code section 17556(e). Line Items 6110-113-0001 and 6110-113-0890 of the 2013-2014 Budget Act address costs of the STAR assessments, which were replaced by CAASPP as of January 1, 2014.[60] To the extent school districts applied the funds intended for STAR to the costs of the new CAASPP assessments, their annual claims should reflect an adjustment to reimbursable costs mandated by the state (i.e., offsetting revenues applied),[61] but nothing in the 2013-2014 Budget Act *requires* school districts to apply funding to a program that did not yet exist when the Budget Act was written. For that reason, though they may be off-setting, preexisting funds cannot satisfy the test of Government Code section 17556(e) to deny the test claim.

Similarly, although Statutes 2013, chapter 48 recognizes the pending improvements in internet connectivity that may be necessary to administer computer-based assessments, the $1.25 billion in Common Core implementation funding is not *required* to fulfill those needs first. The statute expressly states that a school district shall expend funds "for *any* of the following purposes…"[62]

Additionally, though the test claim statutes do provide that the CAASPP must be administered "from the funds available for that purpose," as discussed above, there is no precedent for interpreting "from the funds available" to mean all possible funds, including the $1.25 billion provided for Common Core implementation before the test claim statutes were enacted. Nor is there any precedent for interpreting "from the funds available" as a phrase that implicates Government Code section 17556(e).

As noted above, the earliest of the three test claim statutes pled, Statutes 2013, chapter 489, has an effective date of January 1, 2014. The administration of the 2013-2014 field test of the Smarter Balanced computer-based assessments was scheduled to take place, in accordance with the February 2014 emergency regulations, "during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days."[63] As a result, the field test was administered between March 25 and June 13 of 2014.[64] Therefore, at least some school districts likely incurred mandated costs for the activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers after January 1, 2014, but before the 2014-2015 Budget Act took effect on July 1, 2014. To the extent school districts can show that they incurred state-mandated increased costs to comply with this requirement between January 1, 2014 and June 30, 2014, those costs are mandated by the state and are eligible for reimbursement. Note that costs incurred prior to January 1, 2014 would not

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[60] Statutes 2013, chapter 489.

[61] See *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487 ["…read in its textual and historical context section 6 of article XIII B requires subvention only when the costs in question can be recovered solely from tax revenues."].

[62] Statutes 2013, chapter 48 (AB 86), section 85(d) [emphasis added].

[63] California Code of Regulations, title 5, section 855 (Register 2014, No. 6).

[64] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 42.

be, by definition, state-mandated increased costs within the scope of the test claim statutes, because the *earliest* test claim statute pled became effective and operative on January 1, 2014.

Based on the foregoing, staff finds that the funding identified in the 2013-2014 Budget Act (Line Items 6110-113-0001 and 6110-113-0890) and the $1.25 billion appropriated for Common Core implementation by Statutes 2013, chapter 48 are potentially offsetting revenues that must be deducted from the costs claimed for January 1, 2014 to June 30, 2014, to the extent that a school district expended the described revenues for any of the state-mandated activities.

2. Absent evidence to the contrary, the state has continued to appropriate revenues sufficient to fund the cost of the mandated activities in the 2014-2015 and 2015-2016 Budget Acts; thus, there are no costs mandated by the state beginning July 1, 2014.

Government Code section 17556(e) provides that the Commission shall not find costs mandated by the state if it determines that the test claim statute or an appropriation in a Budget Act or other bill includes additional revenue that was specifically intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate. Finance has identified revenues appropriated by the state for the CAASPP program beginning July 1, 2014, and alleges that these revenues are specifically intended to cover the costs of the mandate, therefore barring a finding of costs mandated by the state pursuant to Government Code section 17556(e).

The claimants acknowledge that these revenue sources exist, but argue that they are either not specifically intended to fund the costs of the mandate, or "simply woefully inadequate..."[65] Specifically, the claimants argue that the $400.5 million provided in Statutes 2014, chapter 32 is intended to be used to reimburse outstanding mandate debt, not to cover the costs of new mandates. In addition, the claimants argue that the "K-12 High Speed Network" funding does not constitute revenue specifically intended for mandate costs "because districts and county offices do not receive these funds directly; they only receive the benefit."[66] With respect to the state and federal funds in the 2014-2015 Budget Act that expressly reference the test claim statutes, the claimants state:

> Finally, claimants do not contest that the $126.8 million from Provision 7 of Item 6110-113-0001 of the 2014 Budget Act constitutes "additional revenues" under

[65] Exhibit F, Claimants' Rebuttal Comments on 14-TC-01, filed March 13, 2015, pages 7-8.

[66] Exhibit F, Claimants' Rebuttal Comments on 14-TC-01, filed March 13, 2015, pages 7-8 [Finance has argued, in response to claimants' rebuttal comments, that to the extent a district or county office of education receives a portion of the K-12 High Speed Network funding, which is a grant-based program, that school district would not incur actual increased costs mandated by the state to improve its internet connectivity. Finance further argues that the waiver received by CDE for NCLB does not render the federal funding inapplicable to the mandate; the waiver applies only to the federal accountability reporting requirements, and "was contingent on California local education agencies ensuring that, with the exception of students with the most significant cognitive disabilities, all students in grades 3 through 8 participated in the Smarter Balanced Assessment Consortium (SBAC) field test in English language arts/literacy and mathematics." (Exhibit G, Finance's Late Comments on 14-TC-01, filed April 27, 2015, pages 1-2.)].

> Government Code section 17556(e). This uncontested $126.8 million (or even $149.5 million if combined with the [federal] funds) is simply woefully inadequate to offset the significant financial need the test claimants have demonstrated in the claim.[67]

Because staff finds that the claimants have failed to establish increased costs mandated by the state in excess of the state and federal funds specifically intended to cover the costs of this mandate, it is not necessary to further analyze whether the outstanding mandate debt funding ($400.5 million in 2014-2015) or the K-12 High Speed Network funding ($26.7 million) are potentially offsetting revenues.

However, the state and federal funds identified by Finance in the 2014 Budget Act, are indeed specifically intended to cover the costs of the mandate. The budget language for both the state and the federal appropriations requires the funds to be used for mandated costs of "the *statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013*," the California English Language Development Test, the California High School Exit Examination, and the California Alternate Performance Assessment.[68] The 2015-2016 Budget Act continues the funding at substantially the same level, with $126.5 million in state funding, and $20.4 million in federal funding.[69]

The claimants have submitted declarations from the superintendent of each of the five named school districts or county offices of education for costs alleged in 14-TC-01.[70] In support of the claimants' assertion that the funding is "woefully inadequate," claimants for 14-TC-04 have provided declarations from the four named claimant districts, which purport to describe costs incurred in excess of the funding available.[71] In addition, claimants argue that the $15 million alleged by the five named claimants in 14-TC-01 "extrapolated out to all districts in the state greatly, exceed the $145 million identified as offsetting revenue [sic]."[72] And finally, in response to the draft proposed decision on 14-TC-01 claimants provided survey results from 77 school districts and county offices of education, accompanied also by declarations, which allege estimated "Technology-Related SBAC Costs" for fiscal years 2013-2014 and 2014-2015.[73] Those reported costs are then averaged over the two fiscal years and divided by each district's or COE's 2013-2014 enrollment, to arrive at an estimated cost per test taker.[74] Claimants thus estimate the average cost, based on these survey results, to be $183 per test taker, but estimate that the amount appropriated yields closer to $44 per pupil statewide.[75]

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[67] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 8.

[68] Statutes 2014, chapter 25 (SB 852). (Emphasis added.)

[69] Statutes 2015, chapter 10.

[70] Exhibit A, Amended Test Claim 14-TC-01, pages 77-178.

[71] Exhibit B, Test Claim 14-TC-04, pages 42-92.

[72] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[73] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 16-106.

[74] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 11-14.

[75] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 14-15.

Although the claimants clearly allege increased costs, they have not introduced sufficient evidence in the record that the funding appropriated in the 2014 Budget Act is insufficient as a matter of law.[76] The claimants' initial estimates of costs are supported by declarations sworn under penalty of perjury, but none of the five named claimants acknowledges the amount of funding that it received from the state and federal governments for fiscal year 2014-2015, or makes any attempt to show that the funding received does not satisfy the costs incurred.[77] Additionally, while the 77 surveyed districts and county offices of education have provided an estimate of their per-pupil costs based on enrollment, which the claimants employ to show that the per-pupil funding statewide is insufficient to cover estimated average per-pupil yearly costs, the five named claimants are not listed among the 77 entities surveyed.[78] And, despite the fact that the named claimants' declarations and other evidence fail to account for the funds appropriated or apportioned, and without any evidence of the named claimants' size and enrollment relative to other districts in the state, the claimants allege that the $15 million estimated can be "extrapolated out to all districts in the state greatly…"[79] There is no support for this reasoning.

In addition, the named claimants provided, in the second of the two consolidated test claims, declarations which seek to support the costs alleged to acquire sufficient technology and other resources to implement the CAASPP, but describe only costs incurred for the 2013-2014 fiscal year, which is not in issue here.[80] Still more confusing, the declarations of the named claimants are accompanied by documentation including purchase orders or invoices for various computers and devices, but the dates of those documents span both fiscal years 2013-2014 and 2014-2015, and therefore the attached documents are in some cases inconsistent with the declarations.[81] This evidence does not support the finding that the claimants seek.

Moreover, in addition to offering the named claimants' estimated costs as evidence to be extrapolated to the entire state, the claimants have also offered the extrapolation and averaging of survey results from 77 school districts and county offices of education, supported by declarations, which estimate each district's "Technology-Related SBAC Costs" for fiscal years 2013-2014 and 2014-2015 combined. As noted above, costs for fiscal year 2013-2014 are not in issue. Therefore, the claimant's estimate of costs incurred, offered as an average of two years, does not constitute sufficient evidence of costs incurred during 2014-2015, which is the only year in issue. Furthermore, given that technology upgrades and acquisitions are, based on the evidence in the record and the test claim statutes themselves, expected to occur most heavily in the early years of implementation of the CAASPP, an average of two years' costs is even less

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[76] Exhibit A, Amended Test Claim 14-TC-01, page 75; Exhibit C, Vallejo City Unified Request to Join Test Claim, pages 5-6.

[77] Exhibit A, Amended Test Claim 14-TC-01, pages 77-178.

[78] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 11-14.

[79] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[80] Exhibit B, Test Claim 14-TC-04, pages 52-56; 66-69; 88-92.

[81] Compare Exhibit B, Test Claim 14-TC-04, page 52 with pages 102-106. Compare page 66 with pages 107-108; 162-169.

probative of the question whether funds provided are sufficient as a matter of law for fiscal year 2014-2015.

For the Commission to find increased costs mandated by the state in this case, claimants have to show that the costs incurred beginning July 1, 2014 to administer the CAASPP test exceed the funding provided by the state. The current estimation in the record of $183 per pupil is not sufficient, for the reasons outlined above. The claimants need only make this showing for *one of the named claimants* in order to support a finding of costs mandated by the state, but based on the evidence in the record they have failed to do so. Absent this evidence in the record the Commission must find, as a matter of law, that the amount of funding currently appropriated is sufficient to preclude a finding of costs mandated by the state pursuant to Government Code section 17556(e), beginning July 1, 2014. If, in the future, the state fails to appropriate funds sufficient to cover the cost of activities, school districts can then file a request for a redetermination of this test claim based on a subsequent change in law (i.e. a future budget act) that may modify the state's liability for the program pursuant to Government Code section 17570.

Based on the foregoing, staff finds that there are no costs mandated by the state for the new mandated activities within the meaning of Government Code section 17556(e), beginning July 1, 2014.

Conclusion

Based on the foregoing analysis, the Commission finds from January 1, 2014 to June 30, 2014, only, the following state-mandated activities are reimbursable:

- Beginning January 1, 2014, provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.[82] Beginning February 3, 2014, the LEA CAASPP coordinator shall be responsible for assessment technology, and ensure current and ongoing compliance with minimum technology specifications as identified by the CAASPP contractor(s) or consortium.[83]
- Beginning February 3, 2014, notify parents or guardians each year of their pupil's participation in the CAASPP assessment system, including notification that notwithstanding any other provision of law, a parent's or guardian's written request to excuse his or her child from any or all parts of the CAASPP assessments shall be granted.[84]
- Beginning February 3, 2014, score and transmit the CAASPP tests in accordance with manuals or other instructions provided by the contractor or CDE.[85]

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[82] Education Code section 60640 (Stats. 2013, ch. 489), interpreted in light of California Code of Regulations, title 5, sections 850, 850, 853.5, and 857 (Register 2014, Nos. 6, 30, 35).

[83] California Code of Regulations, title 5, section 857(d) (Register 2014, No. 6).

[84] California Code of Regulations, title 5, section 852 (Register 2014, No. 6).

[85] California Code of Regulations, title 5, section 853 (Register 2014, No. 6).

- Beginning February 3, 2014, identify pupils unable to access the computer-based version of the CAASPP tests; and report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test.[86]
- Beginning February 3, 2014, report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards pursuant to Education Code section 60644.[87]
- Beginning February 3, 2014, comply with any and all requests from CAASPP contractors, and abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are provided for training or provided for in the administration of a CAASPP test.[88]

Funding identified in the 2013-2014 Budget Act (Line Items 6110-113-0001 and 6110-113-0890) and the $1.25 billion appropriated for Common Core implementation by Statutes 2013, chapter 48 are potentially offsetting revenues that must be deducted from annual costs claimed to the extent a school district uses those funds for the mandated activities.

All other statutes, regulations, and claims for reimbursement are denied.

Staff Recommendation

Staff recommends that the Commission adopt the proposed decision to partially approve this test claim, for the period of January 1, 2014 to June 30, 2014 only, and authorize staff to make any technical, non-substantive changes following the hearing.

[86] California Code of Regulations, title 5, section 857(a) (Register 2014, No. 6).

[87] California Code of Regulations, title 5, section 861(b)(5) ((Register 2014, No. 6).

[88] California Code of Regulations, title 5, section 864 (Register 2014, No. 6).

BEFORE THE

COMMISSION ON STATE MANDATES

STATE OF CALIFORNIA

IN RE TEST CLAIMS ON: Education Code Sections 60602, 60602.5, 60603, 60604, 60607, 60610, 60611, 60612, 60640, 60641, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, 60810, 99300, 99301 as added or amended by Statutes 2013, Chapter 489 (AB 484)[89]; Statutes 2014, Chapter 32 (SB 858); Statutes 2014, Chapter 327 (AB 1599) Code of Regulations, Title 5, Sections 850-864, as added or amended by Register 2014, Nos. 30 and 35 Filed on December 23, 2014 By, Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants AND Code of Regulations, Title 5, Sections 850-864, as added or amended by Register 2014, No. 6 Filed on June 26, 2015 By, Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, and Santa Ana Unified School District, Claimants	Case Nos.: 14-TC-01 and 14-TC-04 *California Assessment of Student Performance and Progress (CAASPP)* DECISION PURSUANT TO GOVERNMENT CODE SECTION 17500 ET SEQ.; CALIFORNIA CODE OF REGULATIONS, TITLE 2, DIVISION 2, CHAPTER 2.5, ARTICLE 7. (*Adopted January 22, 2016*)

DRAFT PROPOSED DECISION

[89] This statute was pled as "Statutes 2013-2014, Chapter 489 (AB 484)" in 14-TC-01. However, it was chaptered by the Secretary of State and is later referred to by the Legislature, in the state budget, as "Statutes 2013, chapter 489." Therefore, this analysis will refer to it as "Statutes 2013, chapter 489."

The Commission on State Mandates (Commission) heard and decided this test claim during a regularly scheduled hearing on January 22, 2016. [Witness list will be included in the adopted decision.]

The law applicable to the Commission's determination of a reimbursable state-mandated program is article XIII B, section 6 of the California Constitution, Government Code sections 17500 et seq., and related case law.

The Commission [adopted/modified] the proposed decision to [approve/deny] the test claim at the hearing by a vote of [vote count will be included in the adopted decision] as follows:

Member	**Vote**
Ken Alex, Director of the Office of Planning and Research	
Richard Chivaro, Representative of the State Controller, Vice Chairperson	
Mark Hariri, Representative of the State Treasurer	
Sarah Olsen, Public Member	
Eraina Ortega, Representative of the Director of the Department of Finance, Chairperson	
Carmen Ramirez, City Council Member	
Don Saylor, County Supervisor	

Summary of the Findings

The Commission finds that the test claim statutes and regulations pled impose new state-mandated requirements on school districts to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.[90] In addition, the regulations implementing the computer-based CAASPP assessments impose certain additional reporting and informational requirements, as described herein. The Commission further finds that the new requirements are mandated by the state, and are uniquely imposed upon local government. And, the Commission finds, absent substantial evidence to the contrary, that there are costs mandated by the state only from January 1, 2014 to June 30, 2014, because additional funding specifically intended to cover the costs of the mandate, and in an amount sufficient to cover the costs of the mandate, was provided in the 2014-2015 Budget Act and continued in the 2015-2016 Budget Act. For the period from January 1, 2014 to June 30, 2014, the Commission has identified potentially offsetting revenues in the Budget Act and other appropriations.

COMMISSION FINDINGS

I. Chronology

12/23/2014 14-TC-01was filed with the Commission.

[90] Education Code section 60640 (Stats. 2013, ch. 489); Code of Regulations, title 5, section 853 (Register 2014, Nos. 6, 30, and 35).

01/02/2015	14-TC-01 was deemed complete and issued for comment.[91]
01/28/2015	Department of Finance (Finance) requested an extension of time to file comments, which was approved for good cause.
02/12/2015	Vallejo City Unified School District requested to be joined as a claimant in 14-TC-01, which was approved and noticed on February 18, 2015.[92]
02/13/2015	Finance filed written comments on the test claim.[93]
02/13/2015-02/24/2015	The following local governments filed written comments on the test claim filing for 14-TC-01: Orange County Board of Education; Visalia Unified School District; Tulare Joint Union High School District; Santa Rosa City Schools; San Lorenzo Valley Unified School District; Del Norte County Office of Education; Cupertino Union School District; Belmont-Redwood Shores School District; Santa Cruz City Schools; and Moreno Valley Unified School District.[94]
03/13/2015	The California Educational Technology Professionals Association filed comments on 14-TC-01.[95]
03/13/2015	The claimants filed rebuttal comments.[96]
03/25/2015	The claimants amended 14-TC-01 with a revised filing which was deemed to replace the original test claim filing and was issued for comment.[97]
04/27/2015	Finance submitted late comments purporting to rebut claimants' rebuttal to Finance's comments on the original test claim filing, which has now been superseded by the amended test claim filing.[98]
05/11/2015	Claimants submitted additional, late rebuttal comments on Finance's late comments.[99]
06/01/2015	Commission staff issued the draft proposed decision for 14-TC-01.[100]

[91] Based upon the filing date of December 23, 2014, the potential period of reimbursement begins July 1, 2013. However, since the test claim statutes and regulations became effective after July 1, 2013, the potential period of reimbursement begins on the effective date of the statute or regulation that imposes a state-mandate.

[92] Exhibit C, Vallejo City Unified Request to Join Test Claim.

[93] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015.

[94] Exhibit E, Interested Parties and Persons Comments.

[95] Exhibit E, Interested Parties and Persons Comments.

[96] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015.

[97] Exhibit A, Amended Test Claim 14-TC-01. Note that this document is the revised test claim as amended March 25, 2015 which superseded the original filing.

[98] Exhibit G, Finance's Late Comments on 14-TC-01, filed April 27, 2015.

[99] Exhibit H, Claimants' Late Rebuttal on 14-TC-01, filed May 11, 2015.

06/16/2015	Finance submitted a request for an extension of time and postponement of the hearing, which was denied for failure to state good cause.
06/19/2015	Finance submitted a second request for an extension of time and postponement of the hearing, which was approved for good cause shown.
06/26/2015	Claimants filed 14-TC-04.
07/20/2015	Claimants filed comments on the draft proposed decision for 14-TC-01.[101]
07/20/2015	Finance filed comments on the draft proposed decision for 14-TC-01.[102]
08/14/2015	14-TC-04[103] was deemed complete, consolidated with 14-TC-01, and the consolidated claim was named "CAASPP."
08/20/2015	Claimants requested postponement of hearing from December 3, 2015 to January 22, 2016, which was granted for good cause shown.
11/13/2015	Commission staff issued the draft proposed decision on the consolidated test claim.

II. Background

A. Federal Law

The Federal Elementary and Secondary Education Act

The Elementary and Secondary Education Act (ESEA) was signed into law in 1965 by President Lyndon Johnson. The ESEA provides basic and incentive grants to schools and school districts having a sizeable enrollment of disadvantaged pupils, as defined by census poverty estimates.[104] Those grants are intended to be used for programs and projects 'including the acquisition of equipment and where necessary the construction of school facilities…" to meet the needs of "educationally deprived children from low-income families…"[105]

The Improving America's Schools Act

The Improving America's Schools Act of 1994 made the Title I funding of the ESEA conditional upon states implementing statewide systems of assessment and accountability for participating schools, saying: "while title I and other programs funded under [the ESEA] contribute to narrowing the achievement gap between children in high-poverty and low-poverty schools, such programs need to become even more effective in improving schools in order to enable all children to achieve high standards…"[106]

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[100] Exhibit I, Draft Proposed Decision on 14-TC-01.

[101] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01.

[102] Exhibit K, Finance's Comments on Draft Proposed Decision on 14-TC-01.

[103] Exhibit B, Test Claim 14-TC-04.

[104] See Public Law 89-10, April 11, 1965, sections 201-205.

[105] Public Law 89-10, section 205.

[106] Public Law 103-382, section 1001.

No Child Left Behind

The No Child Left Behind Act of 2001 (NCLB), which Congress enacted as a reauthorization of the Elementary and Secondary Education Act of 1965, requires states that participate in and receive federal funds to administer:

> [A] set of high-quality, yearly student academic assessments that include, at a minimum, academic assessments in mathematics, reading or language arts, and science that will be used as the primary means of determining the yearly performance of the State and of each local educational agency and school in the State in enabling all children to meet the State's challenging student academic achievement standards, except that no State shall be required to meet the requirements of this part relating to science assessments until the beginning of the 2007–2008 school year.[107]

Title I of NCLB also requires that the assessments measure pupil proficiency as follows:

> Such assessments shall--
>
> [¶]…[¶]
>
> (II) beginning not later than school year 2007–2008, measure the proficiency of all students in science and be administered not less than one time during—
>
> (aa) grades 3 through 5;
>
> (bb) grades 6 through 9; and
>
> (cc) grades 10 through 12;
>
> (vi) involve multiple up-to-date measures of student academic achievement, including measures that assess higher-order thinking skills and understanding;
>
> (vii) beginning not later than school year 2005–2006, measure the achievement of students against the challenging State academic content and student academic achievement standards *in each of grades 3 through 8 in, at a minimum, mathematics, and reading or language arts*, except that the Secretary may provide the State 1 additional year if the State demonstrates that exceptional or uncontrollable circumstances, such as a natural disaster or a precipitous and unforeseen decline in the financial resources of the State, prevented full implementation of the academic assessments by that deadline and that the State will complete implementation within the additional 1-year period;[108]

NCLB also includes the following reporting provisions in Title I, requiring the assessments to:

> (xii) produce individual student interpretive, descriptive, and diagnostic reports, consistent with clause (iii) that allow parents, teachers, and principals to understand and address the specific academic needs of students, and include information regarding achievement on academic assessments aligned with State academic achievement standards, and that are provided to parents, teachers, and

[107] 20 USC 6311 (b)(3)(A) (Pub. L. 107-110, Jan. 8, 2002).

[108] 20 USC 6011 (b)(3)(C) (Pub. L. 107-110, Jan. 8, 2002) [emphasis added].

> principals, as soon as is practicably possible after the assessment is given, in an understandable and uniform format, and to the extent practicable, in a language that parents can understand;
>
> (xiii) enable results to be disaggregated within each State, local educational agency, and school by gender, by each major racial and ethnic group, by English proficiency status, by migrant status, by students with disabilities as compared to nondisabled students, and by economically disadvantaged students as compared to students who are not economically disadvantaged, except that, in the case of a local educational agency or a school, such disaggregation shall not be required in a case in which the number of students in a category is insufficient to yield statistically reliable information or the results would reveal personally identifiable information about an individual student.[109]

In a case that focused on the educational requirements and funding provisions of Title I of NCLB, a Federal Appellate court stated the following:

> In contrast to prior ESEA iterations, NCLB "provides increased flexibility of funds, accountability for student achievement and more options for parents." 147 Cong. Rec. S13365, 13366 (2001) (statement of Sen. Bunning). The Act focuses federal funding more narrowly on the poorest students and demands accountability from schools, with serious consequences for schools that fail to meet academic-achievement requirements. *Id.* at 13366, 13372 (statements of Sens. Bunning, Landrieu, and Kennedy). States may choose not to participate in NCLB and forgo the federal funds available under the Act, but if they do accept such funds, they must comply with NCLB requirements. See, e.g., 20 U.S.C. § 6311 ("For any State desiring to receive a grant under this part, the State educational agency shall submit to the Secretary a plan....") (emphasis added); see also *Spellings*,453 F.Supp.2d at 469 ("In return for federal educational funds under the Act, Congress imposed on states a comprehensive regime of educational assessments and accountability measures.").
>
> Title I, Part A, of NCLB, titled "Improving Basic Programs Operated by Local Educational Agencies," continues to pursue the objectives of the ESEA and imposes extensive educational requirements on participating States and school districts, and, likewise, provides the largest amount of federal appropriations to participating States. For example, in fiscal year 2006, NCLB authorized $22.75 billion in appropriations for Title I, Part A, compared to $14.1 billion for the remaining twenty-six parts of NCLB combined. Title I, Part A's stated purposes include meeting "the educational needs of low-achieving children in our Nation's highest-poverty schools, limited English proficient children, migratory children, children with disabilities, Indian children, neglected or delinquent children, and young children in need of reading assistance." 20 U.S.C. § 6301(2).
>
> [¶…¶]

[109] 20 USC 6011 (b)(3)(C) (Pub. L. 107-110, Jan. 8, 2002).

> To qualify for federal funding under Title I, Part A, States must first submit to the Secretary a "State plan," developed by the State's department of education in consultation with school districts, parents, teachers, and other administrators. 20 U.S.C. § 6311(a)(1). A State plan must "demonstrate that the State has adopted challenging academic content standards and challenging student academic achievement standards" against which to measure the academic achievement of the State's students. *Id*. § 6311(b)(1)(A). The standards in the State plan must be uniformly applicable to students in all of the State's public schools, and must cover at least reading or language arts; math; and, by the fourth grade, science skills. *Id.* § 6311(b)(1)(C).
>
> States also must develop, and school districts must administer, assessments to determine students' levels of achievement under plan standards. *Id*. § 6311(b)(2) (A). These assessments must show the percentage of students achieving "proficiency" among "economically disadvantaged students," "students from major racial and ethnic groups," "students with disabilities," and "students with limited English proficiency." *Id*. § 6311(b)(2)(C)(v)(II). Schools and districts are responsible for making "adequate yearly progress" ("AYP") on these assessments, meaning that a minimum percentage of students, both overall and in each subgroup, must attain proficiency. 34 C.F.R. § 200.20(a)(1).
>
> [¶…¶]
>
> . . . NCLB requires that States use federal funds made available under the Act "only to supplement the funds that would, in the absence of such Federal funds, be made available from non-Federal sources for the education of pupils participating in programs assisted under this part, and not to supplant such funds." 20 U.S.C. § 6321(b)(1). That is, States and school districts remain responsible for the majority of the funding for public education, and the funds distributed under Title I are to be used only to implement Title I programming, not to replace funds already being used for general programming.[110]

Common Core State Standards

Not a federal law, but discussed here because the federal law provides the context, the Common Core State Standards (CCSS) were developed on the initiative of the National Governors Association and the Council of Chief State School Officers, in partnership with Achieve, Inc., ACT, and the College Board. The intention was to develop internationally-benchmarked standards of college-and career-readiness, which states could then voluntarily adopt, and which would aid educators in improving teaching and learning.[111] The final CCSS were released in June 2010, and as of June 2014, 43 states, the Department of Defense Education Activity,

[110] *School Dist. of City of Pontiac v. Secretary of U.S. Dept. of Education* (2009) 584 F.3d 253, 257-258.

[111] Exhibit X, "Forty-Nine States and Territories Join Common Core Standards Initiative," National Governors Association press release, June 1, 2009.

Washington, D.C., Guam, the Northern Mariana Islands, and the U.S. Virgin Islands had adopted the CCSS.[112]

Race to the Top Grant Program

As part of the American Recovery and Reinvestment Act of 2009, the Race to the Top Assessment Program provided funding, on a grant-award basis, to state-led consortia with the goal of developing pupil assessments aligned with the CCSS. The Department of Education awarded two grants to parallel programs in September 2010; the Partnership for Assessment of Readiness for College and Careers; and the Smarter Balanced Assessment Consortium.[113] Both grant recipient consortia have since developed computer-based assessments aligned with the CCSS that are intended to be implemented fully during the 2014-2015 school year.

In addition, the Race to the Top program included $4.35 billion in grant funding to encourage and reward states that create conditions for education innovation and reform, and achieve improvement in student outcomes, including closing achievement gaps and improving high school graduation rates. Of 500 points available on a state's grant application, adopting "a common set of high-quality standards" and participating in a multistate consortium to develop and implement "common, high-quality assessments," earn an applicant up to 50 points.[114] In other words, the Race to the Top grant program incentivizes, to an extent, the adoption of common standards and common assessments. Despite having adopted CCSS in August of 2010, and participating in the Smarter Balanced Assessment Consortium to develop common standards-aligned assessments, as discussed below, California was not awarded a grant under this program.[115]

B. Prior California Law

The state has required school districts to administer achievement tests to pupils for decades: achievement tests were required for pupils in grades 6 and 12 under the California School Testing Act of 1969.[116] In 1972, the Legislature expressed its intent regarding pupil testing as follows:

> It is the intent of the Legislature . . . to determine the effectiveness of school districts and schools in assisting pupils to master the fundamental educational skills towards which instruction is directed. The program of statewide testing shall provide the public, Legislature, and school districts evaluative information regarding the various levels of proficiency achieved by different groups of pupils of varying socioeconomic backgrounds, so that the Legislature and individual school districts may allocate educational resources in a manner to assure the maximum educational opportunities for all pupils. The program or statewide testing shall identify unusual success or failure and the factors which appear to be

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[112] Exhibit X, "Development Process," Common Core State Standards, www.commoncore.org.

[113] Exhibit X, "U.S. Secretary of Education Duncan Announces Winners of Competition to Improve Student Assessments," Department of Education press release, September 2, 2010.

[114] Exhibit X, Race to the Top Program, Executive Summary, November 2009, pages 2; 7-8.

[115] Exhibit X, Awards – Race to the Top Program Fund.

[116] Former Education Code sections 12820; 12823 (Stats. 1969, ch. 1552, p. 3152).

> responsible, so that appropriate action may be taken at the district and state level to obtain the highest quality education for all public school pupils.[117]

In 1991, the Legislature expressed that the purpose of California's public school system is to "facilitate the development of each and every one of its pupils to become a self-motivated, competent, and lifelong learner."[118] The Legislature stated that: "the current pupil assessment system does not meet [these] purposes:"

> There is no consistent system that pupils and parents can use to assess the performance of schools and school districts in providing effective programs and to measure the academic achievement of pupils. The five grade levels currently tested under the California school assessment program do not provide the most efficient assessment of overall pupil achievement.[119]

Statutes of 1991, chapter 760 modified the state's achievement testing to require the testing of pupils in grades 4, 5, 8, and 10. Former Education Code section 60600.1, as added by Statutes of 1991, chapter 760, provided that the testing requirement would remain in effect until January 1, 1995, unless a later-enacted statute deleted or extended that date.

<u>The Leroy Greene Act</u>

The Legislature did not enact a statute before January 1, 1995 that either deleted or extended the date regarding the administration of achievement tests. However, later that year, Statutes 1995, chapter 975 enacted the Leroy Greene California Assessment of Academic Achievement Act,[120] which required the Superintendent of Public Instruction (SPI) to design and implement a statewide pupil assessment system, as specified.[121] The Act required the State Board of Education (SBE) to adopt statewide content and performance standards for each grade level, and to adopt tests that yield reliable data on school performance, district performance, and statewide performance for pupils in grades 4, 5, 8, and 10.[122] In addition, the Act provided an incentive of $5 per pupil tested using an achievement test selected from among those approved by the SBE for pupils in grades 2 through 10.[123] As a condition of receiving those funds, the Act required that a school district certify to the SPI its compliance with the requirements of former section 60641: tests were required to be administered at the time of year specified by the SPI; test results must be reported to pupils' parents or guardians; test results must be reported to the school and teachers, and included in pupils' records; and district-wide and school-level results must be reported to the governing board of the school district at a regularly scheduled meeting.[124] The 1995 act stated that it would remain in effect only until January 1, 2000 unless

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[117] Former Education Code section 12821 (added, Stats. 1972, ch. 930, p. 1678).

[118] Statutes 1991, chapter 760, section 1.

[119] Statutes 1991, chapter 760, section 1.3.

[120] Education Code section 60600 (Stats. 1995, ch. 975).

[121] Education Code section 60604 (Stats. 1995, ch. 975).

[122] Education Code section 60605 (Stats. 1995, ch. 975).

[123] Education Code section 60640 (Stats. 1995, ch. 975).

[124] Education Code section 60641 (Stats. 1995, ch. 975).

another statute deleted or extended that date.[125] The following year, Statutes 1996, chapter 69 (SB 430) extended that date to January 1, 2002.[126]

The Standardized Testing and Reporting Program (STAR)

Statutes 1997, chapter 828 repealed the option for school districts to select standardized tests from a list approved by the SBE, and instead enacted the Standardized Testing and Reporting (STAR) program, which required all school districts, charter schools, and county offices of education to administer to all pupils in grades 2 to 11(with exceptions, as specified) the single achievement test designated by the SBE.[127] The statewide testing was thus renamed STAR, expanded to include grade 11 pupils, and made compulsory by the amended code section. The amended section *permitted*, but did not require, school districts to provide to English learners an achievement test in their primary language, and required the same for pupils who had been enrolled less than one year in any public school in the state.[128] The amended section continued to provide for per pupil funding to administer the tests, of "up to eight dollars ($8) per test administered to a pupil in grades 2 to 11, inclusive."[129] And, amended section 60640 made the apportionment conditional upon the school district reporting the number of pupils enrolled and to whom the achievement test was administered, and the number of students exempted from the test either under section 60640 or at the request of a parent or guardian.[130] In addition, amended section 60641 made the reporting requirements to pupils' parents or guardians, their schools and teachers, and to the governing board of the school district and the county office of education mandatory, rather than conditioning the funding on satisfying these requirements, as before.[131]

In accordance with the statute, the SBE selected the Stanford Achievement Test Series, Ninth Edition (Stanford 9) test, as the national norm-referenced achievement test for the 1997-1998 through 2001-2002 school years.[132]

In 2000, the STAR program was further amended, repealing and simplifying some requirements of the augmented California achievement tests, but also requiring an additional standards-based achievement test pursuant to Education Code section 60642.5, including, at a minimum, reading, spelling, written expression, and mathematics to be tested in grades 2-8, and reading, writing, mathematics, history-social science, and science to be tested in grades 9 to 11. In addition, the

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[125] See former Education Code section 60601 (Stats. 1995, ch. 977).

[126] See former Education Code section 60601 (Stats. 1996, ch. 69).

[127] See Exhibit X, Senate Floor Analysis, AB 2812 (2000); Education Code section 60640 (Stats. 1997, ch. 828).

[128] Education Code sections 60640(f-g) (Stats. 1997, ch. 828).

[129] Education Code section 60640(h) (Stats. 1997, ch. 828).

[130] Education Code section 60640(j) (Stats. 1997, ch. 828).

[131] Compare Education Code section 60641 (Stats. 1997, ch. 828) with Education Code section 60641 (Stats. 1995, ch. 975).

[132] Exhibit X, California STAR Program; Former Education Code section 60642 (as added by Stats. 1997, ch. 828).

new test required a writing assessment once during elementary school and once during middle or junior high school.[133]

In 2001, the sunset date for the STAR program was extended through January 1, 2005, and the achievement test called for by section 60642.5 was renamed the California Standards Tests (CST).[134] In addition, the CST was amended to require a history-social science assessment and science assessment in at least one elementary or middle school grade level, as selected by SBE.[135] At the same time, the prior national norm-referenced achievement test (at that time the Stanford 9) was limited in scope, excluding the previously required yearly history-social science test for grades 9 to 11.[136] Beginning in the 2002-2003 school year, the Stanford 9 was replaced by the California Achievement Tests, Sixth Edition Survey (CAT/6), and the California Alternate Performance Assessment (CAPA) was added.[137]

In 2004, the sunset date for the STAR program was extended again to January 1, 2011, and the required tests were limited by excluding pupils in grade 2 beginning July 1, 2007 from the standards-based achievement test required pursuant to section 60642.5 (the CST). In addition, beginning in the 2004-2005 school year, the CAT/6 was limited to grades 3 and 7.[138]

In 2007 the sunset date for the STAR program was extended again to January 1, 2012, and the law was amended to include pupils in grade 2 in the standards-based achievement tests provided for in section 60642.5 (the CST).[139] In 2008, the CAT/6 was repealed.[140]

In 2010 the sunset date for STAR was extended again to July 1, 2013, and the Legislature expressed its intent that the state transition to "a system of high-quality assessments, as defined in the federal Race to the Top guidance and regulations."[141] Finally, in 2011, the sunset date was

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[133] See Exhibit X, Senate Floor Analysis, AB 2812 (2000), dated August 25, 2000; Education Code section 60642.5 (added, Stats. 2000, ch. 576). See also, former section 60603 (as amended, Stats. 1999, ch. 83).

[134] Education Code sections 60601; 60642.5 (as amended, Stats. 2001, ch. 722).

[135] Education Code section 60642.5 (Stats. 2001, ch. 722).

[136] Education Code section 60642 (Stats. 2001, ch. 722). Compare to former Education Code section 60603(e) (Stats. 1999, ch. 83).

[137] Exhibit X, California STAR Program.

[138] Education Code section 60640 (as amended, Stats. 2004, ch. 233).

[139] Education Code sections 60601; 60603; 60640 (as amended, Stats. 2007, ch. 174).

[140] Former Education Code section 60642 (repealed, Stats. 2008, ch. 757). See also section 60640 (as amended, Stats. 2008, ch. 757).

[141] Education Code sections 60601; 60604.5 (as added or amended, Stats. 2009-2010, 5th Ex. Sess., ch. 2).

extended through July 1, 2014,[142] but then the STAR program was superseded by the test claim statutes at issue here as of January 1, 2014.[143]

Thus, immediately prior to the test claim statutes pled in this claim, the STAR program consisted of the following components:

- The California Standards Tests (CSTs) for English language arts (ELA) and mathematics, in grades 2 to 11, inclusive;
- CSTs in science for grades 5, 8, and 10;
- CSTs in history-social science for grades 8 and 11;
- The California Modified Assessment (CMA) and the California Alternate Performance Assessment (CAPA), for eligible pupils in accordance with an individualized education plan (IEP), for English language arts and mathematics in grades 3 to 8 and 11; and for science in grades 5, 8, and 10.
- The Primary Language assessments for Reading/Language Arts and mathematics in grades 2 to 11 (also called the Standards-based Test in Spanish);
- Specified end-of-course assessments in mathematics and science; and,
- The Early Assessment Program (EAP) in Grade 11.[144]

As discussed below, the test claim statutes leave in place, pending recommendations of the SBE to replace them, the CSTs for science in grades 5, 8, and 10; the CMA and CAPA for science in grades 5, 8, and 10; The CAPA for ELA and mathematics in grades 2 through 11; the primary language assessments (STS) in reading/language arts; the EAP; and end-of-course examinations.[145] The Smarter Balanced Summative Assessments, as described below, replace the CSTs for English language arts and mathematics in grades 3 to 8 and 11.

C. The *STAR* Test Claims

<u>*STAR*/National Norm-Referenced Achievement Test</u>

In August 2000, the Commission made a determination on the STAR program, as it existed in 1997, in test claim *Standardized Testing and Reporting (STAR)*, 97-TC-23. The Commission found reimbursable activities related to administering only the norm-referenced test (then the Stanford 9, and later the CAT/6) and the designated primary language test (SABE/2).

In 2004, the Legislature ordered the Commission to reconsider the *STAR* decision.[146] On reconsideration, the Commission found that the SABE/2 was a federal mandate and, thus, denied

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[142] Statutes 2011, chapter 608, by making the STAR program inoperative on July 1, 2014, and repealing it on January 1, 2015.

[143] Statutes 2013, chapter 489.

[144] Exhibit X, STAR 2013 Legislative Report, June 2013, pages 5-6.

[145] Education Code sections 60640; 60603. See also, Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, October 2014, page 9.

[146] Statutes 2004, chapter 216, § 34.

reimbursement to administer that test. The Commission determined that administering the CAT/6 exam in grades 3 and 7 imposed a reimbursable state mandate on school districts within the meaning of article XIII B, section 6 of the California Constitution and Government Code sections 17514, effective July 1, 2004.[147] Specifically, the Commission found the following activities to be reimbursable:

1. Administration of the CAT/6 (or a successor national norm-referenced test) to all pupils in grades 3 and 7. (Ed. Code, §§60640(b) and (c), 60641(a); Cal. Code Regs., tit. 5, §§ 851, 852, (b), 853, and 855.) Costs associated with teacher time to administer the test are not reimbursable.
2. Designation of a STAR Program district coordinator. (Cal. Code Regs., tit. 5,§§ 857-859, 865, 867, and 868.) This would only be reimbursable to the extent it applies to the CAT/6.
3. Designation of a STAR Program test site coordinator at each test site. (Cal. Code Regs., tit. 5, §§ 857-859, 865, 867, and 868.) This would only be reimbursable to the extent it applies to the CAT/6.
4. Inclusion of CAT/6 test results in each pupil's record of accomplishment. (Ed. Code, §§ 60607(a), 60641(a).)
5. Reporting of individual CAT/6 (or successor national norm referenced test) test results in writing to each pupil's parent or guardian and to the pupil's school and teachers. (Ed. Code, § 60641(b) and (c); Cal. Code Regs., tit. 5, § 863.)[148]
6. Reporting of district-wide, school-level, and class-level CAT/6 test results to the school district's governing board or county office of education. (Ed. Code, § 60641(d)[149]; 147 Cal. Code Regs., tit. 5, § 864.)
7. Submission of a report on the CAT/6 test to the Superintendent of Public Instruction. (Ed. Code, § 60640(j); Cal. Code Regs., tit. 5, § 862.)
8. Exemption of pupils from the CAT/6 test upon request of their parent or guardian. (Ed. Code, §§ 60615, 60640(j); Cal. Code Regs., tit. 5, § 852(a).)
9. Submission to the State Department of Education whatever information the Department deems necessary to permit the Superintendent of Public Instruction to prepare a report analyzing, on a school-by-school basis, the results and test scores of the CAT/6 test. (Ed. Code, § 60630(b); Cal. Code Regs., tit. 5, § 861.)

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[147] *Reconsideration of Standardized Testing and Reporting*, adopted July 28, 2005 (04-RL-9723-01).

[148] This requirement had been moved to Education Code section 60641(a)(2) since the adoption of the original test claim decision, but was still included as reimbursable as renumbered in the reconsideration and in the later adopted parameters and guidelines.

[149] This requirement was later moved to Education Code section 60641(a)(3) but was still included as reimbursable in the reconsideration and in the later adopted parameters and guidelines.

10. Training and review of the CAT/6 test requirements as outlined in the test claim legislation and regulations by school district staff.
11. Implementation of procedures relating the administration of the CAT/6 test.[150]

The Commission also found that the following activities initially approved in the test claim decision were not reimbursable because they were mandated by the federal government:

1. Administration of an additional test to pupils of limited English proficiency who are enrolled in grades 2 through 11 if the pupil was initially enrolled in any school district less than 12 months before the date that the English language STAR Program test was given. (Ed. Code, § 60640(g); Cal. Code Regs., tit. 5, § 851(a).)
2. Exemption from testing for pupils if the pupil's IEP has an exemption provision. (Ed. Code, § 60640 (e) and (j); Cal. Code Regs., tit. 5,§ 852(b).)
3. Determination of the appropriate grade level test for each pupil in a special education program. (Cal. Code Regs., tit. 5, § 852(b).)
4. Provision of appropriate testing adaptation or accommodations to pupils in special education programs. (Cal. Code Regs., tit. 5, § 852(b).)[151]

Finally, the Commission found that:

- All state funds appropriated for STAR must be used to offset all activities associated with administration of the CAT/6 exam; and that in any fiscal year in which school districts are legally required to, they must, "reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them" from appropriated state funds; [152] and
- School districts are not required to use Title I funds to offset the activities in the *STAR* statement of decision (i.e., to administer the CAT/6); and
- All federal Title VI funds appropriated for STAR, in any fiscal year in which school districts are legally required to do so, must be used to offset all activities associated with administration of the CAT/6 exam, and that school districts must "reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them" from appropriated federal Title VI funds.[153]

The Commission did not make findings in either *STAR* or the reconsideration of *STAR*, on any other tests or components of the program: only Statutes 1997, chapter 828, adding the Stanford 9

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[150] *Reconsideration of Standardized Testing and Reporting*, adopted July 28, 2005 (04-RL-9723-01).

[151] *Reconsideration of Standardized Testing and Reporting*, adopted July 28, 2005 (04-RL-9723-01).

[152] Statutes 2004, chapter 208, Item 6110-113-0001, Schedule 3, Provision 8. Statutes 2005, chapter 38, Item 6110-113-0001, Schedule 2, Provision 8.

[153] Statutes 2004, chapter 208, Item 6110-113-0890, Schedule 2, Provision 11. Statutes 2005, chapter 38, Item 6110-113-0890, Schedules 4, 7, and 10, Provision 10.

and the SABE 2 was pled in test claim 97-TC-23, and the Commission found in its reconsideration decision that its jurisdiction was limited to the statutes pled in the original test claim.[154]

On May 29, 2009, the Commission amended the parameters and guidelines to end the *STAR* program as of September 29, 2008, based on the effective date of Statutes 2008, chapter 757, which repealed the requirement of school districts to administer the CAT/6 in grades 3 and 7.[155]

STAR II and III

On August 2005, claimant San Diego Unified School District (SDUSD) filed the *STAR II*, 05-TC-02, test claim with the Commission, alleging that Education Code sections 60601, 60602, 60603, 60604, 60605, 60605.6, 60606, 60607, 60611, 60640, and 60641, as added or amended by Statutes 2004, chapter 233, imposed a new program or higher level of service to administer the achievement test specified by the State Board of Education to all students in grades 3 and 7 and the standards based achievement test to all students in grades 3 - 11, inclusive, commencing in the 2004-2005 fiscal year and each year thereafter.[156]

On September 21, 2005, claimant Grant Joint Union High School District (GJUHSD) filed another *STAR* test claim (05-TC-03) with the Commission alleging that Education Code sections 60640, 60641, 60642.5, as added or amended by Statutes 2003, chapter 733, and California Code of Regulations, title 5, sections 850, 851, 852, 853, 855, 857, 858, 859, 861, 862, 863, 864.5, 865, 866, 867, 867.5, 868 as added or amended by Register 2005, No. 34 (eff. 9/21/2005) imposed a new program or higher level of service to administer the STAR testing program beginning in the 2004-2005 fiscal year and each year thereafter.[157]

Test claims 05-TC-02 and 05-TC-03 were consolidated on October 6, 2005 and named *STAR II*.

On June 25, 2009, claimant Twin Rivers Unified School District (which succeeded and took over GJUHSD pursuant to Measure B) filed a test claim that was named *STAR III*, 08-TC-06, alleging the following statutes and regulations imposed a new program or higher level of service to administer the STAR testing program beginning in the 2004-2005 fiscal year and each year thereafter:

> Education Code Sections 60640, 60641, 60642.5 60607, 60615, and 60630 as added or amended by Statutes 1995, chapter 975; Statutes 1997, chapter 828; Statutes 1999, chapter 735; Statutes 2000, chapter 576; Statutes 2001, chapter 20; Statutes 2001, chapter 722; Statutes 2002, chapter 1168; Statutes 2003, chapter 773; Statutes 2004, chapter 183; Statutes 2004, chapter 233; Statutes 2005, chapter 676; Statutes 2007, chapter 174; Statutes 2007, chapter 730; Statutes, 2008, chapter 473; Statutes 2008, chapter 757, and, California Code of Regulations, title 5, sections 850, 851, 852, 853, 855, 857, 858, 859, 861, 862,

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[154] See *Reconsideration of Standardized Testing and Reporting*, adopted July 28, 2005 (04-RL-9723-01), page 23.

[155] See, Parameters and Guidelines Amendment for *National Norm-Referenced Achievement Test (STAR)*, adopted May 29, 2009. (05-PGA-03.)

[156] Test Claim *STAR II*, 05-TC-02, page 19.

[157] Test Claim *STAR II*, 05-TC-03, page 18.

863, 864.5, 865, 866, 867, 867.5, and 868, as added or amended by Register 2005, No. 34 (Sept. 21, 2005), Register 2006, No. 45 (Dec. 8, 2006).

Test claims 05-TC-02, 05-TC-03, and 08-TC-06 were consolidated for hearing. On December 12, 2013, the Commission adopted a decision denying the consolidated test claim on two bases:

1. Many of the statutes pled were denied for lack of jurisdiction, since the test claim was filed after the statute of limitations had run. Most relevant to this test claim, are Statutes 2000, chapter 576 and Statutes 2001, chapter 72, (adding and amending section 60642.5) which originally imposed the CST. As a result, there has never been a mandate finding on the CST program which has been required since 2001. [158]
2. The state appropriated state and federal funds that were sufficient as a matter of law to cover the costs of the following new required activities: [159]
   - Beginning July 1, 2004, administer the primary language test to pupils of limited English proficiency enrolled for less than 12 months in a nonpublic school in grades 2 to 11. Beginning October 7, 2005, school districts are required to administer the primary language test to those pupils in nonpublic schools in grades 3 to 11, instead of grades 2 to 11. (Ed. Code, § 60640(g), as amended by Stats. 2004, ch. 233.)
   - Effective September 21, 2005, district STAR coordinators are required to:
     - Immediately notify CDE of any security breaches or testing irregularities in the district before, during, or after the test administration. (Cal. Code Regs., tit. 5, § 857(b)(9); Register 2005, No. 34.)
     - Ensure that an answer document is submitted for scoring for each eligible pupil enrolled in the district on the first day of testing. (Cal. Code Regs., tit. 5, § 857(b)(10), as added by Register 2005, No. 34.)
     - Train test site coordinators to oversee the test administration at each school. (Cal. Code Regs., tit. 5, § 857(b)(12); Register 2005, No. 34.)
   - Effective September 21, 2005, the STAR test site coordinators are required to:
     - Submit the signed security agreement to the district STAR coordinator prior to the receipt of test materials. (Cal. Code Regs., tit. 5, § 858(b)(4); Register 2005, No. 34.)
     - Ensure that an answer document is submitted for scoring for those pupils enrolled on the first day of testing, but excused from testing. (Cal. Code Regs., tit. 5, § 858(b)(9), as added by Register 2005, No. 34.)
     - Immediately notify the district STAR coordinator of any security breaches or testing irregularities that occur in the administration of the designated

[158] See Statement of Decision, *STAR II and III*, 05-TC-02, 05-TC-03, 08-TC-06, pages 3-5.

[159] See Statement of Decision, *STAR II and III*, 05-TC-02, 05-TC-03, 08-TC-06. Note that since funding was sufficient to cover the costs of all required activities, this decision contained no analysis on whether the required activities mandated a new program or higher level of service.

achievement test, the standards-based achievement tests, or the CAPA that violate the terms of the STAR Security Affidavit in Section 859. (Cal. Code Regs., tit. 5, § 858(b)(11); Register 2005, No. 34.)

  - Train all test examiners, proctors, and scribes for administering the tests. (Cal. Code Regs., tit. 5, §§ 851(e) and 858(b)(12); Register 2005, No. 34.)

- Effective September 21, 2005, provide all information specified in section 861(a) to the contractor for those pupils enrolled on the first day the tests are administered and who do not in fact take a STAR test. (Cal. Code Regs., tit. 5, § 861(a); Register 2005, No. 34.)
- Effective September 21, 2005, provide the following new information to the contractor for each pupil tested:
  - The pupil's full name;
  - Date of English proficiency reclassification;
  - If R-FEP pupil scored proficient or above on the California English-language arts test three (3) times since reclassification to English proficient;
  - California School Information Services (CSIS) Student Number once assigned;
  - For English learners, length of time in California public schools and in school in the United States;
  - Participation in the National School Lunch Program;
  - County and district of residence for pupils with Individualized Education Programs (IEPs);
  - Special testing conditions and/or reasons for not being tested. (Cal. Code Regs., tit. 5, § 861(a); Register 2005, No. 34.)
- Effective September 21, 2005, establish a periodic delivery schedule, which conforms to section 866(a) and (b), to accommodate test administration periods within the school district. (Cal. Code Regs., tit. 5, § 866(b); Register 2005, No. 34.)

The STAR program activities remained in the law, and continued to be required for school districts until the STAR program was replaced with CAASPP by the test claim statutes.

D. Replacement of STAR with CAASPP by the Test Claim Statutes

Statutes 2013, chapter 489 replaces the STAR program, effective January 1, 2014, with the "Measurement of Academic Performance and Progress," which in turn is renamed the California Assessment of Student Progress and Performance (CAASPP) by Statutes 2014, chapter 32, and further refined by Statutes 2014, chapter 327. Statutes 2013, chapter 489, Statutes 2014, chapter 32, and Statutes 2014, chapter 327, as well as California Code of Regulations, title 5, sections 850-864, as amended by Register 2014, Nos. 6, 30, and 35, constitute the test claim statutes and regulations pled in this consolidated claim.

The test claim statutes and regulations require school districts to transition from a set of paper and pencil multiple choice tests by no later than 2017 to computer-based tests aligned to the Common Core State Standards (CCSS), and which are adaptive to the individual pupil's response, considered highly reliable, and provide the best possible information to pupils, parents, teachers and schools, and help students prepare for college and careers. For the time being, CAASPP includes the Smarter Balanced Summative Assessments (which, beginning in 2014-2015 are computer-adaptive) for English language arts and mathematics in grades 3-8 and 11, and the CST remains for science in grades 5, 8, and 10. In addition, for certain eligible students, the CMA, the CAPA, and Alternative Assessment Field Testing remain in place.[160] Section 60640 provides that the CST for science and the CAPA shall be replaced in the future with a new assessment recommended by the SPI.[161] Thus, the CAASPP program replaces the CSTs for English language arts and mathematics for grades 3 to 8 and grade 11, with the expressed intent of later replacing the CAPA and the CST for science, all of which are intended to be computer-adaptive assessments aligned with the CCSS.[162]

The goal of CAASPP is "to provide assessments that can assist teachers, administrators, students and parents/guardians with a better understanding of college and career readiness."[163] California Code of Regulations, title 5, section 850, identifies the "Smarter Balanced Assessment Consortium" as "the multi-state consortium responsible for the development of the English language arts and mathematics summative assessments administered pursuant to Education Code section 60640(b)(1)…"[164] The Smarter Balanced Assessment Consortium, for its part, states that the new computer-adaptive assessments are intended to provide more accurate and faster results

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[160] See Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 9.

[161] Education Code section 60640(b)(2-3) (Stats. 2013, ch. 489). See also, Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 21:

> California students with significant cognitive disabilities did not participate in the 2013–14 Smarter Balanced Field Test, but continued to participate in the CAPA with test results reported and used for accountability. California is eager to move forward with an alternate assessment that is aligned with the CCSS in ELA and mathematics and provide a similar opportunity for students with significant cognitive disabilities to receive the same valuable opportunity to "test the system" as our general education students did.
>
> In the 2014–15 school year, California will implement a new computer-based alternate assessment in ELA and mathematics aligned with the CCSS with the intent of field testing all eligible students. This plan is in the best interest of our students, teachers, and schools and consistent with our successful Smarter Balanced Field Test.

[162] See Education Code sections 60602.5; 60640 (Stats. 2013, ch. 489).

[163] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 8.

[164] California Code of Regulations, title 5, section 850 (Register 2014, No. 6).

for teachers and pupils.[165] Section 853 of the implementing regulations states that the primary mode of administration of the CAASPP shall be via computers, including "the use of an assessment technology platform, and the adaptive engine", but that "[i]f available, an LEA may utilize a paper-pencil version" of the new assessment for up to three years, in accordance with section 60640(e), if the LEA first identifies the pupils that are unable to access the computer-based version.[166]

California adopted the CCSS in 2010, and became a governing member of the Smarter Balanced in 2011. After Statutes 2013, chapter 489 was enacted, but before it became operative on January 1, 2014, school districts began preparing for the 2014 field test.[167] The field test served multiple purposes: one purpose was to evaluate the effectiveness of the test, and give students and teachers a glimpse of the types of questions; the second was to allow school districts and CDE to gauge their readiness to administer the full test in 2014-2015.[168] In the Fall of 2013, prior to the effective date of the test claim statutes and regulations, and prior to the administration of the 2014 field test, CDE asked school districts to rate their level of confidence of readiness to administer the Smarter Balanced assessments. In its "Findings from the California Department of Education Technology Preparedness Survey" dated September 26, 2013, CDE reported that 85 percent of respondents stated they had considerable or some level of confidence that they had an adequate number of computers with the minimum operating system requirements, and 90 percent indicated considerable or some confidence that they had adequate network bandwidth.[169] Ultimately, 90 percent of eligible pupils in grades 3-8 completed the computer-based Spring 2014 ELA field test, and 92 percent completed the computer-based field test in mathematics.[170] There was no paper-pencil alternative for the 2014 field test.[171] After the field test, several focus groups were held, beginning in July 2014, to discuss best practices, and areas of improvement.[172] In particular, LEA CAASPP coordinators identified the following needs for the 2015 test and beyond:

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[165] See www.smarterbalanced.org [entries "About" and "Computer Adaptive Testing"].

[166] California Code of Regulations, title 5, section 853 (Register 2014, No. 35).

[167] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 11.

[168] Exhibit X, Field Test – Smarter Balanced Assessment Consortium; Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 12.

[169] Exhibit X, Findings from the California Department of Education Technology Preparedness Survey, page 2.

[170] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, Appendix E, pages 37; 39.

[171] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 13.

[172] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 14.

- Preparation – students and staff need to work with and practice with the test, and improve computer literacy and skills;
- Scheduling – a large proportion of coordinators reported difficulty in predicting the amount of time students need to complete the test;
- Technology – coordinators reported a need for increased bandwidth, and more devices for testing;
- Support – coordinators reported a need for onsite technology support;
- Accommodations and Designated Supports – coordinators reported needing a better understanding of designated supports and a process for identifying students' eligibility for certain supports.[173]

In the 2013-2014 budget, the state provided $1.25 billion to support the implementation of CCSS, including, "expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments."[174] Additionally, the 2013-2014 budget provided approximately $72.7 million in state funds "for purposes of California's pupil testing program," approximately $42 million of which was specifically tagged for the STAR program under Provision (2).[175] In addition, the 2013-2014 budget included $25 million in federal funds for pupil testing, approximately $9.4 million of which was specifically identified for the STAR program, with instructions that federal funding should be applied to mandated costs first, then the state funding.[176]

In the 2014 budget, the Legislature identified $8.2 million for the STAR program, $23.5 million for apportionment for 2013-2014 costs, and $75 million for "the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013."[177] In addition, approximately $8 million in federal funds was identified for statewide testing.[178]

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[173] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 18.

[174] Statutes 2013, chapter 48, section 85 (AB 86).

[175] Statutes 2013, chapter 20, Line Item 6110-113-0001.

[176] Statutes 2013, chapter 20, Line Item 6110-113-0890 [The amounts cited reflect the figures specifically attributed to the STAR testing, and exclude funding for the California High School Exit Examination, the California English Language Development Test, and others].

[177] Statutes 2014, chapter 25, Line Item 6110-113-0001 [The amounts cited reflect the figures specifically attributed to the statewide pupil assessment system established pursuant to Statutes 2013, chapter 489, and exclude funding for the California High School Exit Examination, the California English Language Development Test, and others].

[178] Statutes 2014, chapter 25, Line Item 6110-113-0890 [The amounts cited reflect the figures specifically attributed to the statewide pupil assessment system established pursuant to Statutes 2013, chapter 489, and exclude funding for the California High School Exit Examination, the California English Language Development Test, and others].

III. Positions of the Parties

A. Claimants

Claimants allege that the test claim statutes and regulations will result in reimbursable statewide increased costs mandated by the state totaling $1 billion in the 2014-2015 fiscal year.[179] More specifically, claimants pled their own 2013-2014 and 2014-2015 costs as follows: Santa Ana Unified School District alleges $3,217,495.70 in increased costs for fiscal year 2013-2014, and estimates $8,609,854.23 for fiscal year 2014-2015. Porterville Unified School District alleges $3,831,924.79 in increased costs for fiscal year 2013-2014, and estimates $3,340,840.67 for fiscal year 2014-2015. Plumas Unified School District alleges $509,533.07 in increased costs for fiscal year 2013-2014, and estimates $1,934,744.40 for fiscal year 2014-2015. And the Plumas County Office of Education alleges $356,783.08 in increased costs for fiscal year 2013-2014, and estimates $380,061.64 for fiscal year 2014-2015.[180]

The claimants allege that those increased costs result from the following mandated new or modified activities:

- Administration of the new assessments, in accordance with sections 60640 and 60641;
- Administration of the 2013-2014 field tests;
- Administration of the tests at the time specified in the regulations;
- Making arrangements to test all eligible pupils, including those in alternative education programs or programs conducted off campus;
- Administration of an additional test to pupils with limited English proficiency, as specified;
- Exempting students from CAASPP testing upon request by a pupil's parent or guardian, or if called for by the pupil's individualized education plan (IEP);
- Determination of the appropriate grade level test for pupils enrolled in a special education program;
- Notifying parents or guardians, each year, of their pupil's participation in CAASPP, and of their right to opt-out pursuant to section 60615;
- Administering, scoring, transmitting, and returning the assessments in accordance with the manuals or other instructions provided by the contractor or by CDE;
- Administering the CAASPP test via computer, unless the LEA identifies pupils that are unable to access the computer-based version of the test for the first three years of implementation;
- Providing embedded and non-embedded universal tools, designated supports, and accommodations, as specified;

[179] Exhibit A, Amended Test Claim 14-TC-01, page 75.

[180] Exhibit A, Amended Test Claim 14-TC-01, pages 73-74.

- Requesting and providing individualized aids, as necessary;
- Providing embedded and non-embedded supports to English learners, as specified;
- Designating a CAASPP coordinator for the LEA, who shall be available through September 30 to complete the LEA testing activities;
- Designating a CAASPP test site coordinator for each test site, who shall be available through September 30 following the school year to resolve discrepancies in materials or errors;
- Ensuring that all LEA CAASPP coordinators and CAASPP test site coordinators sign the security agreement and affidavit, prior to receiving any test materials; and that all coordinators immediately report any security breaches or testing irregularities;
- Including CAASPP assessment results in each pupil's records;
- Providing any and all program and demographic data requested by CDE for inclusion in the California Longitudinal Pupil Achievement Data System;
- Forwarding or transmitting pupil results to the pupil's parent or guardian within 20 days of receipt from the contractor;
- Reporting district-wide, school-level, and class-level results to the school district's governing board or county office of education;
- Abiding by any and all instructions provided by the CAASPP contractor or consortium;
- Providing interim and formative assessments for kindergarten and grades 1-12;
- Training and reviewing the CAASPP program requirements imposed by the test claim statutes and regulations; and
- Developing and implementing policies, training, procedures and forms.[181]

Claimants further allege that they are "unaware" of any dedicated state or federal funds, except the "Common Core Implementation Block Grant."[182]

In rebuttal comments, the claimants further argue that CAASPP is "fundamentally new" as compared to the prior STAR tests. Specifically, claimants point out that the computer-based assessment is adaptive: "students who answer the first few questions correctly will get progressively harder questions, while students who answer the first few questions incorrectly will get progressively easier questions." In addition, claimants argue that CAASPP is a new program or higher level of service because "the assessment *mechanism* is entirely different."[183]

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[181] Exhibit A, Amended Test Claim 14-TC-01, pages 90-96.

[182] Exhibit A, Amended Test Claim 14-TC-01, page 76.

[183] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 4.

The claimants further argue that CAASPP is not mandated by the federal No Child Left Behind Act. Although previous test claims on the STAR requirements did not reach the federal mandate issue, the claimants argue that "California was compliant with NCLB's requirement…[to test its pupils, but]…California chose – without any change to NCLB – to adopt a new assessment regime that was much more expansive (and expensive)."[184]

And, the claimants argue that the funding cited by Finance as applicable to or available for the implementation of CAASPP is not sufficient to fund the costs of the mandate, and is mostly one-time. Specifically, the claimants argue that $1.25 billion in the 2013-2014 budget appropriated for CCSS implementation does not constitute additional revenue specifically intended to fund the costs of the mandate, within the meaning of section 17556(e), because the $1.25 billion is not specifically aimed at funding CAASPP. Upgrading technology, including network bandwidth "necessary to support the administration of computer-based assessments…" is only one of several permissible purposes of the added funding, and districts are free to use the funds in other ways or for other purposes.[185] Similarly, an additional $400.5 million included in the 2013-2014 budget for reimbursement of outstanding mandate debt is not "specifically intended to fund the costs of the state mandate…," the claimants argue, because it is intended first to satisfy old debt, not new programs, and once outstanding debt is satisfied, there is no legal restriction on the use of any remaining funds.[186] And, the claimants argue that $26.7 million in the 2013-2014 budget for the California K-12 High Speed Network does not constitute additional revenue to satisfy costs of the mandate because "districts and county offices of education do not actually receive these funds directly; they only receive the benefit."[187] Finally, claimants argue that $22.7 million federal pass-through funding in the 2014 Budget Act should not be considered additional revenues specifically intended to fund the mandate, because California schools received a waiver under the federal No Child Left Behind Act for 2013-2014 and 2014-2015. However, claimants concede that $126.8 million in state funding constitutes additional revenues within the meaning of section 17556(e), but the amount "is simply woefully inadequate to offset the significant financial need the test claimants have demonstrated in the claim."[188]

In response to the draft proposed decision on 14-TC-01, claimants submitted additional declarations from 77 school districts estimating their technology-related and staffing-related costs for fiscal years 2013-2014 and 2014-2015, combined. This additional documentation also purports to show that the per-pupil cost of administering the CAASPP exceeds the per-pupil funding appropriated, based on 2013-2014 enrollment as a proxy for the number of examinations administered in both 2013-2014 and 2014-2015, and based on the average annual cost over the first two years of implementation, as reported by the 77 survey respondents.[189] Claimants further assert that the cost data already provided, "extrapolated out to all districts in the state greatly,

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[184] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 5.

[185] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, pages 6-7.

[186] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 7.

[187] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 8.

[188] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 8.

[189] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 11 and following.

exceed the $145 million identified as offsetting revenue [for fiscal year 2014-2015]."[190] In addition, claimants vigorously dispute the conclusion in the draft proposed decision that technology upgrades and acquisitions required to administer the CAASPP are a one-time required activity, rather than an ongoing requirement.[191] And, claimants argue that it was not necessary to plead Register 2014, No. 6 in their test claim, because that emergency regulatory package was repealed by operation of law.[192]

In 14-TC-04, which was consolidated with 14-TC-01, the claimants nevertheless plead the implementing regulations as amended by Register 2014, No. 6, and declare, under penalty of perjury, that they first incurred costs under these regulations "subsequent to February 3, 2014."[193] The claimants allege that school districts and county offices of education have incurred or will incur costs to review and implement the regulations, and to train and hire administrators, teachers, and other school district personnel.[194] Attached to this second test claim, claimants submitted declarations including cost information: specifically, invoices and purchase orders for technology costs incurred between February 3, 2014 and June 30, 2014.[195]

B. Department of Finance

Finance asserts in its comments that the test claim statutes are not reimbursable primarily because:

A. The No Child Left Behind Act (NCLB) is a federal mandate; therefore administering the CAASPP System is not a state mandate because it is required to ensure California's compliance with NCLB.

B. The CAASPP System replaced the Standardized Testing and Reporting (STAR) Program. The Commission has previously denied similar claims relating to the administration of the STAR Program, concluding that the test claim statutes and regulations did not impose a reimbursable state-mandated program on school district because the state has appropriated state and federal funds sufficient to pay for the costs of the claimed activities that were beyond those activities necessary to implement the testing requirements of federal law.[196]

Finance asserts that the adoption of CCSS by the State Board of Education on August 2, 2010 created "a need to replace STAR with the CAASPP System, which is aligned to the standards." The new system of assessments, Finance asserts, "will be operational in Spring 2015." And, Finance states that while the new assessments are "computer-adaptive", Statutes 2013, chapter

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[190] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[191] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 4-8.

[192] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 9.

[193] Exhibit B, Test Claim 14-TC-04, pages 13; 42; 52; 66; 70; 79; 88.

[194] Exhibit B, Test Claim 14-TC-04, pages 16-17.

[195] Exhibit B, Test Claim 14-TC-04, page 42 and following.

[196] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 1.

489 "authorizes schools to administer any computer-based CAASPP assessments on paper for up to three years after a new operational test is first administered."[197]

Finance goes on to assert that because Statutes 2013, chapter 489 "repealed STAR and replaced it with the CAASPP System," the new assessments "should not be considered a new program." In addition, Finance notes that prior to the enactment of NCLB, the Improving America's Schools Act (IASA) required "statewide systems of assessment and accountability for schools and districts receiving Title I funds." Those assessment requirements included: "(1) the testing of all students in each of three grade spans (grades 3 through 5, 6 through 9, and 10 through 12); (2) the provision of reasonable adaptations and accommodations for students with special learning needs; and (3) the provision of individual student assessment results to parents." Finance notes that NCLB replaced the IASA in 2002, and required states to develop assessments that met specific criteria; specifically, annual testing in mathematics and reading is required for grades 3 through 8 and once in grades 9 through 12, and states are required to begin assessing students in science in the 2007-2008 school year and thereafter. Finance notes that a state not meeting these requirements "would jeopardize the receipt of federal NCLB funds." Therefore, Finance concludes that "CAASPP is a federal mandate, as defined in Government Code Section 17513…and subsection (c) of Government Code Section 17556…"[198]

Finance further asserts that to receive Title I and Title VI funding under NCLB, a state must submit a plan to the Secretary of Education "that satisfies the requirements of this section…", including establishing a statewide assessment and accountability system for all public school students, which must be based on academic standards, and must demonstrate what constitutes "adequate yearly progress of the State, and of all public elementary schools, secondary schools, and local educational agencies in the State, based on those academic assessments." Finance also notes that "Title I funds are clearly provided for school districts for the CAASPP System, which is the central element of the State's assessment and accountability system used to satisfy the federal requirements under NCLB." Moreover, Finance notes that under Title VI of the NCLB Act, "Section 6111 provides that the grants be available for states to enable them to 'pay the costs of the development of the additional State assessments and standards required by section 1111(b),' which is referenced above under Title I."[199]

Additionally, Finance asserts that if the Commission determines that the CAASPP is not a federal mandate, "the following items and provisions of the 2014 Budget Act explicitly require the offset of state-mandated reimbursable costs for the CAASPP System:"

- $126.8 million in local assistance provided in item 6110-113-0001. Provision 7 of that item states that funds "shall be first used to offset any state-mandated reimbursable costs…for the remaining costs of the STAR 2013-2014 test administration, the California English Language Development Test, the California High School Exit Examination, and the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013."

[197] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 1.

[198] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 2.

[199] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 3.

- $22.7 million in Federal Trust Fund local assistance provided in item 6110-113-0890. Provision 6 states that "[f]unds provided to local educational agencies from Schedules (2), (3), and (5) shall first be used to offset any state-mandated reimbursable cost…for the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013…"[200]

Finance argues that these appropriations provide sufficient funds to cover the costs of the CAASPP activities and "should result in no costs mandated by the state pursuant to Government Code section 17556(e)."[201]

Finance further argues that this test claim presents essentially the same facts and issues as prior test claims on STAR, which the Commission denied. Finance notes that the Commission previously denied test claim *STAR II and III* because the state has appropriated state and federal funds, and there was no evidence in the record showing increased costs beyond the funding provided.[202]

Finance further argues that if the Commission were to approve the test claim, it should also consider the $1.25 billion in common core implementation funds as offsetting revenues, in part because the budget provision states that the funds shall be used for technology upgrades, including "expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments."[203] And, Finance notes that the 2014 Budget Act included $400.5 million in one-time funding for outstanding mandate claims, which could be used for any one-time purpose determined by the LEAs, including technology infrastructure.[204] Additionally, Finance asserts that $26.7 million included in the 2014 budget is intended to help schools "enhance their network connectivity…"

And, Finance argues that "schools are naturally compelled to invest in technology to adapt instructional delivery and student learning for the 21st century." Finance asserts: "We believe the claimants have the burden to show that any costs cited under this test claim were incurred solely to accommodate the CAASPP System, and not in part for other education or instructional purposes."[205] Finance then notes that even though the test claim statutes call for computer-based assessments, the schools are authorized to administer the CAASPP assessments on paper for up to three years, if necessary, and therefore any new costs prior to the 2016-2017 school year are voluntarily incurred.

In answer to claimants' rebuttal comments, Finance filed additional late comments, in which it argued that the K-12 High Speed Network funding, even though it provides a service, rather than directly providing funds, results in a school district that is able to avoid incurring new costs, because CDE assumes the procurement and contract costs on a grant basis. Finance reasons as

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[200] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 3.

[201] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 4.

[202] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 4.

[203] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, pages 5-6.

[204] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 6.

[205] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, page 7.

follows: "Had the $26.7 million not been available, grant recipients that identified lack of adequate internet connectivity as a barrier to administering the CAASPP would have incurred costs to enter into the private market to procure increased broadband services."[206]

In addition, Finance's comments assert that even though California received a waiver under NCLB for 2013-2014 and 2014-2015, "[t]he waiver granted by the federal government…does not exempt California from the requirement to administer assessments as a condition of meeting NCLB." Rather, Finance asserts that the waiver "was contingent on California local education agencies ensuring that, with the exception of students with the most significant cognitive disabilities, all students in grades 3 through 8 participated in the…field test…"[207]

In comments on the draft proposed decision on 14-TC-01, Finance reiterates that the test claim statutes "included a three-year period for local educational agencies to transition to computer-based assessments and specified that costs to administer the CAASPP be incurred up to the amount available for that purpose." Finance refers to Education Code section 60640(f), as amended, which provides that "[f]rom the funds available for that purpose, each local educational agency shall administer…" In addition, Finance argues that the 2013 Budget Act referenced pupil testing programs authorized by the same Education Code sections which were amended by the test claim statutes (in other words, the former STAR testing program), and thus Finance concludes that "[i]f the Commission finds that local educational agencies were required to incur technology costs…we argue that adequate funds were provided for this purpose."[208]

IV. Discussion

Article XIII B, section 6 of the California Constitution provides in relevant part the following:

> Whenever the Legislature or any state agency mandates a new program or higher level of service on any local government, the state shall provide a subvention of funds to reimburse such local government for the costs of such programs or increased level of service…

The purpose of article XIII B, section 6 is to "preclude the state from shifting financial responsibility for carrying out governmental functions to local agencies, which are 'ill equipped' to assume increased financial responsibilities because of the taxing and spending limitations that articles XIII A and XIII B impose."[209] Thus, the subvention requirement of section 6 is "directed to state-mandated increases in the services provided by [local government] …"[210]

Reimbursement under article XIII B, section 6 is required when the following elements are met:

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[206] Exhibit G, Finance's Late Comments on 14-TC-01, filed April 27, 2015, page 1.

[207] Exhibit G, Finance's Late Comments on 14-TC-01, filed April 27, 2015, pages 1-2.

[208] Exhibit K, Finance's Comments on Draft Proposed Decision on 14-TC-01, pages 1-2.

[209] *County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81.

[210] *County of Los Angeles v. State of California* (*County of Los Angeles I*) (1987) 43 Cal.3d 46, 56.

1. A state statute or executive order requires or "mandates" local agencies or school districts to perform an activity.[211]
2. The mandated activity either:
    a. Carries out the governmental function of providing a service to the public; or
    b. Imposes unique requirements on local agencies or school districts and does not apply generally to all residents and entities in the state.[212]
3. The mandated activity is new when compared with the legal requirements in effect immediately before the enactment of the test claim statute or executive order and it increases the level of service provided to the public.[213]
4. The mandated activity results in the local agency or school district incurring increased costs, within the meaning of section 17514. Increased costs, however, are not reimbursable if an exception identified in Government Code section 17556 applies to the activity.[214]

The Commission is vested with exclusive authority to adjudicate disputes over the existence of state-mandated programs within the meaning of article XIII B, section 6.[215] The determination whether a statute or executive order imposes a reimbursable state-mandated program is a question of law.[216] In making its decisions, the Commission must strictly construe article XIII B, section 6, and not apply it as an "equitable remedy to cure the perceived unfairness resulting from political decisions on funding priorities."[217]

A. Many of the Code Sections and Regulations Pled Do Not Contain Mandatory or Directory Language; Do Not Impose Any Activities on Local Government; or Are Not New, and Thus, Do Not Mandate a New Program or Higher Level of Service Within the Meaning of Article XIII B, Section 6 of the California Constitution.

1. Education Code sections 60602, 60602.5, 60603, and 60604, 60611, 60612, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, and 60810; and California Code of Regulations, title 5, sections 850 and 862.5, do not contain any mandatory or

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[211] *San Diego Unified School Dist. v. Commission on State Mandates* (*San Diego Unified School Dist*.) (2004) 33 Cal.4th 859, 874.

[212] *Id*., pages 874-875 (reaffirming the test set out in *County of Los Angeles, supra*, 43 Cal.3d 46, 56.)

[213] *San Diego Unified School Dist*., *supra*, 33 Cal.4th 859, 874-875, 878; *Lucia Mar Unified School District v. Honig* (1988) 44 Cal.3d 830, 835.

[214] *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487; *County of Sonoma v. Commission on State Mandates* (Cal. Ct. App. 1st Dist. 2000) 84 Cal.App.4th 1265, 1284; Government Code sections 17514 and 17556.

[215] *Kinlaw v. State of California* (1991) 53 Cal.3d 482, 487.

[216] *County of San Diego, supra*, 15 Cal.4th 68, 109.

[217] *City of San Jose v. State of California* (1996) 45 Cal.App.4th 1802, 1817

directory provisions, or are directed toward state entities or other actors, and therefore do not impose any mandated activities on local government.

Education Code sections 60602, 60602.5, 60603, and 60604, 60611, 60612, 60642.6, 60643, 60643.6, 60648, 60648.5, 60649, and 60810; and California Code of Regulations, title 5, sections 850 and 862.5, do not impose any required activities on local government. These sections state the Legislature's intent to provide a system of individual assessment of pupils, define terms of the CAASPP program, and provide for the apportionment of funds for the program; or, are directed to state agencies. Although these code sections and regulations provide background and help explain the scope of the program, they do not, themselves, impose any required activities on local school districts.

2. Education Code sections 60607, 60610, 60641, 99300, and 99301 as added or amended by Statutes 2013, chapter 489 and Statutes 2014, chapter 327, and California Code of Regulations, title 5, sections 851, 853.5, 853.7, 855, 859, 862, and 863 as amended by Register 2014, Nos. 6, 30, and 35 do not impose any new activities or costs on school districts.

In *Lucia Mar Unified School District v. Honig*, the Court held a mandated activity must be new when compared with the legal requirements in effect immediately before the enactment of the test claim statute or executive order, to impose a new program or higher level of service.[218]

Here, the requirements of sections 60607, 60610, 60641, 99300, 99301, and California Code of Regulations, title 5, sections 851, 853.5, 853.7, 855, 859, 862, and 863 do not impose new activities on school districts.

a) <u>Education Code section 60607, regarding the inclusion of the CAASPP results in a pupil's permanent school record, does not impose new requirements.</u>

Section 60607, as amended, provides that the new computer-based assessments shall be included in pupils' permanent school records, as follows:

> Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Measurement of Academic Performance and Progress (MAPP), or any predecessor assessments, established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take.[219]

In addition, amended section 60607 provides that "It is the intent of the Legislature that local educational agencies and schools use the results of the academic achievement tests administered annually as part of the MAPP to provide support to pupils and parents or guardians to assist pupils in strengthening their development as learners, and thereby to improve their academic achievement…"[220] The claimants cite the entirety of amended section 60607 in their test claim, alleging that the section imposes new activities.[221] However, the language of former section

[218] (1988) 44 Cal.3d 830, 835.

[219] Education Code section 60607 (Stats. 2013, ch. 489; Stats. 2014, ch. 327).

[220] *Ibid*.

[221] Exhibit A, Amended Test Claim 14-TC-01, page 19.

60607 was substantially the same, with respect to the California Standards Test (CST), and only minor, non-substantive changes were made by the amendment. Former section 60607(a), for example, provided:

> Each pupil shall have an individual record of accomplishment by the end of grade 12 that includes the results of the achievement test required and administered annually as part of the Standardized Testing and Reporting (STAR) Program established pursuant to Article 4 (commencing with Section 60640), results of end-of-course exams he or she has taken, and the vocational education certification exams he or she chose to take.[222]

Therefore, the only change to subdivision (a) is the replacement of "STAR" with "MAPP." The later amendments made by Statutes 2014, chapter 327, changed all references to the MAPP to CAASPP, and clarified a reference to "*former* Section 49079.6, as it read on December 31, 2013…"[223] There are no new activities or requirements imposed on school districts in the later-amended section.

Other changes made by Statutes 2013, chapter 489 include substituting "local educational agencies" for "schools" in subdivision (b), and "MAPP" for "statewide pupil assessment program" in subdivision (b) and "California Standards Test" in subdivision (c).[224] In each case "MAPP" was then amended to "CAASPP" by Statutes 2014, chapter 327.[225] These changes are non-substantive in nature; subdivision (a) requires that schools or school districts must maintain each pupil's "individual record of accomplishment," but prior section 60607 imposed the same requirement. The amendment effected by the test claim statute only substitutes the "MAPP" for the "STAR," and therefore does not change the nature or scope of any required activities.[226] Subdivision (b) states only the *intent of the Legislature* that LEAs use the results of the MAPP to support and assist pupils; that language is not new, and is intent language, which is not, in itself, mandatory or directory.[227]

The only remaining change to the section made by the test claim statute is to add the phrase "[e]xcept for research provided for in Section 49079.6…" when describing the requirement that pupils' records of accomplishment and results of their assessments be kept private without written consent from the pupil or a parent or guardian.[228] However, because that provision does not contain any mandatory or directory language, but is instead prohibitive, or limiting in nature, the change does not result in a mandated new activity or task.

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[222] Education Code section 60607(a) (as amended, Stats. 1997, ch. 828; Stats. 2001, ch. 722; Stats. 2004, ch. 233).

[223] Statutes 2014, chapter 327.

[224] Education Code section 60640 (Stats. 2013, ch. 489).

[225] Education Code section 60640 (Stats. 2014, ch. 327).

[226] Compare Education Code section 60607(a) (Stats. 2004, ch. 233) with Education Code section 60607(a) (Stats. 2013, ch. 489; Stats. 2014, ch. 327).

[227] See Former Education Code section 60607 (Stats. 2004, ch. 233; Education Code section 60607(b) (Stats. 2013, ch. 489; Stats. 2014, ch. 327).

[228] Education Code section 60607(c) (Stats. 2013, ch. 489; Stats. 2014, ch. 327).

b) Education Code sections 60610 and 60641 do not impose new requirements.

Sections 60610 and 60641, and California Code of Regulations, title 5, section 851, as amended, expressly include charter schools in a school district's testing program, and make other clarifying changes that are not new, with respect to prior law. These changes do not impose new activities on local government.

Section 60610, as amended, provides that at the request of the state board, and in accordance with the rules and regulations of the state board, "each county superintendent of schools shall cooperate with and assist school districts and charter schools under his or her jurisdiction in carrying out the testing programs…and other duties imposed on school districts by this chapter."[229] The plain language is mandatory, and imposes upon the county superintendent a duty to cooperate with and assist the schools within its jurisdiction with respect to the testing requirements of the test claim statutes. However, former section 60610 required county superintendents to perform the same activity, except that charter schools were not expressly named in the prior statute.[230] Former section 60610 stated that the county superintendent of schools "shall cooperate with and assist school districts under his or her jurisdiction in carrying out the testing programs of those districts and other duties imposed on school districts by this chapter." Charter schools were required under prior law to carry out the testing programs pursuant to Education Code section 60640(b), and county superintendents also had jurisdiction over charter schools under prior law.[231]

Section 60641, as amended, provides that the assessments "are scheduled to be administered to all pupils," including charter school pupils, except those exempted pursuant to section 60640, "during the period prescribed in subdivision (b) of Section 60640." In addition, the section requires that each pupil's individual results "shall be reported, in writing, to the parent or guardian of the pupil." That report must include a clear explanation of the purpose of the test, the pupil's score, and the LEA's intended use of that score. The section further provides that valid individual results shall be reported to the school and teachers of a pupil, and shall be included in pupil records. And, the section provides that districtwide, school-level, and grade-level results in each of the grades designated pursuant to section 60640, "but not the score or relative position of any individually ascertainable pupil," shall be reported to the governing board of the school district and the county office of education at a regularly scheduled meeting. The section further provides that the state board shall adopt regulations for these reporting requirements, including "a calendar for delivery" of the results. And, the section prohibits any reporting other than to the school or LEA where a group of scores includes 10 or fewer pupil assessments; except as required by section 60630, "in no case shall any group score or report be displayed that would deliberately or inadvertently make the score or performance of any individual pupil or teacher identifiable." Finally, the section provides that pupils in grade 11, or their parents, may request results "for the purpose of determining credit, placement, or readiness for college-level coursework be released to a postsecondary educational institution."[232] The later

[229] Education Code section 60610 (Stats. 2013, ch. 489).

[230] Education Code section 60610 (Stats. 1995, ch. 975).

[231] Education Code section 60640, as last amended by Statutes 2009-2010, chapter 2 (5th Ex Sess.); Education Code section 47605, as last amended by Statutes 2008, chapter 179.

[232] Education Code section 60641 (Stats. 2013, ch. 489; Stats. 2014, ch. 372).

amendments made by Statutes 2014, chapter 327 changed all "MAPP" references to "CAASPP," and eliminated an obsolete reference to section 49079.6.

The provision stating that the assessments "are scheduled to be administered" in accordance with section 60640 is not mandatory or directory; rather, it refers to the time in which an activity will be conducted. It appears from the context of this section and section 60640 that LEAs are required to administer the assessments. In any event, however, LEAs were required to administer the STAR tests under prior law, as explained above, and therefore if a requirement can be read into this section it is not new.

Furthermore, subdivision (d) provides that CDE "shall ensure that pupils in grade 11, or parents or legal guardians of those pupils *may request* results from grade 11 assessments…"[233] for the purpose of determining credit, placement, or readiness for college-level coursework. The plain language refers to a requirement placed on CDE, but it may be expected that schools and LEAs will control the results that pupils or parents seek, and therefore this section might be argued to implicate duties also for schools or LEAs. However, this requirement, too, is found in the prior section: "The department shall ensure that a California Standards Test that is augmented for the purpose of determining credit, placement, or readiness for college-level coursework of a pupil in a postsecondary educational institution inform a pupil in grade 11 that he or she may request that the results from that assessment be released to a postsecondary educational institution."[234]

Indeed, none of the substantive requirements of section 60641 are new. The CAASPP assessment replaces the STAR tests, and specifically the Smarter Balanced summative assessments replace the CSTs for English language arts and mathematics. Therefore a new and different test is required to be administered, but as the foregoing analysis demonstrates, many of the activities and tasks associated with administering the test are no different, based on the plain language of section 60641. Former section 60641 provided: "The standards based achievement test provided for in Section 60642.5 is scheduled to be administered to all pupils during the period prescribed in subdivision (b) of Section 60640."[235] As amended, section 60641 now provides: "The achievement tests provided for in Section 60640 are scheduled to be administered to all pupils, inclusive of pupils enrolled in charter schools and exclusive of pupils exempted pursuant to Section 60640, during the period prescribed in subdivision (b) of Section 60640." The only difference is the source of the test, whether section 60640 (the summative assessments, and the other tests preserved in the law pending a successor test being adopted) or 60642.5 (the CSTs), and the express inclusion of charter school pupils, who were required to be tested under prior law also.[236] Additionally, the reporting requirements, including maintaining pupil records, were substantially the same in prior law. For example, former section 60641 provided:

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[233] Education Code section 60641 (Stats. 2013, ch. 489; Stats. 2014, ch. 372 [emphasis added]).

[234] Education Code section 60641 (Stats. 2009, ch.187).

[235] As amended, Statutes 2009, chapter 187.

[236] Compare Education Code section 60641 (as amended, Stats. 2009, ch. 187) with Education Code section 60641 (as amended, Stats. 2013, ch. 489). See also, Exhibit X, Assembly Bill 484, Assembly Floor Analysis.

> The individual results of each pupil test administered pursuant to Section 60640 shall be reported, in writing, to the parent or guardian of the pupil. The written report shall include a clear explanation of the purpose of the test, the score of the pupil, and the intended use by the school district of the test score. This subdivision does not require teachers or other school district personnel to prepare individualized explanations of the test score of each pupil.[237]

As amended by Statutes 2013, chapter 489, section 60641 provides:

> For assessments that produce valid individual pupil results, the individual results of each pupil tested pursuant to Section 60640 shall be reported, in writing, to the parent or guardian of the pupil. The report shall include a clear explanation of the purpose of the test, the score of the pupil, and the intended use by the local educational agency of the test score. This subdivision does not require teachers or other local educational agency personnel to prepare individualized explanations of the test score of each pupil. It is the intent of the Legislature that nothing in this section shall preclude a school or school district from meeting the reporting requirement by the use of electronic media formats that secure the confidentiality of the pupil and the pupil's results. State agencies or local educational agencies shall not use a comparison resulting from the scores and results of the Measurement of Academic Performance and Progress (MAPP) assessments and the assessment scores and results from assessments that measured previously adopted content standards.[238]

The amended section thus limits the reporting requirement to "assessments that produce valid individual pupil results," as well as replacing "school district" with "local educational agency," and stating the intent of the Legislature that nothing in this section should *preclude* a school or district from providing results electronically, so long as the form is secure. When the former and amended sections are compared further, the reporting requirements that apply to the school and teachers, and the inclusion in pupil records, are also found in the prior law. In other words, nothing in this section imposes new activities on local government.[239]

c) <u>Education Code sections 99300 and 99301, regarding the Early Assessment Program and the provision of the CAASPP results to the Chancellor of the Community Colleges, do not impose any new requirements on school districts.</u>

Sections 99300 and 99301, as amended, make clarifying changes to the Early Assessment Program that do not impose any new activities on local government. Section 99300 provides that for purposes of the Early Assessment Program, established by the California State University in 2004, the former California Standards Test (CST) and augmented CST "may be replaced with the grade 11 consortium computer-adaptive assessments in English language arts and mathematics." The section does not contain any mandatory or directory language aimed at local government, and primarily states the intent of the Legislature with respect to the EAP.

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[237] As amended, Statutes 2009, chapter 187.

[238] As amended by Statutes 2014, chapter 327, "MAPP" is replaced with "CAASPP."

[239] Compare Education Code section 60641 (Stats. 2009, ch. 187) with Education Code section 60641 (Stats. 2013, ch. 489; Stats. 2014, ch. 327).

Section 99301, as amended, provides for "individual grade 11 assessment results," "or a standards-aligned successor assessment," to be used by community college districts and the CSU system "to provide diagnostic advice to, or for the placement of, prospective community college students participating in the [Early Assessment Program]." Pupils' individual results are "provided to the office of the Chancellor of the California Community Colleges," which "shall coordinate" with community college districts voluntarily participating in the EAP, and the Chancellor shall release the results to participating districts so that they may provide diagnostic advice to prospective students. The results shall also be used to assess college readiness, and to provide "additional preparation in grade 12 for prospective community college students" but not as a criterion for admission.[240]

The claimants cite only paragraph (b)(1), and subparagraph (b)(2)(C) as imposing an alleged mandate. Section 99301(b)(1) provides: "…the individual assessment results, as referenced in Section 60641, or a standards-aligned successor assessment, shall be provided to the office of the Chancellor of the California Community Colleges." Section 99301(b)(2)(C) provides that the Chancellor shall: "Provide access to the individual assessment results, as referenced in Section 60641, or a standards-aligned successor assessment, to participating community college districts."[241]

Prior to this amendment, however, section 99301 provided substantially the same with respect to pupils' individual results on the CST.[242] For example, section 99301(b)(1) stated as follows:

> As authorized pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 60641, the individual results of the CST and the augmented CST, as referenced in Section 60641, shall be provided to the office of the Chancellor of the California Community Colleges.[243]

The amended section replaces "the California Standards Test (CST) and the augmented CST" with "grade 11 assessment" or "assessment" or "assessment referenced in Section 60641," in accordance with section 99300, discussed above. The amendment makes no substantive change to the requirement to provide results to the Chancellor, or to participating community college districts' requirements to use the assessments to provide diagnostic advice or for placement purposes. Therefore, this requirement, though now applicable to a successor academic achievement test, is not new.

d) <u>California Code of Regulations, title 5, section 851, as amended by the test claim regulations addresses general pupil testing requirements and prohibitions, and does not impose any new requirements on school districts.</u>

Section 851 of the regulations generally requires LEAs to administer the assessments to each of its pupils within a specified window of time, and to make arrangements for testing pupils in alternative education programs or programs conducted off campus. Prior to the test claim regulations, section 851 provided that school districts "shall administer the standards-based

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[240] Education Code section 99301 (Stats. 2013, ch. 489).

[241] Exhibit A, Amended Test Claim 14-TC-01, page 26.

[242] Education Code section 99301 (Stats. 2008, ch. 473).

[243] Education Code section 99301 (Stats. 2008, ch. 473).

achievement tests and the primary language test, if any, to each pupils enrolled…on the date testing begins in the pupil's school or school district." In addition, the former section required school districts to "make whatever arrangements are necessary to test all eligible pupils in alternative education programs or programs conducted off campus, including…continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic schools." And, the former section prohibited the administration of any test in a home or hospital except by a test examiner, and prohibited testing of any pupil by the parent or guardian of the pupil. As amended by the test claim regulations, section 851 now refers to "LEAs" instead of "school districts;" and states that LEAs "*may administer* the primary language test pursuant to Education Code section 60640…"[244] Finally, the amended section expressly includes charter schools in the statewide testing, and directs all those not direct-funded to test with the LEA that granted the charter.[245] However, charter schools were required to participate in statewide testing under prior law, and therefore this is not a new provision.[246]

These changes do not result in any new mandated activities. Nearly all changes to section 851 are non-substantive, and in fact, by making the primary language test permissive, the test claim regulations may result in a *lower* level of service required.

e) California Code of Regulations, title 5, sections 853.5 and 853.7, as added and amended by the test claim regulations, address universal tools, designated supports, and accommodations for pupils taking the CAASPP, and do not impose any new requirements on school districts.

Prior to the test claim regulations, section 853.5, described the "Use of Variations, Accommodations, and Modifications" by pupils taking the STAR exam. That section provided that school districts "may provide" to all pupils taking the CST, the CMA, and the Standards-based Tests in Spanish (STS) such supports as having the test directions simplified or clarified; allowing the pupil to write in the test booklets; testing in small group settings; and having as much time as needed within a single sitting to complete a test or part of the standards based achievement tests. Former section 853.5 also required that eligible pupils with disabilities who have an IEP or 504 Plan to have the same presentation, response, or setting accommodations that are specified in the pupil's IEP or 504 Plan for the CST, the CMA, and the Standards-based Tests in Spanish (STS). These may include, for example, large print versions of the test, Braille transcriptions, Manually Coded English or American Sign Language to present test questions, responses marked in a test booklet transferred to the answer document, responses dictated orally to a scribe, the use of word processing software with spell and grammar check tools, the use of an assistive device that does not interfere with the independent work of the pupil, supervised breaks, administration of the test at the most beneficial time of day to the pupil, administration of the test at home or in the hospital, use of a calculator on the mathematics test, use of manipulatives on the mathematics and science tests, and a dictionary. In addition, the former section required the school district to provide testing variations for English learners, which included testing in separate rooms with other English learners, additional supervised breaks

[244] California Code of Regulations, title 5, section 851 (Register 2014, No. 35).

[245] California Code of Regulations, title 5, section 851(b) (Register 2014, No. 6).

[246] Education Code section 60640, as last amended by Statutes 2009-2010, chapter 2 (5th Ex Sess.); Education Code section 47605, as last amended by Statutes 2008, chapter 179.

following each section within a test part, translation of the test directions into the pupil's primary language with an opportunity for the pupil to ask clarifying questions, and access to translation glossaries and word lists for the test.

As amended by the test claim regulations in Register 2014, Nos. 6, 30, and 35, sections 853.5 and 853.7, for English learners, now provide for the use of "universal tools, designated supports, and accommodations." "Universal tools" are resources of the CAASPP tests that are available to all pupils.[247] "Designated supports" are resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators; or specified in a pupil's IEP or Section 504 plan.[248] And "accommodations" means resources documented in a pupil's IEP or Section 504 Plan which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment and that cannot fundamentally alter the comparability of scores.[249]

As discussed below, the Commission finds that sections 853.5 and 853.7, as added and amended by the test claim regulations, do not impose any new activities or costs on school districts.

1) Permitting a pupil to use an embedded universal tool, designated support, or accommodation on the CAASPP tests, pursuant to section 853.5(a), (c), and (e) does not require a school district to incur additional new costs since embedded supports are part of the computer technology platform.

Section 853.5(a), as amended by the test claim regulations, provides that all pupils, including English learners and students with disabilities, shall be permitted "embedded universal tools" on the CAASPP test for English language arts and mathematics. These embedded tools include breaks, calculators, digital notepads, English dictionary, highlighter, spell check, and math tools. Section 853.5(c) and (e) further provide for "embedded designated supports" for all pupils when determined for use by an educator or group of educators (which include color contrast and masking for reading, writing, listening, and mathematics; text-to speech for writing, listening, mathematics, and reading items; and translations), and "embedded accommodations" specified in a pupil's IEP or 504 plan (which include American Sign Language, Braille, closed captioning for listening, text-to-speech). "Embedded" means a resource, whether a universal tool, designated support, or an accommodation, that is part of the assessment technology platform for the

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[247] California Code of Regulations, title 5, section 850(aa).

[248] California Code of Regulations, title 5, section 850(k). See also, Exhibit X, US Department of Education Publication on IEP Regulations, page 1 [IEP is a written statement prepared for each child with a disability pursuant to federal regulations and must include a statement of present academic achievement and functional performance, a statement of goals, and a statement of "the special education and related services and supplementary aids and services…to be provided…," as well as a statement of "any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on State and districtwide assessments…"]. See also, *Hayes v. Commission on State Mandates* (1992) 11 Cal.App.4th 1564, 1584.

[249] California Code of Regulations, title 5, section 850(a).

computer-based CAASPP tests.[250] In March 2015, CDE issued a matrix describing the embedded universal tools, designated supports, and accommodations as "digitally-delivered features or settings available as part of the technology platform for the computer-administered CAASPP tests."[251]

In other words, an embedded support is by definition built into the computer-based tests, or the computers themselves that are used for testing, and therefore the provisions in section 853.5(a), (c), and (e) do not require any new activity of school districts, other than providing a computing device and the use of an assessment technology platform as required by Education Code section 60640, which is discussed below.

2) Permitting a pupil to use non-embedded universal tools and non-embedded designated supports, pursuant to section 853.5(b) and (d) does not impose any new costs.

Section 853.5(b) requires that all pupils be permitted to use non-embedded universal tools, as specified, on the CAASPP tests. As indicated above, "non-embedded" means a resource that is *not* part of the technology platform for the computer-based CAASPP tests, and "universal tools" means that those resources are available to all pupils.[252] Section 853.5(b) specifically states the following:

> All pupils shall be permitted the following non-embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language as specified below:
>
> (1) Breaks;
>
> (2) English dictionary for ELA performance task – pupil long essay(s) not short paragraph responses;
>
> (3) scratch paper;
>
> (4) thesaurus for ELA performance task – pupil long essay(s) not short paragraph responses;
>
> (5) color overlay for science and primary language test;
>
> (6) math tools (i.e., ruler, protractor) for specific mathematics items;
>
> (7) simplify or clarify test administration directions (does not apply to test questions); or
>
> (8) pupil marks in paper-pencil test booklet (other than responses including highlighting).

Section 853.5(d), as amended by the test claim regulations, provides that all pupils shall be permitted to use "non-embedded designated supports" when determined for use by an educator

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[250] California Code of Regulations, title 5, section 850(m).

[251] Exhibit X, Matrix entitled "Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2014–15," revised March 12, 2015.

[252] California Code of Regulations, title 5, section 850(aa) and (q).

or group of educators or specified in a pupil's IEP or Section 504 Plan on the CAASPP tests for English language arts, mathematics, science, and primary language. "Designated supports" are "resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators or specified in a pupil's IEP or Section 504 plan." [253] These non-embedded designated supports include translated directions, bilingual dictionary for writing, color contrast and overlay, magnification, read aloud, scribe, separate setting, translations, noise buffers, special lighting, special adaptive furniture, and administration of the test at the most beneficial time of the day for the pupil.

Therefore, sections 853.5(b) and (d) provide that all pupils "shall be permitted" the universal tools, as specified; and pupils for whom a need has been identified by an educator or group of educators, or specified in a pupil's IEP "shall be permitted" designated supports, as specified. However, some of the tools and supports described are not new, by definition, and some are not new for specific subgroups of pupils; and finally, none constitute a new required activity or cost.

Supervised breaks, calculators and other "mathematics manipulatives," and dictionaries, were required to be permitted under prior law for pupils with disabilities if the resource was identified in the pupil's IEP or 504 Plan and, therefore, permitting the use of these tools is not new for these pupils.[254] Likewise, under prior law, school districts were required to permit pupils with an IEP or Section 504 Plan to use many of these same resources for the STAR tests, pursuant to former section 853.5(c).[255] Thus, permitting pupils with an IEP or Section 504 plan to continue to use the same non-embedded designated supports on the CAASPP tests is not new. Furthermore, as noted above, the regulations define a designated support as a resource that a pupil *regularly uses in the classroom* for instruction and/or assessment(s). Therefore permitting a pupil to use a non-embedded designated support that is already used regularly in the classroom is not new.

Moreover, prior law *allowed* school districts to "provide" certain testing variations for all pupils, including special lighting, special acoustics, noise canceling devises, visual magnifying or audio amplification equipment, an individual carrel or study enclosure, test individually in a separate room, color overlay or mask to maintain visual attention to the test, Manually Coded English or American Sign Language to present directions for administration of the tests.[256] To the extent some of these testing variations that schools were allowed to provide under prior law are the same or substantially similar to the universal tools or designated supports that schools are now directed "shall be permitted," the difference between providing such variations at their discretion, and being required to "permit" tools or supports, may constitute a new requirement.

However, the non-embedded tools now universally required to be permitted as a resource for the use by all pupils taking the CAASPP consist of materials that can be used by a pupil taking the tests, like an English dictionary, scratch paper, thesaurus, color overlay, and math tools. And, the plain language of section 853.5(b) states that "all pupils *shall be permitted* the following non-

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[253] California Code of Regulations, title 5, section 850(k) (Register 2014, No. 35).

[254] California Code of Regulations, title 5, section 853.5(c), (d), and (e) (Register 2011, No. 15.)

[255] Register 2011, No. 15.

[256] California Code of Regulations, title 5, section 853.5(b) (Register 2011, No. 15).

embedded tools, but does not require any affirmative action on the part of schools. To "permit" means to "give permission for," and to "allow, have, let, or tolerate."[257] The language does not require a school district "to provide" these materials, as it does in subdivision (f) for non-embedded accommodations. To "provide" means to "furnish" or "supply."[258] When different words are used as part of the same statutory scheme, the words are presumed to have different meanings.[259] Thus, this regulation does not require school districts to incur any new costs to provide, furnish, or supply these materials. Similarly, the amended regulatory section now requires that "[a]ll pupils *shall be permitted* the following non-embedded designated supports when determined for use by an educator or group of educators…" Although the amended section imposes a requirement to permit the use of the support where the prior section authorized school districts to "provide" these supports for pupils that do not have an IEP or Section 504 Plan, *permitting* these non-embedded designated supports does not require a school district to incur any new costs.

This conclusion is further supported by the Smarter Balanced Usability, Accessibility, and Accommodations Guidelines. Appendix C of those guidelines addresses Frequently Asked Questions, and question 14 on page 30, contains the following question: "Are there any supplies that schools need to provide so that universal tools, designated supports, and accommodations can be appropriately implemented?" The response, provided below, states that students can provide these items on their own:

> Schools should determine the number of headphones they will provide (for text-to-speech, as well as for the listening test) and other non-embedded universal tools (e.g., thesaurus), designated supports (e.g., bilingual dictionary), and accommodations (e.g., multiplication table) for students. *An alternative is to identify these as items that students will provide on their own*.[260]

Other non-embedded universal tools identified in section 853.5(b) involve a pupil's time during the administration of the test; i.e., breaks and pupil marks in paper-pencil test booklet. These resources were authorized to be provided under prior law to all pupils. For example, former section 853.5(a) authorized school districts to allow pupils to write in test booklets and have as much time as needed within a single sitting to complete a test.[261] Although pupils are now required to be permitted to take breaks and mark up the test booklet, there is no evidence in the law or in the record that this results in any new increased cost for a school district. Similarly, other non-embedded designated supports identified in section 853.5(d) address supports for the administration of the test. For example, pupils are permitted to read aloud provisions of the test, take the test in a separate setting, or at the most beneficial time of the day, if these supports are regularly used by the pupil in the classroom. There is no evidence in the law or in the record that these supports result in any new increased cost for a school district to administer the test when

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[257] Webster's II New College Dictionary (1999), page 819.

[258] Webster's II New College Dictionary (1999), page 891.

[259] *Craven v. Crout* (1985) 163 Cal.App.3d 779, 783.

[260] Exhibit X, The Smarter Balanced Usability, Accessibility, and Accommodations Guidelines, dated August 15, 2015 (emphasis added).

[261] Register 2011, No. 15.

compared to prior law. As previously stated, the requirement to administer the standardized test is not new, and the grade levels of pupils taking the CAASPP test has decreased when compared to prior law.

Accordingly, the Commission finds that section 853.5(b) and (d), as amended by the test claim regulations, does not require school districts to incur any new costs.

3) Providing non-embedded accommodations when specified in a pupil's IEP or Section 504 plan, in accordance with section 853.5(f), is not a new requirement.

Section 853.5(f), as amended by the test claim regulations, requires the school district "to provide" certain non-embedded accommodations on the CAASPP tests when specified in a pupil's IEP or Section 504 plan. "Accommodations" means "resources documented in a pupil's IEP or Section 504 Plan which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment and that cannot fundamentally alter the comparability of scores."[262] The "accommodations" are non-embedded, meaning they are *not* part of the technology platform for the computer-based CAASPP tests.[263] The accommodations include the following: read aloud for specified tests and subjects; American Sign Language for listening, mathematics, and science; braille for paper-pencil tests; abacus for mathematics and science; alternate response options for reading, writing, listening, and mathematics; calculator for specific mathematics items; multiplication table for mathematics; print on demand; scribe; and speech-to-text or large print version of a paper-pencil test.

The Commission finds that providing accommodations on the CAASPP tests when the accommodation is required by the pupil's IEP or 504 Plan is not new. Under existing state and federal law, pupils with disabilities are guaranteed the right to receive a free and appropriate public education, including special education and related services that are identified in the pupil's IEP.[264] Federal law, in NCLB, also requires that all students participate in the standardized assessments, and that "the reasonable adaptations and accommodations for students with disabilities … necessary to measure the academic achievement of such students relative to State academic content and State student academic achievement standards" shall be provided.[265] And, under prior state law, former Education Code section 60604 required that individuals with exceptional needs "shall be included in the testing requirement [of the STAR exam]. . . with appropriate accommodations in administration, where necessary. . . ."[266]

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[262] California Code of Regulations, title 5, section 850(a).

[263] California Code of Regulations, title 5, section 850(q).

[264] 20 United State Code section 1400(d); 34 Code of Federal Regulations, sections 300.340–300.350; Education Code sections 56000, et al.

[265] 20 United States Code section 6311(b)(3)(C)(ix).

[266] Former Education Code section 60640, as amended by Statutes 2009-2010, 5th Ex. Sess., chapter 2.

Thus, providing a non-embedded accommodation to a pupil with a disability does not require a school district to provide a new resource or cost, when the resource is already required by the pupil's IEP.

Accordingly, the Commission finds that section 853.5(f) does not impose any new requirements or costs on school districts.

4) Submitting a request for approval for an individualized aid pursuant to section 853.5(g) is not a new requirement.

Section 853.5(g), as amended by the test claim regulations, provides that an LEA may submit a request in writing to the CDE prior to the administration of a CAASPP test for approval for the use of an individualized aid. An "individualized aid" is defined in section 850 as "a type of resource that a pupil regularly uses in a classroom for instruction and/or assessment that has not been previously identified as a universal tool, designated support or accommodation."[267] The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten days before the pupil's first day of CAASPP testing, and CDE is required to respond within four business days from the date of receipt of the request. The final statement of reasons for these regulations includes CDE's response to a comment received during the regulatory process that the supports enumerated in the regulations are not exhaustive and that there may be supports included in a pupil's IEP or Section 504 Plan that are not listed in the regulation. The commenter suggested that the regulation provide that any testing accommodations listed in an IEP or 504 Plan automatically be provided. CDE rejected this proposal, stating the following:

> **Reject:** It is not possible to develop a comprehensive listing of all the possible testing resources for students with every type of disability for all different tests or test items. Section 853.5(g) provides a mechanism to seek approval for the use of a resource that is included in a pupil's IEP or Section 504 Plan but that is not included in the list of universal tools, designated supports or accommodations in these regulations.[268]

However, the authorization to request an accommodation that is already provided in the IEP or 504 Plan is not new. Prior law also provided that if a variation was not listed in the regulation, the school district or pupil's IEP team may submit to the CDE for review of the proposed variation.[269] A "variation" was defined as "a change in the manner in which a test is presented or administered, or in how a test taker is allowed to respond, and includes, but is not limited to accommodations and modifications."[270]

Accordingly, the Commission finds that section 853.5(g) does not impose any new requirements or costs on school districts.

5) Section 853.7, as added by Register 2014, No. 35 does not impose any new activities on school districts.

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[267] California Code of Regulations, title 5, section 850(o) (Register 2014, No. 35).

[268] Exhibit X, Final Statement of Reasons for the CAASPP regulations, page 6.

[269] Former California Code of Regulations, title 5, section 853.5(f) (Register 2011, No. 15).

[270] Former California Code of Regulations, title 5, section 850(x) (Register 2011, No. 15).

Register 2014, No. 35 restated the substance of subdivisions (c) and (d) of section 853.5, describing embedded and non-embedded designated supports, as a new section 853.7, which applies specifically and exclusively to English learner pupils.[271] Section 853.7 simply continues the requirements of section 853.5, as amended by Register 2014, No. 6, without interruption and therefore no new activities are imposed.

f) California Code of Regulations, title 5, section 855, as amended by the test claim regulations, describes the timing of the CAASPP tests, and does not impose any new requirements on school districts.

Code of Regulations, section 855, prior to the test claim amendments, provided that the standards-based achievement tests and the primary language test, if applicable, "shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85% of the school's…instructional days." The prior section also provided for makeup days, and made exceptions for multitrack year round schools.[272] As amended by Register 2014, No. 6, section 855 provides that for the same testing window for the 2013-2014 CAASPP field test, described below, and for the CST, CMA, and CAPA. Also beginning in the 2014-2015 school year, section 855 provides that the CAASPP testing window "shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction." And, section 855 provides that "[f]or grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed…" And finally, section 855 provides that CDE, with approval of SBE, "may require LEAs to more fully utilize the testing window…"[273]

Although section 855 contains some mandatory language ("shall administer" and "shall be administered"), reading the section in context, it does not itself mandate providing the tests. Section 855 describes the timing of the tests, while the requirements to administer or provide the tests, and all other things that administering a statewide assessment entails, are imposed by section 60640 of the Education Code and other provisions of the implementing regulations. Moreover, prior section 855 was also substantially similar: a description of the timing of the various tests required under the STAR program. Therefore, no new requirements or activities are imposed by the amendments to section 855.

g) California Code of Regulations, title 5, section 859, as amended by the test claim regulations, addresses the security agreement and affidavit for the CAASPP tests, and does not impose any new requirements on school districts.

Prior section 859 of the STAR regulations required all district and test site coordinators to sign a STAR Test Security Agreement before receiving any test materials, and required all test

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[271] Compare California Code of Regulations, title 5, section 853.5 (Register 2014, No. 30) with California Code of Regulations, title 5, section 853.5 (Register 2014, No. 35). See also California Code of Regulations, title 5, section 853.7 (Register 2014, No. 35); Exhibit X, CAASPP Final Statement of Reasons, page 2.

[272] See Exhibit X, February Emergency Regulations, page 22.

[273] California Code of Regulations, title 5, section 855 (Register 2014, No. 6).

examiners, proctors, translators, scribes, and any other persons having access to any of the test materials or tests administered pursuant to Education Code section 60640 to acknowledge the limited purpose of their access by signing a STAR Test Security Affidavit.[274]

As amended by the test claim regulations, section 859 provides similarly with respect to who is required to sign the CAASPP Test Security Agreement and CAASPP Test Security Affidavit; and much of the content of the Agreement and Affidavit is similar to prior law. However, because the CAASPP is administered via computer, the Agreement and Affidavit contain certain provisions more applicable to electronic media than paper tests, for example:

> (4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s). I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered.
>
> (A) I will keep all assigned, generated, or created usernames, passwords and logins secure and not divulge pupil personal information to anyone other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system.
>
> (B) I will not allow anyone other than the assigned pupils to log into their assigned test. I may assist a pupil with using their information to log into their assigned test.
>
> (C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in using another pupil's information.[275]

These changed provisions of the security agreement and affidavit do not of themselves impose a new activity on local government. The activity required of school districts is to ensure that all coordinators, examiners, translators, proctors, and scribes agree to and sign the security agreement or affidavit, as specified. The changes to the content of the agreement do not alter the scope of the activity required. Therefore, amended section 859 does not impose any new activities on local government.

h) <u>California Code of Regulations, title 5, section 862, as amended by the test claim regulations, governs the apportionment information report, and does not impose any new requirements on school districts.</u>

Code of Regulations, title 5, section 862, prior to the test claim regulation amendments, provided that each school district shall receive an annual apportionment information report, including the number of pupils enrolled in the district on the first day of testing, the number tested, the number exempted, the number administered any portion of the CSTs of the modified assessment excluding the STAR writing portion of the ELA tests, the number with demographic information only who were not tested for any reason other than a parental exemption, and the number of English language learners who were administered a primary language test. In addition, prior

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[274] Former California Code of Regulation, title 5, section 859 (Register 2011, No. 15).

[275] California Code of Regulation, title 5, section 859(d) (as amended, Register 2014, Nos. 6, 30, and 35).

section 862 stated that to be eligible for apportionment payment for the standards-based achievement tests and the primary language test, school districts must have returned all test materials, and certified the accuracy of the apportionment information report by December 31.[276]

Amended section 862 clarifies that the apportionment information report shall be *made available* electronically to each LEA (replacing "school district") *by CDE*, but the information included in the report is essentially the same, except that the report must also include the number of pupils who were administered any portion of the CAASPP using paper and pencil assessments, and the number of pupils administered a diagnostic assessment pursuant to Education Code section 60644. In addition, amended section 862 provides that, to be eligible for apportionment, the LEA must return all test materials (just as before) and the LEA CAASPP coordinator must certify the accuracy of the apportionment information report electronically by December 31. The former section placed this responsibility on the district superintendent and required a postmark by December 31.[277]

Based on the plain language of this section, very little has changed, and none of it substantively. More importantly, the requirement to "make available" the apportionment information report is directed to CDE, not to local government. And, the requirement of the CAASPP coordinator to certify the report within a certain time, and the requirement to return test materials, are not new requirements, with respect to the school district as an entity of local government. And finally, though the section might be read to require school districts to first report the information listed to the contractor, including, for example the number of pupils administered any portion of the CAASPP test using paper and pencil, the reporting is in fact required by California Code of Regulations, title 5, section 861, as discussed below. Section 862 merely clarifies that the apportionment information report contains "the following information provided to the contractor by the LEA pursuant to sections 853 and 861…"[278]

i) <u>California Code of Regulations, title 5, section 863, as amended by the test claim regulations, addresses CAASPP pupil reports and cumulative record labels, and does not impose any new activities on school districts.</u>

Finally, California Code of Regulations, section 863, prior to the test claim regulation amendments, required school districts to forward the STAR Student Reports provided by the contractor to the pupil's parent or guardian no more than 20 working days from receipt from the contractor. If the school district received the reports from the contractor after the last day of instruction, it was required to forward the scores to parents within the first 20 working days of the next school year. And, prior section 863 held schools "responsible for affixing cumulative record labels reporting each pupil's scores to the pupil's permanent school records or for entering the scores into electronic pupil records…" and forwarding those records if pupils transferred.[279]

Amended section 863 changes "school district" to "LEA," and requires an LEA to "forward or transmit pupil results for the tests conducted pursuant to Education Code section 60640 to each

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[276] See Exhibit X, February Emergency Regulations, pages 37-38.

[277] California Code of Regulations, title 5, section 862 (Register 2014, No. 6.).

[278] California Code of Regulations, title 5, section 862 (Register 2014, No. 6).

[279] See Exhibit X, February Emergency Regulations, page 40.

pupil's parent or guardian within 20 working days, and states that schools are responsible for "maintaining pupil's scores with the pupil's permanent school records…" and "forwarding or transmitting" the results to schools to which pupils matriculate or transfer.[280] These are clarifying and consistency changes, and do not alter the scope of activities required of the schools and school districts. Therefore, there are no new required activities imposed by this amended section.

B. Education Code Section 60640 and Sections 852, 853, 857, 858, 861, and 864 of the Title 5 Regulations, as Amended by the Test Claim Statutes and Regulations, Require School Districts to Perform Some New Activities That Were Not Required Under Prior Law.

1. Education Code section 60640, as amended by Statutes 2013, chapter 489, beginning January 1, 2014, and interpreted in light of the implementing regulations imposes a new requirement to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.

Section 60640, as amended by the test claim statutes, replaces the STAR exam with CAASPP, beginning in the 2013-2014 school year. The statute replaces the former CSTs required for grades 2 to 11, inclusive, in English language arts and mathematics with the Smarter Balanced summative assessments for grades 3 to 8 and grade 11, which are designed to be administered on computer, and to be adaptive to student responses. Grades 2, 9, and 10 are no longer required to take the annual assessments previously required,[281] and the California Modified Assessment is no longer necessary with the appropriate "universal tools" and "designated supports" available within the computer adaptive Smarter Balanced tests.[282] Therefore, pursuant to section 60640, as amended, only the following tests are now required:

- A consortium summative assessment in English language arts and mathematics for grades 3-8 and 11, aligned with the Common Core State Standards;
- Science grade level assessments in grades 5, 8, and 10, aligned with standards adopted by SBE, until a successor assessment is implemented on the Superintendent's recommendation;
- The California Alternate Performance Assessment (CAPA) in grades 2 to 11, inclusive, for pupils with significant cognitive disabilities who are unable to take the other tests, in English language arts and mathematics, and the CAPA for science in grades 5, 8, and 10, which measures content standards adopted pursuant to Section 60605 until a successor assessment is implemented; and
- The Early Assessment Program established by Chapter 6 (commencing with Section 99300).

[280] California Code of Regulations, title 5, section 863 (Register 2014, No. 6.).

[281] Assembly Third Reading, AB 484, as amended May 24, 2013.

[282] See Exhibit X, CMA Pilot Test, California Department of Education.

School districts are authorized, but not required, to administer a primary language assessment aligned to the English language arts standards adopted pursuant to Section 60605 to pupils who are identified as limited English proficient and enrolled in any of grades 2 to 11, inclusive, until a subsequent primary language assessment aligned to the common core standards in English language arts is developed.[283] A school district may also "administer achievement tests in grades other than those required by this section as it deems appropriate."[284]

For the 2013-2014 school year, the summative assessments in English language arts and mathematics "shall be a field test only," meaning that the results will not be used for state and federal accountability purposes.[285] The field test is intended to "enable the consortium to gauge the validity and reliability of these assessments and to conduct all necessary psychometric procedures and studies, including, but not necessarily limited to, achievement standard setting, and to allow the department to conduct studies regarding full implementation of the assessment system." The full administration of the CAASPP test began in Spring 2015.[286]

Section 60640(f) requires each LEA, "[f]rom the funds available for that purpose," to "administer assessments to each of its pupils pursuant to subdivision (b),"[287] except that recently arrived English learner pupils are exempted from taking the assessment in English language arts.[288] For the 2013-2014 school year, each LEA is required to administer the field test in a manner described by the CDE in consultation with the president or executive director of the state board. "Funds for this purpose shall be utilized to allow for maximum participation in the field test across the state."[289] "As feasible, the CAASPP field tests shall be conducted in a manner that will minimize the testing burden on individual schools…" and shall not produce individual pupil scores unless it is determined that these scores are valid and reliable.[290]

Pursuant to NCLB, individuals with exceptional needs shall be included in the testing requirements of subdivision (b) with appropriate accommodations in administration, where necessary, and the individuals with exceptional needs who are unable to participate in the testing, even with accommodations, shall be given an alternate assessment.[291]

And finally, section 60640(n) provides that "[a]s a condition to receiving an apportionment pursuant to subdivision (l), a local educational agency shall report to the Superintendent all of the following:

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[283] Education Code section 60640(b) (Stats. 2013, ch. 489; Stats. 2014, ch. 32).

[284] Education Code section 60640(i) (Stats. 2013, ch. 489; Stats. 2014, ch. 32).

[285] Education Code section 60640(b) (Stats. 2013, ch. 489; Stats. 2014, ch. 32).

[286] Exhibit X, Field Test – Smarter Balanced Assessment Consortium; Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 12.

[287] Education Code section 60640(f)(1) (Stats. 2013, ch. 489).

[288] Education Code section 60640(b)(5) (Stats. 2013, ch. 489).

[289] Education Code section 60640(f)(2) (Stats. 2013, ch. 489).

[290] Education Code section 60640(h) (Stats. 2013, ch. 489; Stats. 2014, ch. 32).

[291] Education Code section 60640(k) (Stats. 2013, ch. 489).

(1) The pupils enrolled in the local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c).

(2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency.

(3) The pupils in paragraph (1) who were exempted from the test pursuant to this section."[292]

a) Many of the plain-language requirements in section 60640, as amended by the test claim statutes, are not new, or require a lower level of service when compared to prior law.

Many of the requirements in section 60640, as amended by the test claim statutes, are not new or require a lower level of service when compared to prior law. For example, the requirement *to administer a statewide assessment* pursuant to section 60640(b), (f), (g), and (k) is no different from that under prior law. Former section 60640(b) provided: "From the funds available for that purpose, each school district, charter school, and county office of education shall administer to each of its pupils in grades 2 to 11, inclusive, the standards-based achievement test provided for in Section 60642.5."[293] Section 60642.5, in turn, required the Superintendent to develop an assessment, "to be called the California Standards Tests," which included "reading, spelling, written expression, and mathematics" for pupils in grades 2 to 8, and "reading, writing, mathematics, history-social science, and science" for pupils in grades 9 to 11.[294] Amended section 60640(f) requires that "[f]rom the funds available for that purpose, each local agency shall administer assessments to each of its pupils pursuant to subdivision (b)." Amended section 60640(b) provides for the assessments to include "[a] consortium summative assessment in English language arts and mathematics for grades 3 to 8, inclusive, and grade 11…" and "[s]cience grade level assessments in grades 5, 8, and 10…" Therefore, the subject matter of the assessments under the prior law is substantively the same as under CAASPP, but because pupils in grades 2, 9, and 10 are no longer required to participate in the English and mathematics assessments, the number of pupils required to be assessed under sections 60640(f) and 60640(b) is fewer than that required under former sections 60640 and 60642.5.

Moreover, section 60640(b)(1)(B) explains that "[i]n the 2013-14 school year, the consortium summative assessment in English language arts and mathematics *shall be a field test only*, to enable the consortium to gauge the validity and reliability of these assessments… and to allow the department to conduct studies regarding full implementation of the assessment system." The field test is not intended to include all of the otherwise-applicable components of the assessments, and indeed the field test was implemented in that manner. In the CDE report to the State Board and the Legislature, it is clear that students in grade 11 were not required to participate in the field test, and many students only participated in either the computer-based test

[292] Education Code section 60640(n) (Stats. 2013, ch. 489; Stats. 2014, ch. 32).

[293] Former Education Code section 60640(b) (Stats. 2009-2010, 5th Ex. Sess., ch. 2).

[294] Education Code section 60642.5 (Stats. 2008, ch. 752); See also, former Education Code section 60603 (Stats. 2004, ch. 233).

or the performance task, but not both.[295] In addition, school districts were not required to report the results of the field test, either to parents, or for state and federal accountability purposes.[296] Therefore, the requirements of section 60640 for the 2013-2014 school year to administer the field test assessments to all eligible pupils are a lower level of service, and not new, *except with respect* to the use of computers, as discussed below.

As indicated above, school districts have long been required to administer standardized assessments to pupils under the STAR program and, thus, the requirement to administer assessments is not new. In addition, prior law required pupils with disabilities to be included in statewide testing; that requirement in section 60640(k) is not new.[297]

And finally, section 60640(n) provides that "[a]s a condition to receiving an apportionment pursuant to subdivision (l), a local educational agency shall report to the Superintendent all of the following:

> (1) The pupils enrolled in the local educational agency in the grades in which assessments were administered pursuant to subdivisions (b) and (c).
>
> (2) The pupils to whom an achievement test was administered pursuant to subdivisions (b) and (c) in the local educational agency.
>
> (3) The pupils in paragraph (1) who were exempted from the test pursuant to this section."[298]

This requirement was added to section 60640 by Statutes 2009-2010, 5th Extraordinary Session, chapter 2 (SB 1), and is therefore not new.

Based on the foregoing, there is very little in the plain language of amended section 60640 that imposes any new requirements or activities, and indeed some of the prior requirements have been reduced or eliminated.

b) <u>A new requirement is imposed, however, to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" to</u> <u>administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.</u>

Notwithstanding the findings above, that the majority of section 60640 does not impose any new requirements on school districts, there is a new requirement inherent in the administration of the new CAASPP tests via computer, which is best understood when interpreted in light of sections 850, 853, and 853.5 of the implementing regulations. These regulations elucidate the essential

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[295] Education Code section 60640(f)(2) (Stats. 2013, ch. 489); Education Code section 60603 (Stats. 2013, ch. 489). See also, Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, pages 16; 41.

[296] Exhibit X, Smarter Balanced Field Test Questions and Answers, page 1.

[297] Compare Former Education Code section 60640(e) (as amended, Stats. 2009-2010, 5th Ex. Sess., ch. 2) with Education Code section 60640(k) (as amended, Stats. 2013, ch. 489).

[298] Education Code section 60640(n) (Stats. 2014, ch. 32).

nature of the CAASPP tests as a battery of computer-based assessments, which section 857 expressly makes an ongoing requirement.[299]

Section 60640(f)(1) states: "From the funds available for that purpose, each local educational agency shall administer the assessments to each of its pupils pursuant to subdivision (b)." Section 60640(b) states that beginning in the 2013-2014 school year, the CAASPP shall include "[a] consortium summative assessment in English language arts and mathematics for grades 3 to 8 and grade 11…" and "[s]cience grade level assessments in grades 5, 8, and 10 that measure content standards pursuant to Section 60605, until a successor assessment is implemented…" And, section 60640(b) provides that "[i]n the 2013–14 school year, the consortium summative assessment in English language arts and mathematics shall be a field test only, to enable the consortium to gauge the validity and reliability of these assessments and to conduct all necessary psychometric procedures and studies…"[300] As discussed above, the elements of the consortium summative assessment, and the grade levels tested in particular subjects, represent a lower level of service than under prior law, based only on the number and frequency of subject matter tests required.

However, the Assembly Appropriations Committee analysis states:

> The consortium assessments are vastly different than the current STAR assessments. For example, these assessments are designed to be online and computer adaptive as opposed to the paper - and - pencil STAR assessments currently administered to pupils.[301]

Additionally, the definitions found in section 60603 and California Code of Regulations, title 5, section 850, demonstrate the Legislature's intent that the new assessments are to be computer-based. Education Code section 60603(d-e), as amended by Statutes 2013, chapter 489, provides that: "'Computer-adaptive assessment' means a computer-based test that utilizes a computer program to adjust the difficulty of test items through a testing session based on a test taker's responses to previous test items during that testing session"; and, "'Computer-based assessment' means a test administered using an electronic computing device."[302] Moreover, section 853 of the title 5 regulations, as amended by Register 2014, No. 35, states the following: "The primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine."[303] Section 850(e), in turn defines an "assessment technology platform" as follows:

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[299] California Code of Regulations, title 5, section 850, 853, 853.5, and 857 are evaluated independently elsewhere in this analysis; these sections are discussed here only to the extent that they help to elucidate the requirements of section 60640 with respect to the acquisition and ongoing maintenance of adequate minimum technology requirements to administer the CAASPP.

[300] Education Code section 60640(b) (Stats. 2013, ch. 489).

[301] Exhibit X, AB 484, Appropriations Committee Analysis, page 1.

[302] See also, California Code of Regulations, title 5, section 850(i) (definition originally added by Register 2014, No. 6).

[303] California Code of Regulations, title 5, section 853(b) (Register 2014, No. 35).

> …the electronic systems used to display items, accept item responses, store, deliver, score the tests and restrict access to outside sources, as well as report and manage assessment results. Assessment technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.[304]

Moreover, section 853.5 of the regulations requires that English learners and all pupils with disabilities be provided "embedded" tools on the CAASPP tests for English language arts and mathematics, and while those requirements are specifically denied above because they are built into the software of the computer-based assessments, and not required of the local government, the phrase "embedded tools" is important in the interpretation of what is required to provide the technology necessary for the CAASPP. Section 850(l) of the regulations defines "embedded" to mean "a resource, whether a universal tool, designated support, or accommodation, *that is part of the assessment technology platform* for the computer-based CAASPP tests."[305] Thus, the CAASPP test includes embedded tools, which are built into the testing technology. These embedded tools are necessary because, as discussed above, the CAASPP is intended to be adaptive to the needs of students who would formerly have been assessed using the CMA.[306]

And finally, the LEA CAASPP coordinator is required by section 857 of the regulations to "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractors."[307] This ongoing duty not only aids in understanding the requirements of the test claim statute, but it also expressly requires continuing activity and expenditures for school districts. In addition to the likely inevitable, but intermittent, replacement of testing devices and hardware, the Smarter Balanced Assessment Consortium has also published a projected schedule of the "End-of Support Date[s]" for various operating systems. For example, "Mac OS 10.5" and "Windows Vista" are two common operating systems that SBAC expects to cease supporting after the 2016-2017 school year, and newer operating system software will be required at that time.[308] Thus, not only do section 857 and Education Code section 60640, require replacing or upgrading testing devices and hardware, but a certain degree of obsolescence for various software, including the underlying operating systems, is also planned.

School districts were not required under prior law to provide computers and adequate technology necessary to administer standardized assessments under the STAR program. Thus, beginning January 1, 2014, the requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" to administer the CAASPP test on computers, is new. Based on the committee analysis noted above, and the definitions in Education Code section 60603 and California Code of Regulations, title 5, section 850, an interpreted in light of references made in California Code of Regulations, title 5, sections 853, 853.5, and 857 to

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[304] California Code of Regulations, title 5, section 850(f) (Register 2014, No. 35).

[305] California Code of Regulations, title 5, section 850(m) (Register 2014, No. 35).

[306] See Exhibit X, CMA Pilot Test, California Department of Education.

[307] California Code of Regulations, title 5, section 857 (Register 2014, No. 6).

[308] Exhibit X, Smarter Balanced Technology Strategy Framework and Testing Device Requirements, page 26.

computer and technology requirements, the CAASPP program imposes new requirements to acquire and maintain adequate "minimum technology" to administer the assessments via computer.[309]

Finance argues, however, that the plain language of sections 60640(e) and (f) demonstrates the Legislature's intent that statewide testing under CAASPP was not meant to impose a reimbursable state mandate, and does not impose any new requirements for the first three years.[310] Section 60640(e) provides as follows:

> The Superintendent shall make available a paper and pencil version of any computer-based CAASPP assessment for use by pupils who are unable to access the computer-based version of the assessment for a maximum of three years after a new operational test is first administered.[311]

Finance reasons that "[t]hese statutes established the CAASPP system to eventually be administered exclusively on computers…[however]…[d]uring this three year period, including from January 1, 2014 to June 30, 2014, administering the CAASPP on computers is optional."[312] In addition, and relatedly, Finance further argues that section 60640(f) expresses a "clear intent that local educational agencies are not required to bear the financial burden of immediately implementing the CAASPP on computers before state funding is specifically provided…"[313]

The Commission disagrees with Finance's interpretation. Interpreting the statutes as a whole, the Commission finds, as explained below, that the three year "grace period" is intended to be the rare exception, not to undermine the state requirement to administer the test via computer; and that the language "from the funds available" in subdivision (f) does not undermine the state's requirement that all LEAs comply with CAASPP in time for the 2013-2014 field test (i.e., beginning January 1, 2014).

The plain language of section 60640(e) requires the Superintendent to assist schools that are not able to administer the CAASPP to all pupils by providing a paper and pencil version of the test. Therefore, a district that is not able to fully implement the computer-based CAASPP tests within the first one to three years will not be entirely out of compliance with the law. However, the regulations make clear that the paper and pencil version of the CAASPP is not the required method: section 853 states expressly that "[t]he primary mode of administration of a CAASPP test *shall be via a computing device*…" In addition, section 853 provides that LEAs may make use of the paper and pencil version of the CAASPP "*if the LEA identifies the pupils* that are

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[309] California Code of Regulations, title 5, sections 853, 853.5, and 857 are analyzed below on their merits, to the extent that the plain language of each imposes some new activities; the analysis here relies on these sections only to the extent that they provide context for the imperative nature of Education Code section 60640, and demonstrate that the Legislature intended for technology requirements to be ongoing.

[310] Exhibit K, Finance's Comments on the Draft Proposed Decision on 14-TC-01, page 1.

[311] Education Code section 60640(e) (Stats. 2013, ch. 489; Stats. 2014, ch. 32).

[312] Exhibit K, Finance's Comments on the Draft Proposed Decision on 14-TC-01, page 1.

[313] Exhibit K, Finance's Comments on the Draft Proposed Decision on 14-TC-01, page 1.

unable to access the CBA version of the test."[314] These provisions make clear that school districts are required to implement the computer-based assessments broadly, and expediently. Moreover, section 851 requires LEAs to make arrangements for the CAASPP testing for *all pupils*, as follows:

> LEAs *shall make arrangements* for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or NPSs.[315]

And finally, because the underlying purpose of the CAASPP is that the test should be adaptive to student responses, and thus require less time and provide more accurate assessment, Finance's presumption that the paper and pencil version of the test could suffice undermines the entire program. In other words, a paper and pencil version of the CAASPP is not the CAASPP, because it is not adaptive, and not computer-based.[316] Therefore, the Commission finds that the three year "grace period" provided in section 60640(e) cannot be interpreted to delay the operative date of the state requirement, or otherwise provide for a gradual implementation of the Legislature's intent. Rather, the paper and pencil version of the assessments is intended to be a rare exception, utilized only for a small number of students, as *identified by the LEA*, who are unable to access the computer-based version of the test.

Finance also argues that the phrase "from the funds available for that purpose" should be interpreted to limit section 60640 to require the Commission to find that the activities are required only *when* and *to the extent* funding is provided. And indeed, the Commission has previously found language referencing available funds to constitute a conditional statement affecting whether certain statutory duties were in fact mandated. In *Williams Case Implementation I, II, and III*, (05-TC-04, 07-TC-06, 08-TC-01), for example, the Commission found that all of the new requirements of Education Code section 1240, as amended from 2004 to 2007, were required only, based on the plain language, "*to the extent that funds are appropriated for purposes of this paragraph*."[317] Similarly, the Commission found that the phrase "*to the extent possible and with funds provided for that purpose…*" as used in section 44258.9 "means that the activities provided for are mandated insofar as funds are provided, and

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[314] California Code of Regulations, title 5, section 853 (Register 2014, No. 35) [emphasis added].

[315] California Code of Regulations, title 5, section 851 (Register 2014, No. 35) [emphasis added].

[316] See also, Exhibit X, Assembly Floor Analysis, AB 484 ["[T]hese assessments are designed to be online and computer adaptive as opposed to the paper - and - pencil STAR assessments currently administered to pupils."].

[317] Statement of Decision, *Williams Case Implementation I, II, and III*, 05-TC-04; 07-TC-06; 08-TC-01, Adopted December 7, 2012, page 29 [discussing Education Code section 1240(c)(2), as amended by Stats. 2004, ch. 900 § 1; Stats. 2005, ch.118 § 1; Stats. 2006, ch. 704 § 1; Stats. 2007, ch. 526 § 1].

only mandated to the extent that the activities are capable of completion with the funds provided."[318]

But here, the Legislature chose a different phrase. The phrase "from the funds available for that purpose," when interpreted with section 862.5 of the implementing regulations, does not limit the activities required by the state. Rather, this phrase directs the use of offsetting revenues appropriated by the state for this program, which will be further analyzed below in Section F of this decision addressing the issue of costs mandated by the state.

This interpretation is also consistent with how the Commission has historically interpreted the phase in prior *STAR* test claims. The phrase "from funds available for that purpose" has been included in section 60640 from 1997 to the present.[319] The Commission found in *STAR*, 97-TC-23, that Education code section 60640, as amended by Statutes 1997, chapter 828, imposed a reimbursable state mandate for school districts and county offices of education to administer "the achievement test designated by the State Board of Education pursuant to Section 60642" despite the existence of the phrase "[c]ommencing in the 1997-98 fiscal year…and from the funds available for that purpose…"[320] In the reconsideration of *STAR*, 04-RL-9723-01, the Commission restated its determination that only the achievement test designated by the SBE pursuant to section 60642 was reimbursable; however, the Commission did not consider that the language "from the funds available for that purpose…" in Education Code section 60640 should limit the required activities.[321] The Commission's decision on *STAR II and III* addressed former section 60640, as amended by Statutes 2003, chapter 773, which begins: "Commencing in the 2004–05 fiscal year and each fiscal year thereafter, and from the funds available for that purpose…" The Commission found that the amended section "reduces existing requirements" because certain grade-levels were exempted from testing beginning in the 2004-2005 school year; but the Commission *did not* make findings that "from the funds available for that purpose…" should limit the required activities to the extent of funding available. Rather, the Commission, in these prior test claims, interpreted the language as identifying offsetting revenue provided by the state for the *STAR* program.

Based on the foregoing, the Commission finds that Education Code section 60640, as amended by Statutes 2013, chapter 489, beginning January 1, 2014, and interpreted in light of the

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[318] Statement of Decision, *Williams Case Implementation I, II, and III*, 05-TC-04; 07-TC-06; 08-TC-01, Adopted December 7, 2012, page 41 [discussing Education Code section 44258.9, as amended by Stats. 2004, ch. 902 § 3; Stats. 2005, ch. 118 § 9].

[319] Former Education Code section 60640 was added by Statutes 1997, chapter 828; amended by Statutes 1998, chapter 485; Statutes 1998, chapter 330; Statutes 1999, chapter 78; Statutes 1999, chapter 83; Statutes 1999, chapter 735; Statutes 2000, chapter 576; Statutes 2001, chapter 20; Statutes 2002, chapter 492; and Statutes 2003, chapter 773, section 4. Current section 60640 was first added by Statutes 2003, chapter 773, section 5, and amended by Statutes 2004, chapter 183; statutes 2004, chapter 233; Statutes 2005, chapter 676; Statutes 2007, chapter 174; Statutes 2007, chapter 730; Statutes 2008, chapter 757; Statutes 2009-2010, 5th Extraordinary Session, chapter 2; Statutes 2013, chapter 489; and Statutes 2014, chapter 32.

[320] Former Education Code section 60640(b) (Stats. 1997, ch. 828).

[321] Former Education Code section 60640(b) (Stats. 2001, ch. 20).

implementing regulations, including California Code of Regulations, title 5, sections 850, 853, 853.5, and 857, imposes a new requirement to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.

2. California Code of Regulations, title 5, section 852, as amended by Register 2014, No. 6, imposes a new requirement on school districts to provide an annual parental notification of CAASPP testing containing information about the test and information on the right to request an exemption from testing for their child.

Under existing law, Education Code section 60615 requires a school district to grant a written request by a parent or guardian to excuse his or her pupil from any or all parts of the assessments. Prior section 852 of the regulations stated that a parent or guardian "may submit to the school a written request to excuse his or her child from any or all parts of any test provided…" under the STAR program, and that "[a] school district and its employees may discuss the STAR Program with parents and may inform parents of the availability of exemptions under Education Code section 60615." However, the school district was forbidden to "solicit or encourage any written exemption request…"[322] These provisions have remained, with clarifying changes, including clarification that an exemption request must be renewed annually.[323] And, section 852(c) continues to provide, as before, that school district employees may discuss the testing with parents and inform them of the exemption, but may not solicit or encourage any written exemption request on behalf of any child or group of children.[324] These provisions, now applicable to CAASPP, are not new, and the small consistency or clarifying changes do not impose new required activities.

However, as amended by the test claim regulations, section 852 now also requires school districts to *notify parents each year* of their pupil's participation in the CAASPP testing, and that notification must include "a notice of the provisions outlined in Education Code section 60615."[325] Section 60615, in turn, states, in its entirety: "Notwithstanding any other provision of law, a parent's or guardian's written request to school officials to excuse his or her child from any or all parts of the assessments administered pursuant to this chapter shall be granted."[326] Therefore, although parents were already permitted under the Education Code to request an exemption, school districts are now required to inform them of the availability of the exemption, and to do so each year that the pupil is participating in the CAASPP testing.

Therefore, based on the foregoing, the Commission finds that California Code of Regulations, title 5, section 852, as amended, requires school districts, beginning February 3, 2014, to notify

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[322] See Exhibit X, February Emergency Regulations, page 12.

[323] And, in keeping with the amendments made elsewhere in the regulations and the statutes, "STAR Program" is now "CAASPP assessment system," and "school district" is now "LEA."

[324] Exhibit X, February Emergency Regulations, page 12.

[325] California Code of Regulations, title 5, section 852(a-b).

[326] Education Code section 60615 (Stats. 1995, ch. 975).

parents or guardians each year of their pupil's participation in the CAASPP assessment system, including notification that notwithstanding any other provision of law, a parent's or guardian's written request to exempt his or her child from any or all parts of the CAASPP assessments shall be granted.

3. California Code of Regulations, title 5, section 853, as amended by Register 2014, Nos. 6, 30, and 35, imposes a new requirement on school districts to score and transmit the CAASPP tests in accordance with the manuals or other instructions provided by the contractor or CDE, and to identify pupils, if applicable, who are unable to access the computer-based version of the test.

Prior to the test claim regulations, former section 853 provided that the STAR tests shall be administered and returned by school districts in accordance with the manuals or other instructions provided by the contractor, including instructions for administering the test with variations, accommodations, and modifications. As amended by Register 2014, No. 6, effective February 3, 2014, the section now refers to "CAASPP tests pursuant to Education Code section 60640…", and requires that they be "administered, scored, transmitted, and/or returned" by "LEAs" (replacing "school districts") in accordance with the instructions provided by the contractor "or CDE." The amended section also provides, as discussed above, that "[i]f available, an LEA may utilize a paper-pencil version of any [computer based test (CBT)] of the CAASPP assessment system… if the LEA identifies the pupils that are unable to access the CBT version of the test." And, the amended section provides that interim assessments and "formative assessment tools" shall be made available for school districts, and that use of interim assessments and formative assessment tools "shall not be considered advance preparation for a CAASPP test…"[327] As further amended by Register 2014, No. 35, effective August 27, 2014, section 853 more explicitly provides that the "primary mode of administration of a CAASPP test shall be via a computing device, the use of an assessment technology platform, and the adaptive engine."[328]

As discussed above, Education Code section 60640 already required school districts, beginning January 1, 2014, to administer the CAASPP tests via computer. And section 60640(e) requires the Superintendent to make available a paper and pencil version of any computer-based CAASPP assessment for pupils who are unable to access the computer-based version, for up to three years. The amended section 60640 has an effective date of January 1, 2014, while California Code of Regulations, title 5, section 853 was amended effective February 3, 2014, and again effective August 27, 2014.[329] Therefore, the provisions of section 853, which state that the primary mode of administration of the CAASPP shall be via a computing device, but that a school district may utilize a paper and pencil version of "any CBT of the CAASPP assessment system," are clarifying changes, and do not impose any new activities on local school districts.

In addition, provisions of section 853 describing the availability of interim assessments and formative assessments tools do not contain any mandatory or directory language requiring school districts to use these assessments or tools.

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[327] California Code of Regulations, title 5, section 853 (Register 2014, No. 6).

[328] California Code of Regulations, title 5, section 853 (Register 2014, No. 35).

[329] Register 2014, Nos. 6, 30, and 35.

However, section 853 does impose new requirements on school districts to score and transmit the tests in accordance with manuals and instructions provided by the contractor or CDE. The prior regulation did not require school districts to score and transmit the tests to the contractor or CDE, and because all tests were given with paper and pencil, a lack of computer access for some pupils was not an issue.

Based on the foregoing, the Commission finds that California Code of Regulations, title 5, section 853 requires school districts, beginning February 3, 2014, to score and transmit the CAASPP tests in accordance with manuals or other instructions provided by the contractor or CDE.

4. California Code of Regulations, title 5, section 857, as amended by Register 2014, Nos. 6 and 35, imposes new requirements on the school district and LEA CAASPP coordinator to identify pupils unable to access the computer-based version of the CAASPP tests; report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test; and to ensure current and ongoing compliance with the minimum technology specifications required for the new computer based assessment.

Prior to the test claim regulations, section 857 provided that on or before September 30 of the school year, the superintendent of each school district shall designate a "district STAR coordinator," who, according to the prior section "shall be available through August 15 of the following school year to complete school district testing." The district STAR coordinator's responsibilities "shall include, but not be limited to…" responding to correspondence and inquiries from the testing contractor and CDE; determining school district and test site needs; ensuring delivery of tests and test materials; coordinating makeup tests; maintaining security over the tests; overseeing the administration of the tests, and the collection and return of all test materials; assisting the contractor and CDE in resolving any discrepancies; notifying CDE of any security breaches or testing irregularities; ensuring that an answer document is submitted for each pupil; and reviewing files and reports from the contractor for accuracy and completeness.[330]

Section 857, as amended by the test claim regulations, is not substantially different from prior law with respect to the STAR program. For example, the activities in section 857(b) of designating an LEA CAASPP coordinator, to be available through September 30 of the following school year to complete testing activities, to notify the contractor of the identity and contact information for the LEA coordinator and superintendent, and to serve as the LEA representative and liaison between the LEA and the contractor and between the LEA and CDE for all matters relating to CAASPP, are not new. And, section 857(e) requires the district's CAASPP coordinator to ensure the training of test site coordinators who will oversee the test administration at each school site.[331] Although the Commission recognizes that the training required to administer the CAASPP is likely new, the requirement for the coordinator to

[330] California Code of Regulations, title 5, section 857 (Register 2011, No. 15).

[331] Former California Code of Regulations, section 857(b)(12) (Register 2011, No. 15.)

"ensure" training is no different than under prior law.[332] These activities are identical to those imposed by former section 857 on the district STAR coordinator under prior law.[333]

In addition, section 857(c) provides that the responsibilities of the coordinator "shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation…" including overseeing the LEA's preparation, registration, coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests. Though the description of the LEA coordinator's responsibilities is abbreviated in the amended section 857(c), preparation, coordination, administration, security, and reporting are all terms that generally describe the same responsibilities held by the district STAR coordinator that were described in somewhat greater detail under prior law. The Commission finds that these activities are not new.

However, section 857, as amended by the test claim regulations does include certain requirements that are entirely new, as compared to prior law. Section 857(a) requires the superintendent of each school district to identify pupils unable to access the computer-based version of the CAASPP tests; and to report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test.[334] These requirements were not imposed by prior law and are new.

In addition, section 857(c) and (d) requires that the CAASPP coordinator be responsible for assessment technology, and "shall ensure current and ongoing compliance with the minimum

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[332] As indicated above, the Legislature recognized that the "consortium assessments are vastly different than the current STAR assessments," since the assessments are designed to be online and computer adaptive as opposed to the paper-and-pencil STAR assessments formerly administered to pupils (Exhibit X, Assembly Appropriations Committee analysis.) In addition, the Smarter Balanced Test Administration Manual states that:

> Test Administrators (and any other individuals who will be administering any secure Smarter Balanced assessment) will read the CAASPP Smarter Balanced Online Test Administration Manual, the Smarter Balanced Usability, Accessibility, and Accommodations Guidelines, and the Test Administrator (TA) Reference Guide, and view the associated Smarter Balanced training modules. (Exhibit X, Online Test Administration Manual Excerpt, page 9.)

The Online Test Administration Manual for 2015 runs to nearly 100 pages of instruction, while the Test Administrator Reference Guide holds another 90 pages of required reading. In addition, the training modules currently available include a number of archived "webcast" videos and audio-video slide presentations that require several hours to view in full. (Exhibit X. http://www.caaspp.org/training/sbft/index.html, accessed October 5, 2015.)

However, even though the content of the training may be different, the plain language requirement of section 857 is for the CAASPP coordinator to ensure the training of CAASPP test site coordinators. To the extent the training itself results in increased costs, those issues can be best addressed as a reasonably necessary activity at the parameters and guidelines stage of this claim.

[333] Register 2011, No. 15.

[334] California Code of Regulations, title 5, section 857(a) (Register 2014, No. 6).

technology specifications as identified by the CAASPP contractor(s) or consortium." These activities are newly required.

Accordingly, the Commission finds that California Code of Regulations, title 5, section 857, as amended by Register 2014, Nos. 6 and 35, beginning February 3, 2014, imposes new requirements on school district superintendents to identify pupils unable to access the computer-based version of the CAASPP tests; and to report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test. The regulation also requires the LEA CAASPP coordinator to be responsible for assessment technology, and "ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium."

5. California Code of Regulations, title 5, section 858, as amended by Register 2014, Nos. 6 and 35 imposes new requirements on school district CAASPP test site coordinators to be responsible for ensuring that all designated supports, accommodations, and individualized aids are entered into the registration system.

Under prior law section 858 of the STAR regulations provided that at each test site, the superintendent or the district STAR coordinator shall designate a STAR test site coordinator, who is required to be available through August 15 of the following school year to resolve "discrepancies or inconsistencies in materials or errors in reports."[335] In addition, former section 858 provided that a STAR test site coordinator's duties shall include determining test site material needs and communicating to the district STAR coordinator; overseeing the acquisition and distribution of tests and test materials; cooperating with the district STAR coordinator to provide testing days and makeup days within required time periods; maintaining security over the tests and test data; signing the security agreement set forth in section 859; arranging for and overseeing the administration of the tests and the collection and return of all test materials; assisting the district STAR coordinator, the contractor, and CDE in the resolution of discrepancies; overseeing the collection of pupil data required by sections 861 and 862; ensuring that an answer document, and only one answer document, is submitted for each eligible pupil; notifying the STAR district coordinator of any security breaches or testing irregularities; and training test examiners, translators, proctors, and scribes.[336]

Section 858(a) as amended by the test claim regulations, similarly provides that the CAASPP coordinator shall designate a test site coordinator to be available to the CAASPP coordinator by telephone through September 30 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports. This activity is not new.[337]

Section 858(b) also provides that the test site coordinator's responsibilities shall be those defined in the contractor's and CDE's administrative manuals and documentation, and shall include, but not be limited to, overseeing the test site's preparation, coordination, administration, security and reporting of the CAASPP tests. Though the description of the test site coordinator's responsibilities is abbreviated in the amended section 858(b), preparation, coordination,

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[335] California Code of Regulations, title 5, section 858(a) (Register 2011, No. 15).

[336] California Code of Regulations, title 5, section 858 (Register 2011, No. 15).

[337] California Code of Regulations, title 5, section 858(a) (Register 2011, No. 15).

administration, security, and reporting are all terms that generally describe the same responsibilities held by the district STAR coordinator that were described in somewhat greater detail under prior law.[338] The Commission finds that these activities are not new.

In addition, section 858(d) as amended, requires the test site coordinator to be responsible for ensuring that all designated supports, accommodations, and individualized aids are provided to the pupils identified to receive these resources. This activity is not new. As indicated in the analysis above, providing these resources for the tests is not new. In addition, the STAR test site coordinator was required to determine the test material needs and distribute the test materials to the test examiners on each day of testing.[339] And, as above, the language in section 858(c), as amended by Register 2014, No. 6, requiring the test site coordinator to be responsible for the training of test examiners, translators, proctors, and scribes, is substantially the same as prior law,[340] and therefore the Commission finds that is the requirement of section 858(c) is not new.

However, a new activity is imposed by section 858(d), as amended by Register 2014, No. 35 beginning August 27, 2014, to provide that the CAASPP test site coordinator "shall be responsible for ensuring that all designated supports, accommodations and individualized aids are entered into the registration system . . . ." This activity was not required under prior law.

6. California Code of Regulations, title 5, section 861, as amended by Register 2014, No. 6 (eff. February 3, 2014), imposes a new requirement on school districts to report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards.

Under prior law, section 861 of the Title 5 regulations required school districts to "provide the contractor for the standards-based achievement tests and the primary language test…the following information for each pupil enrolled on the first day the test are administered for purposes of the reporting required by the Academic Performance Index of the Public Schools Accountability Act…" The reporting information required included, for example, each pupil's name, date of birth, grade level, gender, English proficiency, program participation, use of accommodations or modifications, the education level of parents or guardians, eligibility to participated in the National School Lunch Program, race or ethnicity, any disability, whether a pupil was enrolled in a nonpublic school based on an IEP and that school's code, and any special testing conditions or reasons for not being tested. School districts were also required to provide the same information for each pupil enrolled in an alternative or off campus program or for pupils placed in nonpublic schools. The information was for purposes of aggregate analyses only and was required to be provided and collected as part of the testing materials for STAR tests.[341]

As amended by Register 2014, No. 6, section 861(a) requires school districts to report "any and all program and demographic pupil data requested by CDE…" to assess pupils under the

[338] California Code of Regulations, title 5, section 858(b) (Register 2011, No. 15)

[339] California Code of Regulations, title 5, section 858(b)(1), (2) (Register 2011, No. 15).

[340] California Code of Regulations, title 5, section 858(b)(12) (Register 2011, No. 15.)

[341] Register 2011, No. 15.

CAASPP requirements of Education Code section 60640 and for inclusion in the California Longitudinal Pupil Achievement Data System (CALPADS).[342] And section 861(c) requires school districts to ensure that the CALPADS data elements are up to date and accurate prior to registration and throughout the testing window. The "program and demographic pupil data" collected for CALPADS is not substantively different from what was required to be collected under the STAR program. Indeed, CALPADS was authorized prior to the enactment of CAASPP, and was required to have "[t]he ability to sort by demographic element collected from the STAR tests…"[343] Moreover, pursuant to section 6311 of NCLB, states are required to submit a plan to the Secretary of the Department of Education that details academic assessments that enable the state to measure "adequate yearly progress," including "separate measurable annual objectives for continuous and substantial improvement for…" disadvantaged students, students from racial and ethnic groups, students with disabilities, and students with limited English proficiency.[344] Accordingly, the academic assessments implemented in each state must "enable results to be disaggregated within each State, local educational agency, and school by gender, by each major racial and ethnic group, by English proficiency status, by migrant status, by students with disabilities as compared to nondisabled students, and by economically disadvantaged students as compared to students who are not economically disadvantaged…"[345] The bill authorizing the creation of CALPADS included $10.3 million "for data gathering and to develop longitudinal databases, including unique student identifiers to obtain the individual student-level assessments required by NCLB."[346] Thus, the requirement in section 861(a) to report program and demographic pupil data is not new.

Section 861(b), as amended by Register 2014, No. 6, also requires school districts to report to CDE the following information: if a pupil is not tested due to a significant medical emergency; if a pupil used an accommodation; if a pupil has special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption); if a pupil is enrolled in a nonpublic school based on an IEP; and if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards pursuant to Education Code section 60644.[347] Register 2014, No. 35 added to section 861(b) the

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[342] CALPADS is a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.

[343] See Exhibit X, SB 1453 (2002) Floor Analysis, page 4.

[344] 20 U.S.C. § 6311(b)(2)(C) (Pub. L. 107-110).

[345] 20 U.S.C. § 6311(b)(3)(C) (Pub. L. 107-110).

[346] See Exhibit X, Senate Floor Analysis of SB 1453 (2002), page 5.

[347] Education Code section 60644 was added by Statutes 2013, chapter 479, to provide for diagnostic assessments of second grade students in language arts and mathematics that are aligned to the common core academic content standards. The assessments are used to aid teachers and gain information about the developing language arts and computational skills of pupils in grade two. Education Code section 60644(b) provides that the cost savings realized from the elimination of the grade two standards-based achievement testing shall be used by local educational agencies to administer the assessments.

requirement to report to CDE if a pupil used a designated support or individualized aid. Some of these reporting requirements are not new. For example, prior section 861 also required school districts to report program participation, use of accommodations or modifications used by a pupil, any special testing conditions or reasons for not being tested, and whether the pupil was enrolled in a nonpublic school based on an IEP.[348] Thus, these activities are not new.

However, the activity required by section 861(b)(5), to report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards pursuant to Education Code section 60644, is a new reporting requirement.

In addition, section 861(b) as further amended by Register 2014, No. 35, which added two additional items to be reported to CDE: if a pupil used a designated support, and if a pupil used an individualized aid. The reporting of this information is not new. "Designated supports" are "resources which the pupil regularly uses in the classroom for instruction and/or assessment(s) and that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan."[349] "Individualized aid" means "a type of resource that a pupil regularly uses in a classroom for instruction and/or assessment that has not been previously identified as a universal tool, designated support or accommodation, and it "may or may not invalidate the measurement of the test."[350] Although the terminology has changed, school districts were required by prior law to report the same information regarding the use of "accommodations" or "modifications" on the test.[351] "Accommodations" were defined as "any variation in the assessment environment or process that does not fundamentally alter what the test measures or affect the comparability of scores.[352] "Modification" was defined as "any variation in the assessment environment or process that fundamentally alters what the test measures or affects the comparability of scores."[353] Thus, the reporting of designated supports and individualized aids is not new.

Accordingly, the Commission finds that section 861(b)(5) imposes a new requirement on school districts, beginning February 3, 2014, to report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards pursuant to Education Code section 60644.

7. California Code of Regulations, title 5, section 864, as amended by Register 2014, No. 6, imposes new requirements on school districts to comply with any and all requests from CAASPP contractors and abide by any and all instructions provided by the CAASPP contractor or consortium.

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[348] California Code of Regulations, title 5, former section 861(a)(9), (10), (20), (21), (22). (Register 2011, No. 15.)

[349] California Code of Regulations, title 5, section 850(k) (Register 2014, No. 35).

[350] California Code of Regulations, title 5, section 850(o) (Register 2014, No. 35).

[351] California Code of Regulations, title 5, former section 861(a)(10) (Register 2011, No. 15).

[352] California Code of Regulations, title 5, former section 850(a). (Register 2011, No. 15.)

[353] California Code of Regulations, title 5, former section 850(k). (Register 2011, No. 15.)

Former Code of Regulations, title 5, section 864, addressed the reporting of test scores. As repealed and replaced by Register 2014, No. 6, section 864 now provides that an LEA is an agent of CDE for purposes of the CAASPP program, and that in order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, LEAs shall:

> (1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and
>
> (2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

These requirements, though non-specific, are newly required by the amended section, beginning February 3, 2014.

C. The New Requirements Impose a State-Mandated New Program or Higher Level of Service on School Districts.

As indicated above, the Commission finds that the following activities are newly required of school districts:

- Beginning January 1, 2014, provide "a computing device, the use of an assessment technology platform, and the adaptive engine" to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.[354]
- Beginning February 3, 2014, the LEA CAASPP coordinator shall be responsible for assessment technology, and shall ensure current and ongoing compliance with minimum technology specifications as identified by the CAASPP contractor(s) or consortium.[355]
- Beginning February 3, 2014, notify parents or guardians each year of their pupil's participation in the CAASPP assessment system, including notification that notwithstanding any other provision of law, a parent's or guardian's written request to excuse his or her child from any or all parts of the CAASPP assessments shall be granted.[356]
- Beginning February 3, 2014, score and transmit the CAASPP tests in accordance with manuals or other instructions provided by the contractor or CDE.[357]
- Beginning February 3, 2014, identify pupils unable to access the computer-based version of the CAASPP tests; and report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test.[358]

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[354] Education Code section 60640 (Stats. 2013, ch. 489), interpreted in light of California Code of Regulations, title 5, sections 850, 853, 853.5, and 857 (Register 2014, Nos. 6, 30, 35).

[355] California Code of Regulations, title 5, section 857(d) (Register 2014, No. 6).

[356] California Code of Regulations, title 5, section 852 (Register 2014, No. 6).

[357] California Code of Regulations, title 5, section 853 (Register 2014, No. 6).

[358] California Code of Regulations, title 5, section 857(a) (Register 2014, No. 6).

- Beginning August 27, 2014, the CAASPP test site coordinator shall be responsible for ensuring that all designated supports, accommodations and individualized aids are entered into the registration system.[359]
- Beginning February 3, 2014, report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards pursuant to Education Code section 60644.[360]
- Beginning February 3, 2014, comply with any and all requests from CAASPP contractors, and abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are provided for training or provided for in the administration of a CAASPP test.[361]

Finance argues that the CAASPP program, like the STAR testing program that preceded it, is not mandated by the state, but is required to meet federal program requirements and was enacted to avoid a loss of federal funding. Finance states: "we reiterate comments previously submitted as part of the proceedings for the STAR test claim…that NCLB is a federal mandate, and therefore the STAR program could not be found to be a state mandate because it is required to comply with NCLB."[362,363] In this respect, during the reconsideration of the *STAR* mandate, Finance asserted that nonparticipation in the statewide testing requirements "incentivized" by federal funding "would jeopardize the receipt of approximately $4.3 billion *annually* in federal NCLB funds."[364] The Director of Fiscal and Administrative Services for CDE at the time stated that the loss would represent "approximately 7.6% of our state's K-12 education expenditures." The Director continued:

> In order to receive the more than $3 Billion under NCLB, California is required to implement a statewide accountability system that is effective in every district in the State and that ensures all public elementary and secondary schools make adequate yearly progress in meeting academic goals as defined by NCLB. STAR is a primary component of this accountability system.[365]

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[359] California Code of Regulations, title 5, section 858(d) (Register 2014, No. 35).

[360] California Code of Regulations, title 5, section 861(b)(5) ((Register 2014, No. 6).

[361] California Code of Regulations, title 5, section 864 (Register 2014, No. 6).

[362] Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, pages 1-2.

[363] SBE, for its part, asserts that the test claim regulations do not impose a state mandate because they do not extend beyond the scope and purpose of the test claim statutes. See, e.g., Exhibit X, Final Statement of Reasons for CAASPP Regulations [discussing proposed changes to sections 853.5 and 853.7: "Mandating in the regulations that LEAs make an affirmative determination concerning every ELs need for a designated support(s) is not required by federal law and would create an unfunded mandate when there is nothing in the CAASPP law creating a state mandate."].

[364] Exhibit X, Finance's Comments on *STAR* Reconsideration, February 24, 2005, page 1.

[365] Exhibit X, CDE Comments on *STAR* Reconsideration, June 9, 2005, page 3.

These state agencies relied on the Supreme Court's decision in *City of Sacramento*, where the court found federal legislation that contained incentives and penalties ("carrot and stick") to encourage state participation would constitute a federal mandate in circumstances when the state does what is "necessary to avoid certain and severe federal penalties"; i.e., where "[t]he alternatives [to participating] were so far beyond the realm of practical reality that they left the state 'without discretion' to depart from federal standards."[366]

The claimants counter that the *STAR* test claim determined that some of the testing requirements *were* a reimbursable mandate, notwithstanding the underlying federal requirement to administer standardized academic assessments; and that the *STAR II and III* test claim did not reach the federal mandate issue. And, the claimants argue, "regardless of whether STAR itself was a federal mandate, CAASPP certainly is not." The claimants reason that "California was compliant with NCLB's requirement to administer assessments to determine students' levels of academic achievement under STAR…[but the Legislature] chose – without any change to NCLB – to adopt a new assessment regime that was much more expansive (and expensive)."[367]

Fundamentally, NCLB is an incentive program, consistent with "the vast bulk of cost-producing federal influence on government at the state and local levels [being] by inducement or incentive rather than direct compulsion."[368] States are required to comply with NCLB to receive federal funding for education. Federal law also states that if "any recipient of funds under any applicable program is failing to comply substantially with any requirement of law applicable to such funds…" the Secretary of Education may "withhold further payments under that program…" and may seek a recovery of funds already provided.[369]

The Commission, however, finds that even if NCLB imposes a federal mandate on the states to provide "a set of high-quality, yearly student academic assessments" in mathematics, reading or language arts, and science,[370] the new activities required by the test claim statutes and regulations go beyond that requirement, are mandated by state law, and do not impose costs mandated by the federal government.

Like the STAR program that preceded it, there is no dispute that the CAASPP tests satisfy the requirements of NCLB. In fact, the elimination of grades 2, 9, and 10 from yearly English language arts and mathematics testing appears to track the requirements of NCLB more precisely than before.[371] In *Hayes*, the court held that even if the state enacts legislation to comply with a federal mandate, the activities required by the legislation may still impose a state-mandated program if the manner of implementation of the federal program is left to the true discretion of the state. "If the state freely chooses to impose the costs upon the local agency as a means of implementing a federal program[,] then the costs are the result of a reimbursable state mandate

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[366] *City of Sacramento, supra,* 50 Cal.3d 51, 74.

[367] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 5.

[368] *City of Sacramento v. State of California* (1990) 50 Cal.3d 51, 73.

[369] 20 USC § 1324c.

[370] 20 USC 6311 (b)(3)(A) (Pub. L. 107-110, Jan. 8, 2002).

[371] 20 USC 6011 (b)(3)(C) (Pub. L. 107-110, Jan. 8, 2002).

regardless whether the costs were imposed upon the state by the federal government."[372] In addition, Government Code section 17556(c) provides that the Commission shall not find costs mandated by the state where the test claim statute or regulations impose a requirement that is mandated by a federal law or regulation and results in costs mandated by the federal government, "*unless the statute or executive order mandates costs that exceed the mandate in that federal law or regulation.*"[373]

The court's holding in *Hayes* applies in this case. Here, the state was not forced to adopt the computerized CAASPP tests to comply with federal law. The state, within its discretion, chose to adopt the CAASPP program, in part, to receive grant funding under the Race to the Top program.[374] However, that grant funding was awarded between July 2010 and March 2013, prior to the effective dates of any of the test claim statutes, and California was not awarded any of that funding, despite having promptly adopted the Common Core in 2010 and actively participating in the Smarter Balanced consortium to develop the new assessments which would eventually be adopted as a part of CAASPP.[375] Therefore, the Commission finds that the new requirements imposed by the test claim statutes and regulations are mandated by the state.

In addition, the new mandated activities are unique to government in that they are only required of school districts and they provide a service to the public "to provide assessments that can assist teachers, administrators, students and parents/guardians with a better understanding of college and career readiness."[376,377]

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[372] *Hayes v. Commission on State Mandates* (1992) 11 Cal.App.4th 1564, 1593-1594.

[373] Government Code section 17556(c) (Stats. 2010, ch. 719) [emphasis added].

[374] Exhibit X, Race to the Top Executive Summary, page 3 [The Race to the Top program, enacted as a part of the American Recovery and Reinvestment Act of 2009, provided grant funding to two multistate consortia for the development of new high-quality standards-aligned assessments: the Smarter Balanced Assessment Consortium and the Partnership for Assessment of Readiness for College and Careers (PARCC). That funding was provided to the consortia, respectively, to develop new assessments; it was not intended to incentivize the states to adopt and implement the new assessments. (Exhibit X, US Department of Education, "US Secretary of Education Duncan Announces Winners of Competition to Improve Student Assessments."). An additional fund of $4.35 billion was made available on a competitive basis to states that could demonstrate a commitment to improving education outcomes and closing achievement gaps among different populations. One criteria for the awarding of those grants was the adoption of common standards (i.e., the Common Core State Standards or other common standards) and a commitment to adopt standards-aligned common high-quality assessments (i.e., either the Smarter Balanced or the PARCC consortium assessments). (Exhibit X, Race to the Top Program, Executive Summary, November 2009, pages 2; 7-8.)].

[375] Exhibit X, Race to the Top Executive Summary; Awards – Race to the Top Program Fund; "Four Years Later, Are Race to the Top States on Track?" Center for American Progress.

[376] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 8.

[377] *San Diego Unified School Dist., supra,* 33 Cal.4th 859, 874-875; See also, *Long Beach Unified School Dist. v. State of California* (1990) 225 Cal.App.3d 155, 172, where the court

Accordingly, the activities required by the test claim statutes and regulations impose a state-mandated a new program or higher level of service on school districts.

D. There Are Costs Mandated by the State Pursuant to Government Code Section 17514, from January 1, 2014 Until June 30, 2014 Only.

Government Code section 17514 defines "costs mandated by the state" as any increased cost that a local agency or school district incurs as a result of any statute or executive order that mandates a new program or higher level of service. The claimants have alleged a total of $8,568,068 in increased costs for the fiscal year 2013-2014,[378] and allege "a total of more than $15 million in increased costs for 2014-2015."[379] Claimants have further stated in their test claim that they are "unaware at this time" of any dedicated state or federal funds "available for this program."[380] The claimants identify the "Common Core Implementation Block Grant" as a potential source of "other nonlocal agency funds," but do not identify the legislation or any budget language that provides for the block grant.[381] In addition, the claimants argue that only an estimate of 2014-2015 costs is necessary, and "a 'substantial evidence' requirement is baseless as there is no such requirement at this stage in the process."[382]

Finance has argued that several sources of funding are or may be available to cover the costs of any mandate, and therefore the Commission must not find costs mandated by the state, pursuant to section 17556(e).[383] Finance also argues that "the claimants may be seeking reimbursement for purchases that were already planned and would have been made regardless of the creation of the CAASPP." Finance explains that pursuant to Education Code section 42127, "governing boards of school districts must adopt their local budgets no later than July 1...", and the county office of education "must approve, conditionally approve, or disapprove a school's budget no later than August 15, 2013." Therefore, Finance argues that "each of these school district budget deadlines were prior to the implementation of Chapter 489, Statutes of 2013…" and the claimants must "clearly demonstrate that the items purchased were added as an amendment to their budgets…" In other words, Finance argues that the expenditures reported may not in fact be attributable to the mandate.

Government Code section 17556(e) provides that the Commission shall not find costs mandated by the state if:

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finds that "education in our society is considered to be peculiarly governmental function;" that "public education is administered by local agencies to provide service to the public;" and that, therefore, "public education constitutes a 'program' within the meaning of Section 6."

[378] Exhibit A, Amended Test Claim 14-TC-01, page 74; Exhibit C, Vallejo City Unified School District Request to Join Claim, pages 5-6.

[379] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[380] Exhibit A, Amended Test Claim 14-TC-01, pages 73-74.

[381] *Id.*, page 74.

[382] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[383] See Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015; Exhibit G, Finance's Late Comments on 14-TC-01, filed April 27, 2015.

> The statute, executive order, or an appropriation in a Budget Act or other bill provides for offsetting savings to local agencies or school districts that result in no net costs to the local agencies or school districts, or includes additional revenue that was specifically intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate.

Government Code section 17556(e) implements article XIII B, section 6, which requires subvention only when the costs in question can be recovered solely from local tax revenues. The Supreme Court has determined that

> [Article XIII B, section 6] was intended to preclude the state from shifting financial responsibility for carrying out governmental functions onto local entities that were ill equipped to handle the task. [Citations omitted.] Specifically, it was designed to protect the tax revenues of local governments from state mandates that would require expenditures of such revenues. Thus, although its language broadly declares that the "state shall provide a subvention of funds to reimburse … local government for the costs [of a state-mandated new] program or higher level of service," read in its textual and historical context section 6 of article XIII B requires subvention only when the costs in question can be recovered solely from tax revenues.
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> . . . . As the discussion makes clear, the Constitution requires reimbursement only for those expenses that are recoverable solely from taxes.[384]

Accordingly, in *Kern*,[385] the Supreme Court held that claimant school districts were *not entitled to reimbursement* for costs incurred in complying with notice and agenda requirements for meetings of a school site council, without reaching the issue of whether the underlying funded school site council program was itself mandated, "because the state, in providing program funds to claimants, already has provided funds that may be used to cover the necessary notice and agenda-related expenses." In that case, the court "found nothing to suggest that a school district is precluded from using a portion of the [program] funds obtained from the state for the implementation of the underlying funded program to pay the associated [mandated] costs." In fact, the court found that the program "explicitly authorizes school districts to do so," quoting the statute authorizing the appropriation of program funds to allow school districts to "claim funds appropriated for purposes of this article for expenditures in, but not limited to, reasonable district administrative expenses."[386] The court concluded, therefore, that "we view the state's provision of *program funding as satisfying, in advance, any reimbursement requirement*." (Emphasis added.)

Below, the Commission finds that during fiscal year 2013-2014, there are sources of funding available that may be applied to the activities found above to be new requirements mandated by the state, but none that are specifically intended to cover the costs of the mandate within the meaning of Government Code section 17556(e). Thus, to the extent a school district complied with the new activities required to administer the CAASPP at any time from January 1, 2014,

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[384] *County of Fresno*, 53 Cal.3d 482, page 487.

[385] *Department of Finance v. Commission on State Mandates* (*Kern*) (2003) 30 Cal.4th 727.

[386] *Kern*, *supra*, page 747.

through June 30, 2014, and did not receive and apply funds (which are not local proceeds of taxes) to cover the entire cost of this activity, then reimbursement is required under article XIII B, section 6 for the increased local costs.

However, beginning July 1, 2014, there is additional funding provided, both in the test claim statutes and in the Budget Acts for 2014-2015 and 2015-2016, which is specifically intended to cover the costs of the mandated activities. Absent substantial evidence in the record to the contrary, the funding is sufficient as a matter of law to cover the costs of the mandated activities, is required to be applied to the activities, and bars a finding of costs mandated by the state pursuant to Government Code section 17556(e). Thus, beginning July 1, 2014, reimbursement under article XIII B, section 6 is not required for the new mandated activities.

1. **The 2013-2014 Budget Act contains only potentially offsetting revenues, pursuant to Government Code sections 17556(e) and 17557, and therefore some school districts may have incurred costs mandated by the state from January 1, 2014 through June 30, 2014.**

The 2013-2014 Budget Act and other appropriations made for fiscal year 2013-2014 include the following funding sources that Finance alleges are available to cover costs of this mandated program:

- Line Item 6110-113-0001, Statutes 2013, chapter 20 (AB 110) provides $72,706,000 in local assistance, "for purposes of California's pupil testing program…," and states: "The funds appropriated in this item shall be for the pupil testing programs authorized by Chapter 3 (commencing with Section 48410) of Part 27 of Division 4 of Title 2 of the Education Code and Chapter 5 (commencing with Section 60600), Chapter 6 (commencing with Section 60800), Chapter 7 (commencing with Section 60810), and Chapter 9 (commencing with Section 60850) of Part 33 of Division 4 of Title 2 of the Education Code." In addition, Provision 7 of Item 6110-113-0001 states: "Funds provided to local educational agencies from Schedules (2), (3), (4), and (5) shall first be used to offset any state-mandated reimbursable costs within the meaning of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the STAR Program, the California English Language Development Test, and the California High School Exit Examination. Local educational agencies receiving funding from these schedules shall reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them from these schedules."

- Line Item 6110-113-0890, Statutes 2013, chapter 20 (AB 110) provides $25,111,000 in local assistance from "Department of Education – Title VI Flexibility and Accountability, payable from the Federal Trust Fund." Provision 6 of this Item states: "Funds provided to local educational agencies from Schedules (2), (3), and (4) shall first be used to offset any state-mandated reimbursable costs, within the meaning of subdivision (e) of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the STAR Program, the California English Language Development Test, the California High School Exit Examination, and the California Alternate Performance Assessment. Local educational agencies

receiving funding from these schedules shall reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them from these schedules.

- Statutes 2013, chapter 48 (AB 86), section 85 provides for $1.25 billion to "support the integration of academic content standards…" which may include, "expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments."

However, none of these revenues are specifically intended to cover the costs of the mandated activities for the CAASPP program during the 2013-2014 fiscal year within the meaning of Government Code section 17556(e). Line Items 6110-113-0001 and 6110-113-0890 of the 2013-2014 Budget Act address costs of the STAR assessments, which were replaced by CAASPP as of January 1, 2014.[387] To the extent school districts applied the funds intended for STAR to the costs of the new CAASPP assessments, their annual claims should reflect an adjustment to reimbursable costs mandated by the state (i.e., offsetting revenues applied),[388] but nothing in the 2013-2014 Budget Act *requires* school districts to apply funding to a program that did not yet exist when the Budget Act was written. For that reason, though they may be off-setting, preexisting funds cannot satisfy the test of Government Code section 17556(e) to deny the test claim.

Similarly, although Statutes 2013, chapter 48 recognizes the pending improvements in internet connectivity that may be necessary to administer computer-based assessments, the $1.25 billion in Common Core implementation funding is not *required* to fulfill those needs first. The statute implies the Legislature's awareness of the impending expenses to be incurred to implement Common Core, and to transition to a system of standards-aligned computer-based assessments,[389] but the statute expressly states that a school district shall expend funds "for *any* of the following purposes…"[390]

Finance argues that "sufficient funding was provided in the 2013 Budget Act…" Finance asserts that "Provision 1 of Item 6110-113-0001 explicitly references the statutes that were amended by Chapter 489, Statutes of 2013, and, therefore, the $72.7 million appropriated in this item is explicitly provided to support the CAASPP."[391] In addition, Finance argues that "the $1.25

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[387] Statutes 2013, chapter 489.

[388] See *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487 ["…read in its textual and historical context section 6 of article XIII B requires subvention only when the costs in question can be recovered solely from tax revenues."].

[389] E.g., Statutes 2013, chapter 489, section 85(d) [Providing that school districts shall expend the funds for any of the following: "Integration of these academic content standards through technology-based instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments."].

[390] Statutes 2013, chapter 48 (AB 86), section 85(d) [emphasis added].

[391] Exhibit K, Finance's Comments on Draft Proposed Decision on 14-TC-01, pages 2-3.

billion appropriated by Section 85 of Chapter 48, Statutes of 2013, was available for these activities and, as asserted above, local educational agencies were required by statute to administer the CAASPP from funds available for that purpose."[392]

However, Provision 1 of item 6110-113-0001, does not cite the test claim statutes, which were not yet enacted, but rather refers generally to Education Code "Chapter 5 (commencing with Section 60600)…"[393] Finance argues that because those code sections were amended by the test claim statutes, the reference means that the funds are "explicitly provided to support the CAASPP."[394] But that indirect reference is not sufficient to constitute "additional revenue that was specifically intended to fund the costs of the state mandate," within the meaning of Government Code section 17556(e). Government Code section 17556(e) proscribes a finding of increased costs mandated by the state if the Commission finds that "[t]he statute, executive order, or an appropriation in a Budget Act or other bill provides for offsetting savings…or includes additional revenue that was *specifically intended* to fund the costs of the state mandate *in an amount sufficient* to fund the cost of the state mandate." The section also provides that "[t]his subdivision applies regardless of whether a statute, executive order, or appropriation in the Budget Act or other bill…was enacted or adopted prior to or after the date on which the statute or executive order was enacted or issued." However, the 2013-2014 Budget Act states that the funds are provided for approved contract costs for the California Standards Test, the Standards-Based Tests in Spanish, the California Alternate Performance Assessment, the Designated Primary Language Test, and the California Modified Assessment. Several of those elements or portions of the STAR program, as explained above, were not carried forward into the CAASPP program; and, the statewide pupil assessments are no longer referred to as the STAR program.

Additionally, though the test claim statutes do provide that the CAASPP must be administered "from the funds available for that purpose," as discussed above, that phrase refers to the "funds appropriated for these purposes to LEAs to enable them to meet the requirements of subdivisions (b) and (c)," referring to the component assessments of the CAASPP, and the Superintendent's authority to recommend additional standards-aligned adaptive assessments.[395] There is no precedent for interpreting "from the funds available" to mean all possible funds, including the $1.25 billion provided for Common Core implementation before the test claim statutes were enacted. Nor is there any precedent for interpreting "from the funds available" as a phrase that implicates Government Code section 17556(e). And in any event, the legislation that provided the Common Core implementation funding stated that the funds shall be expended for "*any of* the following purposes…" including professional development for teachers and other staff; instructional materials aligned to the new standards; or integration of the standards "through technology-based instruction…including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments…" That last provision makes clear that the $1.25 billion is *available* for some of the costs involved in this test claim, but not required to be used solely for this program. Moreover, the same provisions also state that "Funding apportioned pursuant to this section is specifically intended to fund, and shall first be

[392] Exhibit K, Finance's Comments on Draft Proposed Decision on 14-TC-01, page 3.

[393] Statutes 2013, chapter 20.

[394] Exhibit K, Finance's Comments on Draft Proposed Decision on 14-TC-01, pages 2-3.

[395] See Education Code section 60640(l) (as amended, Stats. 2013, ch. 489).

used to offset, the costs of any new programs or higher levels of service associated with implementation of the academic content standards…pursuant to Sections 60605.8, 60605.85, 60605.10, 60605.11, and 60811.3…"[396] Therefore, the first priority for the funding provided is not the assessments themselves, but "implementation of the content standards..."

As noted above, the earliest of the three test claim statutes pled, Statutes 2013, chapter 489, has an effective date of January 1, 2014. The administration of the 2013-2014 field test of the Smarter Balanced computer-based assessments was scheduled to take place, in accordance with the February 2014 emergency regulations, "during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days."[397] As a result, all students were administered the field test between March 25 and June 13 of 2014.[398] Therefore, at least some school districts likely incurred mandated costs for the activity to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" in order to administer the CAASPP test on computers after January 1, 2014, but before the 2014-2015 Budget Act took effect on July 1, 2014, which, as explained below, does provide funding specifically intended to cover the costs of the mandate. To the extent school districts can show that they incurred state-mandated increased costs to comply with this requirement between January 1, 2014 and June 30, 2014, those costs are mandated by the state and are eligible for reimbursement. Note that costs incurred prior to January 1, 2014 would not be, by definition, state-mandated increased costs within the scope of the test claim statutes, because the *earliest* test claim statute pled became effective and operative on January 1, 2014.

Based on the foregoing, the Commission finds that the funding identified in the 2013-2014 Budget Act (Line Items 6110-113-0001 and 6110-113-0890) and the $1.25 billion appropriated for Common Core implementation by Statutes 2013, chapter 48 are potentially offsetting revenues that must be deducted from the costs claimed for January 1, 2014 to June 30, 2014, to the extent that a school district expended the described revenues for any of the state-mandated activities.

2. Absent evidence to the contrary, the State has appropriated revenues sufficient to fund the cost of the mandated activities in the 2014-2015 and 2015-2016 Budget Acts; thus, there are no costs mandated by the state beginning July 1, 2014.

As noted above, Government Code section 17556(e) provides that the Commission shall not find costs mandated by the state if it determines that the test claim statute or an appropriation in a Budget Act or other bill includes additional revenue that was specifically intended to fund the costs of the state mandate in an amount sufficient to fund the cost of the state mandate. Finance has identified the following revenues appropriated by the state for the CAASPP program beginning July 1, 2014, and alleges that these revenues are specifically intended to cover the costs of the mandate, therefore barring a finding of costs mandated by the state pursuant to Government Code section 17556(e):

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[396] Statutes 2013, chapter 48.

[397] California Code of Regulations, title 5, section 855 (Register 2014, No. 6).

[398] Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 42.

- $126.8 million in local assistance for statewide pupil assessments provided in the 2014-2015 Budget Act, which states: "Funds provided to local agencies from Schedules (2), (3), (4), (5), (6), (7), and (8) *shall first be used to offset any state-mandated reimbursable costs*…that may otherwise be claimed through the state mandates reimbursement process for the remaining costs of the STAR 2013-14 test administration, the California English Language Development Test, the California High School Exit Examination, and the statewide pupil assessment system established *pursuant to Chapter 489 of the Statutes of 2013*."[399]
- $22.7 million in Federal Trust Fund local assistance for statewide pupils assessments provided in the 2014-2015 Budget Act, which states: "Funds provided to local educational agencies from Schedules (2), (3), and (5) *shall first be used to offset any state-mandated reimbursable cost*…that otherwise may be claimed through the state mandates reimbursement process for the statewide pupil assessment system established *pursuant to Chapter 489 of the Statutes of 2013*, the California English Language Development Test, the California High School Exit Examination, and the California Alternate Performance Assessment."[400]
- $400.5 million added in Statutes 2014, chapter 32 and Line Item 6110-488 of the 2014 Budget Act for outstanding mandate claims, which, Finance argues "after satisfying any outstanding mandate claims the funds could be used for any one-time purpose determined by a local educational agency's (LEA's) governing board, including technology infrastructure."
- $26,689,000 appropriated in Provision 2 of Line Item 6110-182-0001 of the 2014 Budget Act "to support network connectivity infrastructure grants and completion of a statewide report of network connectivity infrastructure by the K-12 High-Speed Network…"[401]

The claimants acknowledge that these revenue sources exist, but argue that they are either not specifically intended to fund the costs of the mandate, or "simply woefully inadequate..."[402] Specifically, the claimants argue that the $400.5 million provided in Statutes 2014, chapter 32 is intended to be used to reimburse outstanding mandate debt, not to cover the costs of new mandates. In addition, the claimants argue that the "K-12 High Speed Network" funding does not constitute revenue specifically intended for mandate costs "because districts and county offices do not receive these funds directly; they only receive the benefit."[403] With respect to the state and federal funds that expressly reference the test claim statutes, the claimants state:

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[399] Statutes 2014, chapter 25, Line Item 6110-113-0001.

[400] Statutes 2014, chapter 25, Line Item 6110-113-0890.

[401] See Exhibit D, Finance's Comments on Test Claim 14-TC-01, filed February 13, 2015, pages 6-7.

[402] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, pages 7-8.

[403] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, pages 7-8 [Finance has argued, in response to claimants' rebuttal comments, that to the extent a district or county office of education receives a portion of the K-12 High Speed Network funding, which is a grant-based program, that school district would not incur actual increased costs mandated by the state to

> Finally, claimants do not contest that the $126.8 million from Provision 7 of Item 6110-113-0001 of the 2014 Budget Act constitutes "additional revenues" under Government Code section 17556(e). This uncontested $126.8 million (or even $149.5 million if combined with the [federal] funds) is simply woefully inadequate to offset the significant financial need the test claimants have demonstrated in the claim.[404]

Because the Commission finds, as discussed herein, that the claimants have failed to establish increased costs mandated by the state in excess of the state and federal funds specifically intended to cover the costs of this mandate, it is not necessary to further analyze either the outstanding mandate debt funding ($400.5 million in 2014-2015) or the K-12 High Speed Network funding ($26.7 million) as potentially offsetting revenues. Rather, it is sufficient to note that while these appropriations do not directly or expressly refer to the test claim statutes, the plain language of these appropriations makes the funds, at least facially, *available* to cover *some* costs of the mandated activities, and therefore these funds could be offsetting if the Commission found costs mandated by the state.

However, the Commission finds that some of the state and federal funds identified in the first two bullets above, are indeed specifically intended to cover the costs of the mandate. The budget language for the federal appropriation of $ $22.7 million, expressly refers to the test claim statutes that added CAASPP, as Provision 6 of line item 6110-113-0890, and states:

> Funds provided to local educational agencies from Schedules (2), (3), and (5) *shall first be used to offset any state mandated reimbursable* costs, within the meaning of subdivision (e) of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the *statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013*, the California English Language Development Test, the California High School Exit Examination, and the California Alternate Performance Assessment.[405]

And, provision 7 of Line item 6110-113-0001 of the 2014-2015 Budget Act similarly states that "funds provided to local educational agencies from Schedules (2), (3), (4), (5), (6), (7), and (8) shall first be used to offset any state-mandated reimbursable costs within the meaning of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the remaining costs of the STAR 2013-14 test administration, the California English Language Development Test, the California High School Exit Examination,

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improve its internet connectivity. Finance further argues that the waiver received by CDE for NCLB does not render the federal funding inapplicable to the mandate; the waiver applies only to the federal accountability reporting requirements, and "was contingent on California local education agencies ensuring that, with the exception of students with the most significant cognitive disabilities, all students in grades 3 through 8 participated in the Smarter Balanced Assessment Consortium (SBAC) field test in English language arts/literacy and mathematics." (Exhibit G, Finance's Late Comments on 14-TC-01, filed April 27, 2015, pages 1-2.)].

[404] Exhibit F, Claimants' Rebuttal on 14-TC-01, filed March 13, 2015, page 8.

[405] Statutes 2014, chapter 25. (Emphasis added.)

and the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013."

In the 2015-2016 Budget Act, Line Items 6100-113-0001 and 6100-113-0890 provide similarly, with respect to the state ($126,463,000) and federal ($20,439,000) funds provided for statewide testing.[406]

However, in both the 2014-2015 Budget Act, and the 2015-2016 Budget Act, several schedules (3, 4, 5, 6, and 7) are designated as appropriated for contract costs to be approved by the SBE for several different statewide assessment programs, and not necessarily available at all, or at least not in their entirety, for state-mandated reimbursable costs for CAASPP, as stated in provision 7. For example, Line Item 6110-113-0001, in the 2014-2015 Budget Act states, in pertinent part:

> 6110-113-0001 For local assistance, Department of Education (Proposition 98), for purposes of California's pupil testing program 126,850,000
>
> Schedule:
>
> (1) 20.70.030.005- Assessment Review and Reporting 1,494,000
>
> (2) 20.70.030.006- STAR Program 8,196,000
>
> (3) 20.70.030.007- English Language Development Assessment 6,667,000
>
> (4) 20.70.030.008- High School Exit Examination 5,894,000
>
> (5) 20.70.030.012- Statewide Pupil Assessment System 75,117,000
>
> (6) 20.70.030.033- Next Generation Science Standards Assessment 4,000,000
>
> (7) 20.70.030.034- Primary Languages other than English Assessments 2,000,000
>
> (8) 20.70.030.209- Assessment Apportionments 23,482,000
>
> (9) 20.70.030.015- California High School Proficiency Examination 1,244,000
>
> (10) Reimbursements .....−1,244,000
>
> Provisions:
>
> 1. The funds appropriated in this item shall be for the pupil testing programs authorized by Chapter 3 (commencing with Section 48410) of Part 27 of Division 4 of Title 2 of the Education Code and Chapter 5 (commencing with Section 60600), Chapter 6 (commencing with Section 60800), Chapter 7 (commencing with Section 60810), and Chapter 9 (commencing with Section 60850) of Part 33 of Division 4 of Title 2 of the Education Code.
> 2. The funds appropriated in Schedules (5), (6), and (7) are provided for contract costs for the implementation of the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013, as approved by the State Board of Education, and are contingent upon Department of Finance review of the related contract, during contract negotiations, prior to its execution.

[406] Statutes 2015, chapter 10.

3. The funds appropriated in Schedule (3) shall be available for approved contract costs for the development of and transition to the English Language Proficiency Assessments for California which include initial identification and annual assessments aligned to the state English language development standards in accordance with Chapter 478 of the Statutes of 2013, and are contingent upon the submittal of the related contract by the State Department of Education and the Department of Finance. Ongoing funding for the English Language Proficiency Assessments for California shall be contingent upon an appropriation in the annual Budget Act. Incentive funding of $5 per pupil is provided in Schedule (8) for district apportionments for the CELDT. As a condition of receiving these funds, school districts must agree to provide information determined to be necessary to comply with the data collection and reporting requirements of the federal No Child Left Behind Act of 2001 (P.L. 107110) regarding English language learners by the State Department of Education.

4. The funds appropriated in Schedule (4) include funds for approved contract costs for the administration of the California High School Exit Examination (CAHSEE) pursuant to Chapter 9 (commencing with Section 60850) of Part 33 of Division 4 of Title 2 of the Education Code. The State Board of Education shall establish the amount of funding to be apportioned to school districts for the CAHSEE. The amount of funding to be apportioned per test shall not be valid without the approval of the Department of Finance.

5. The funds appropriated in Schedule (4) shall be used for seven annual administrations of the California High School Exit Examination. Grade 12 pupils may take up to five administrations of the examination, grade 11 pupils may take up to two, and grade 10 pupils are required to take one.

   [*Sic*]

7. Funds provided to local educational agencies from Schedules (2), (3), (4), (5), (6), (7), and (8) shall first be used to offset any state-mandated reimbursable costs within the meaning of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the remaining costs of the STAR 2013–14 test administration, the California English Language Development Test, the California High School Exit Examination, and the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013. Local educational agencies receiving funding from these schedules shall reduce their estimated and actual mandate reimbursement claims by the amount of funding provided to them from these schedules.

8. Notwithstanding Section 28.50, the Department of Finance may adjust Schedules (9) and (10) to reflect changes in actual reimbursements from the contractor for the California High School Proficiency Examination.

9. Federal funds provided in Item 6110-113-0890 for statewide testing purposes shall be fully expended before General Fund resources provided in this item are expended for the same purposes.

10. The funds appropriated in Schedule (8) shall be used to pay approved apportionment costs from the 2013–14 and prior fiscal years for the California English Language Development Test, the California High School Exit Examination, the Standard Testing and Reporting (STAR) Program, and the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013.
11. The funds appropriated in Schedule (2) of this item are available for the necessary scoring and reporting of assessments administered in the 2013–14 school year.[407]

Section 862.5 of the title 5 regulations implementing the CAASPP program clearly states that the apportionment made to each LEA includes costs for staffing, "staff training, and other expenses related to testing…", as well as "[a]ll expenses incurred at the LEA and school/test site(s) related to testing."[408] And, the plain language of schedules 5 and 8, and provisions 7 and 10, above, clearly implicate the CAASPP test, referring to "the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013." Provision 7, in particular, contains the language relied upon by the parties: "[f]unds provided to local educational agencies from Schedules (2), (3), (4), (5), (6), (7), and (8) shall first be used to offset any state-mandated reimbursable costs within the meaning of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the remaining costs of the STAR 2013–14 test administration, the California English Language Development Test, the California High School Exit Examination, and the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013." Thus, at least some portion of the funding appropriated meets the standard in section 17556(e) that the funding was "specifically intended" to cover the costs of the new activities mandated by the CAASPP program.

However, provisions 2, 3, 4, and 5 limit the funds available for the state-mandated activities imposed on school districts. Provision 2 states that funds in schedules (5), (6), and (7) are "provided for contract costs for the implementation of the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013, as approved by the State Board of Education, and are contingent upon Department of Finance review of the related contract…" Those "contract costs" include, for example, activities performed on behalf of CDE by Educational Testing Service (ETS):

> ETS, through a contract with the CDE, provided administration assistance, help with resources development, and ongoing communication to LEAs about Field Test administration. ETS staff developed a test-delivery portal customized for California to protect student-level data from leaving the state; produced a customized test administration manual; organized the Field Test administration, including test content (i.e., content areas by school and grade level) and testing window assignments to LEAs; developed Webcasts to train LEAs in the uploading of student information in conjunction with CALPADS; produced videos about key procedures and concepts; provided an online forum in collaboration with the CDE to help problem solve LEA administration issues; and provided ongoing support to LEAs through the California Technical Assistance

[407] Statutes 2014, chapter 25 [Line Item 6110-113-0001].

[408] California Code of Regulations, title 5, section 862.5 (Register 2014, No. 6).

> Center. ETS, on behalf of the CDE, conducted 30 in-person regional workshops for LEA CAASPP coordinators and technology coordinators and, in coordination with the CDE, Smarter Balanced, and other CDE contractors, presented a series of training modules for California LEAs to prepare for the spring 2014 Field Test. ETS developed and conducted a mid-test and a post-test survey as well as eight post-test focus groups of LEA coordinators, site coordinators, and test administrators to obtain feedback on training, support, technology, scheduling, accommodations, and Field Test format issues.[409]

In addition, a contract extension with ETS was approved in July 2014 to, among other things, "[c]ontinue work on science assessments including development of the test blueprints, and initiate the item development of the new CAASPP science assessments aligned to the Next Generation Science Standards (NGSS)."[410] Schedule (6), above, provides $4 million for the development of NGSS, which provision 2 states "are provided for contract costs for the implementation of the statewide pupil assessment system." These are not activities performed by or required of school districts.

Similarly, Provisions 3, 4, and 5 limit schedules (3) and (4) to contract costs for the English Language Proficiency Assessments and the High School Exit Examination, respectively. And, schedule (2), by its plain language, is earmarked for remaining costs of the discontinued STAR program. Therefore, even though provision 7 states that funds "provided to" LEAs in schedules (2), (3), (4), (5), (6), (7), and (8) shall first be used to offset mandate reimbursement, it appears that the majority of these funds are not meant to be provided to LEAs in the first instance and the only funds that are clearly and completely available for CAASPP are those in schedule (8). Of $126,850,000 appropriated for statewide testing, only the $23,482,000 is exclusively available for the state-mandated activities in CAASPP, based on the plain language of the schedules and provisions quoted above. Therefore, to the extent provision 7 requires funds to be first used to offset mandate-related costs, it only applies to funding actually "provided to" LEAs. Additionally, the only schedule clearly dedicated to LEA costs for CAASPP specifically and exclusively is schedule (8).

Additionally, the 2014-2015 Budget Act provides for $22.6 million in federal pass-through funding for statewide assessments, however, only schedule (5), $7.9 million, is earmarked for CAASPP. But not even that full amount is available for local assistance, because provision 1 of Line Item 6110-113-0890 states that "funds appropriated in Schedule (5) are provided for contract costs for the implementation of the statewide pupil assessment system…" Therefore, although provision 6 states that funds provided "from Schedules (2), (3), and (5) shall first be used to offset any state-mandated reimbursable costs…" it is not clear that any funds remain from schedule (5) after contract costs are paid.

Applying the same reasoning to the 2015-2016 Budget Act, only the $23,723,000 earmarked for "Assessment Apportionments" in schedule (7) is required to be applied to the state-mandated costs of CAASPP. Provision 7 states:

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[409] Exhibit X, Report and Recommendations for Full Implementation of Smarter Balanced Assessments, page 31.

[410] Exhibit X, July 2014 State Board of Education Hearing Item 5, page 1.

> *Funds provided to local educational agencies* from Schedules (2), (3), (4), and (7) shall first be used to offset any state-mandated reimbursable costs within the meaning of Section 17556 of the Government Code, that otherwise may be claimed through the state mandates reimbursement process for the California English Language Development Test, the California High School Exit Examination, and the statewide pupil assessment system established pursuant to Chapter 489 of the Statutes of 2013.[411]

However, schedules (2), (3), and (4), according to provisions 2-4, are provided for *contract costs* for the English Language Proficiency Assessments, the California High School Exit Examination, and the implementation of CAASPP and it is not clear that they have been or will be provided to LEAs at all.[412] Therefore, the language of provision 7 only clearly requires that all funds provided in schedule (7) first be used for the mandate. Funds from 2-4 can only be applied to the mandate to the extent that they are in fact "provided to" LEAs.

Nevertheless, the Commission finds, based on the evidence in the record, that the state and federal funds appropriated in the 2014-2015 and 2015-2016 Budget Acts are sufficient as a matter of law to cover the costs of the mandated activities, beginning July 1, 2014, and thus Government Code section 17556(e) applies.

The five named claimants for 14-TC-01 have estimated their costs for 2014-2015, totaling approximately $15 million, and estimated that statewide costs will reach $1 billion (or "at least $600 million," in 14-TC-04, which names only four of the five claimants named in 14-TC-01).[413] In support of their estimates, the claimants have submitted declarations from the superintendent of each respective school district and county office of education, which describe estimated costs for devices, bandwidth improvement, accessories, personnel, and "miscellaneous."[414] In support of the claimants' assertion that the funding is "woefully inadequate," claimants have provided declarations from the four named claimant districts in the 14-TC-04 claim, which purport to describe costs incurred in excess of the funding available, but are not broken out to each fiscal year independently, and fail to acknowledge the funding sources identified by Finance.[415] In addition, claimants argue that the $15 million alleged by the five named claimants "extrapolated out to all districts in the state greatly, exceed the $145 million identified as offsetting revenue [sic]."[416] And finally, claimants have provided survey results from 77 school districts and county offices of education, accompanied also by declarations, which allege estimated "Technology-Related SBAC Costs" for fiscal years 2013-2014 and 2014-2015.[417] Those reported costs are then averaged over the two fiscal years and divided by the district's or COE's

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[411] Statutes 2015, chapter 10, [emphasis added].

[412] Statutes 2015, chapter 10.

[413] Exhibit A, Amended Test Claim 14-TC-01, page 75; Exhibit C, Vallejo City Unified Request to Join Test Claim 14-TC-01, pages 5-6; Exhibit B, Test Claim 14-TC-04, page 39.

[414] Exhibit A, Amended Test Claim 14-TC-01, pages 77-178.

[415] Exhibit B, Test Claim 14-TC-04, pages 42-92.

[416] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[417] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 16-106.

2013-2014 enrollment, to arrive at an estimated cost per test taker.[418] Claimants thus estimate the average cost, based on these survey results, to be $183 per test taker, and estimate the state's contribution, based on $145 million appropriated, at closer to $44 per pupil statewide.[419]

Although the claimants clearly allege increased costs, they have not introduced sufficient evidence in the record that the funding appropriated in the 2014 Budget Act and specifically intended to fund the mandated costs (at least $23.5 million) is insufficient as a matter of law. In response to the draft proposed decision for 14-TC-01, the claimants protest that their "assertions of funding insufficiency are supported by uncontroverted evidence in the record, as the Department of Finance has not introduced any evidence to contradict them."[420] The claimants argue that "a 'substantial evidence' requirement is baseless as there is no such requirement at this stage in the process."[421] However, section 1183.2 of the Commission's regulations requires assertions of fact to be supported by documentary evidence.[422] And, pursuant to Government Code section 17559, the Commission's findings must be based on substantial evidence in the record.[423] The evidence described above is not sufficient to support the Commission's finding that the funds appropriated by the state and federal governments are insufficient as a matter of law.

As noted above, the claimants' initial estimates of costs are supported by declarations sworn under penalty of perjury, but none of the five named claimants acknowledges any state or federal funding that it received for fiscal year 2014-2015, or makes any attempt to show that the funding received does not satisfy the costs incurred.[424] Additionally, while the 77 surveyed districts and county offices of education have provided an estimate of their per-pupil costs based on enrollment, which the claimants employ to show that the per-pupil funding statewide is insufficient to cover estimated average per-pupil yearly costs, the five named claimants are not listed among the 77 entities surveyed.[425] And, despite the fact that the named claimants' declarations and other evidence fail to account for the funds appropriated or apportioned, and without any evidence of the named claimants' size and enrollment relative to other districts in the state, the claimants allege that the $15 million estimated can be "extrapolated out to all districts in the state greatly…"[426] There is no support for this reasoning.

In addition, the four named claimants in 14-TC-04 provided declarations which seek to support the costs alleged to acquire sufficient technology and other resources to implement the CAASPP, but the declarations describe only costs incurred for the 2013-2014 fiscal year, which is not in

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[418] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 11-14.

[419] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 14-15.

[420] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[421] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

[422] California Code of Regulations, title 2, section 1183.2.

[423] Government Code section 17559 (Stats. 1999, ch. 643).

[424] Exhibit A, Amended Test Claim 14-TC-01, pages 77-178.

[425] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, pages 11-14.

[426] Exhibit J, Claimants' Comments on Draft Proposed Decision on 14-TC-01, page 2.

issue here.[427] The Commission finds above that there were no additional revenues specifically intended to cover the costs of the mandate, within the meaning of Government Code section 17556(e), for fiscal year 2013-2014. Therefore, the analysis with respect to section 17556(e) is limited to the 2014-2015 and 2015-2016 fiscal years. Still more confusing, the declarations of the named claimants are accompanied by documentation including purchase orders or invoices for various computers and devices, but the dates of those documents span both fiscal years 2013-2014 and 2014-2015, and therefore the attached documents are in some cases inconsistent with the declarations.[428] This evidence therefore does not support the finding that the claimants seek.

Moreover, in addition to offering the named claimants' estimated costs as evidence to be extrapolated to the entire state, the claimants have also offered the extrapolation and averaging of survey results from 77 school districts and county offices of education, supported by declarations, which estimate each district's "Technology-Related SBAC Costs" for fiscal years 2013-2014 and 2014-2015 combined. As noted above, costs for fiscal year 2013-2014 are not in issue. Therefore, the claimants' estimate of costs incurred, offered as an average of two years, does not constitute sufficient evidence of costs incurred during 2014-2015, which is the only year in issue. For purposes of analyzing whether state funding is sufficient as a matter of law under Government Code section 17556(e), the Commission must know the costs alleged for fiscal year 2014-2015 alone, and not together with fiscal year 2013-2014, only the second half of which falls within the potential period of reimbursement. Furthermore, given that technology upgrades and acquisitions are, based on the evidence in the record and the test claim statutes themselves, expected to occur most heavily in the early years of implementation of the CAASPP, and that 90 percent of California students were able to participate in the Spring 2014 field test, an average of two years' costs is even less probative of the question whether funds provided are sufficient as a matter of law for fiscal year 2014-2015.

For the Commission to find increased costs mandated by the state in this case, claimants have to show that the costs incurred beginning July 1, 2014 to perform the new state-mandated activities exceed the funding provided by the state. The current estimation in the record of $183 per pupil is not sufficient, for the reasons outlined above. The claimants need only make this showing for *one of the named claimants* in order to support a finding of costs mandated by the state, but based on the evidence in the record they have failed to do so. Therefore, the Commission must find, as a matter of law, that the amount of funding currently appropriated is sufficient to preclude a finding of costs mandated by the state pursuant to Government Code section 17556(e), beginning July 1, 2014. If, in the future, the state fails to appropriate funds sufficient to cover the cost of activities, school districts can then file a request for a new test claim decision under 17570 based on a subsequent change in law in the budget act on the ground that they are, then, first incurring increased local costs.

Based on the foregoing, the Commission finds that there are no costs mandated by the state for the new mandated activities within the meaning of Government Code section 17556(e), beginning July 1, 2014.

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[427] Exhibit B, Test Claim 14-TC-04, pages 52-56; 66-69; 88-92.

[428] Compare Exhibit B, Test Claim 14-TC-04, page 52 with pages 102-106. Compare page 66 with pages 107-108; 162-169.

V. Conclusion

Based on the foregoing analysis, the Commission finds from January 1, 2014 to June 30, 2014, only, the following state-mandated activities are reimbursable:

- Beginning January 1, 2014, provide "a computing device, the use of an assessment technology platform, and the adaptive engine" to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements.[429]
- Beginning February 3, 2014, the LEA CAASPP coordinator shall be responsible for assessment technology, and shall ensure current and ongoing compliance with minimum technology specifications as identified by the CAASPP contractor(s) or consortium.[430]
- Beginning February 3, 2014, notify parents or guardians each year of their pupil's participation in the CAASPP assessment system, including notification that notwithstanding any other provision of law, a parent's or guardian's written request to excuse his or her child from any or all parts of the CAASPP assessments shall be granted.[431]
- Beginning February 3, 2014, score and transmit the CAASPP tests in accordance with manuals or other instructions provided by the contractor or CDE.[432]
- Beginning February 3, 2014, identify pupils unable to access the computer-based version of the CAASPP tests; and report to the CAASPP contractor the number of pupils unable to access the computer-based version of the test.[433]
- Beginning February 3, 2014, report to CDE if a pupil in grade 2 was administered a diagnostic assessment in language arts and mathematics that is aligned to the common core academic content standards pursuant to Education Code section 60644.[434]
- Beginning February 3, 2014, comply with any and all requests from CAASPP contractors, and abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are provided for training or provided for in the administration of a CAASPP test.[435]

Funding identified in the 2013-2014 Budget Act (Line Items 6110-113-0001 and 6110-113-0890) and the $1.25 billion appropriated for Common Core implementation by Statutes 2013,

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[429] Education Code section 60640 (Stats. 2013, ch. 489), interpreted in light of California Code of Regulations, title 5, sections 850, 853, 853.5, and 857 (Register 2014, Nos. 6, 30, 35).

[430] California Code of Regulations, title 5, section 857(d) (Register 2014, No. 6).

[431] California Code of Regulations, title 5, section 852 (Register 2014, No. 6).

[432] California Code of Regulations, title 5, section 853 (Register 2014, No. 6).

[433] California Code of Regulations, title 5, section 857(a) (Register 2014, No. 6).

[434] California Code of Regulations, title 5, section 861(b)(5) (Register 2014, No. 6).

[435] California Code of Regulations, title 5, section 864 (Register 2014, No. 6).

chapter 48 are potentially offsetting revenues that must be deducted from annual costs claimed to the extent a school district uses those funds for the mandated activities.

All other statutes, regulations, and claims for reimbursement are denied.

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

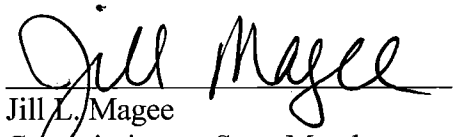
I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On November 13, 2015, I served the:

> **Draft Proposed Decision, Schedule for Comments, and Notice of Hearing**
> *California Assessment of Student Performance and Progress (CAASPP)*,
> 14-TC-01 and 14-TC-04
> Education Code Sections 60602 et al.
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, Vallejo City Unified School District, Claimants

by making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on November 13, 2015 at Sacramento, California.



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COMMISSION ON STATE MANDATES

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Last Updated: 10/29/15

Claim Number: 14-TC-01 and 14-TC-04

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

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Exhibit M

December 4, 2015

Heather Halsey
Executive Director
COMMISSION ON STATE MANDATES
980 9th Street, Suite 300
Sacramento, CA 95814

Re: Claimants' Rebuttal Comments on Draft Proposed Decision
California Assessment of Student Performance and Progress (CAASPP)
Test Claim 14-TC-01

Dear Ms. Halsey:

The following is provided in response to the Draft Proposed Decision ("DPD") dated November 13, 2015. As will be explained in further detail below, Claimants contend the following:

1. The DPD erroneously concluded that "the State has appropriated revenues sufficient to fund the cost of both mandated activities in the 2014-2015 Budget Act";

2. Claimants have met their burden in providing evidence that their CAASPP 2014-2015 mandated costs significantly exceeds CAASPP funding received from the State in 2014-15;

3. With the Claimants showing that the amount of funding currently appropriated is not sufficient, the Commission must find, as a matter of law, that there is a reimbursable mandate.

* * *

A. CAASPP is a State Mandate.

The Commission properly agreed with Claimants that "California was compliant with NCLB's requirement to administer assessments to determine students' levels of academic achievement under STAR, but the Legislature chose, without any change to NCLB, to adopt a new assessment (computerized CAASPP tests) regime that was much more expansive (and expensive)." (DPD, p. 15 [quoting Claimants' March 13, 2015 Comments].) When the State enacts legislation to comply with a federal mandate, the activities required by the legislation impose a state-mandated program if the manner of implementation of the federal program is left

to the true discretion of the state. (*Hayes v. Commission on State Mandates*, (1992) 11 Cal.App.4th 1564, 1593-1594.)

As a result, "[s]chool districts [and county offices of education] were not required under prior law to provide computers and adequate technology necessary to administer standardized assessments under the STAR program." (DPD, p. 70.) Thus, the DPD concluded that the test claim statutes and regulations did compel "an increase in service, and a new requirement, inherent in the administration of the new CAASPP tests via computer." (*Id.*, p., 69.)

Consequently, "The test claim statutes and regulations require that the new CAASPP assessments shall be administered on computers. Staff finds that school districts are mandated by the state to prepare for and administer the CAASPP via computers, including, as necessary, the purchase of hardware, software, or peripherals, and technology infrastructure improvements." (DPD, p. 6.) It is clear that school districts are required to implement the computer-based assessments broadly, and expediently. (DPD, p. 77.)

B. Claimants have met their burden in producing evidence that the mandate costs will significantly exceed $145 million identified as offsetting revenue.

The DPD erroneously concluded that "the State has appropriated revenues sufficient to fund the cost of both mandated activities in the 2014-2015 Budget Act and, thus, there are no costs mandated by the state beginning July 1, 2014." (DPD, p. 17.) The DPD similarly stated that, "[a]bsent substantial evidence in the record, the funding is sufficient as a matter of law to cover the costs of the mandated activities, is required to be applied to the activities, and bars a finding of costs mandated by the state." (*Id.*, p. 78.) The DPD also erred in asserting that Claimants "have made no effort to introduce evidence in the record that [$145 million] is insufficient as a matter of law" to cover the cost of the mandated activities. (*Id.,* p. 81.)

As stated in the Claimants' comment on July 20, 2015,[1] Claimants' assertions of funding insufficiency are supported by uncontroverted evidence in the record, as the Department of Finance has not introduced any evidence to contradict them. Additionally, the DPD's reference to a "substantial evidence" requirement is baseless as there is no such requirement at this stage in the process. Rather, the "substantial evidence" standard is applied in reconsideration proceedings to set aside a Commission decision, not in establishing costs for a mandate determination. (Gov. Code, § 17559, subd. (b).)

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[1] Claimants hereby incorporate their complete July 20, 2015 comment letter by reference.

Even if there was a substantial evidence requirement, this burden was met. The five Claimants alone alleged a total of more than $15 million in increased costs for 2014-2015. (DPD, p. 38.) This is significantly more per tested pupil than is provided by the state. The DPD also ignored results from the California Educational Technology Professionals Association ("CETPA") survey that found that the available funding was insufficient to meet the SBAC-related technology need for a significant number of school districts. The fact that state funding is woefully insufficient is also strongly supported by the comments from dozens of school districts and county offices of education, each of which attested to the need for more funding to administer CAASPP. This collection of evidence alone is sufficient to demonstrate the inadequate funding provided to cover the cost of the mandated activities.

To provide even more support for their claim, Claimants now submit additional declarations and documentation to support a finding "that the costs incurred beginning July 1, 2014 to administer the CAASPP test exceed the funding provided by the state." (DPD, p. 24.) Consequently, Government Code section 17556(e) is not applicable and the Commission must conclude that the revenues specifically intended to cover the costs of the mandate are insufficient.

C. Claimants' CAASPP 2014-2015 mandated costs significantly exceed any funding Claimants have or will receive from the State.

School districts and county offices of education receive CAASPP funding in the same way that they previously received STAR funding – through a reimbursement process that allocates a certain amount per administered test. Thus, it was not until 2014-15 that school districts and county offices of education received their (insufficient) reimbursement for their 2013-14 CAASPP costs. The same pattern will apply for the reimbursement for a school district's or county office of education's 2014-15 CAASP costs.

On January 14, 2015, the State Board of Education ("SBE") approved the reimbursement rates for 2014-15 administration of the various CAASPP tests. (See attached.) The reimbursement rate for the computer-adaptive Smarter Balanced summative assessment was $3.00 per pupil, which is "the same apportionment rate[] as approved by the SBE for the 2013–14 CAASPP test administration."[2]

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[2] See also http://www.cde.ca.gov/ta/tg/ca/caaspp15apprtltr.asp.

Claimants' Rebuttal Comments on Draft Proposed Decision
California Assessment of Student Performance and Progress (CAASPP)
Test Claim 14-TC-01

In 2014-15, Claimants administered the computer-adaptive Smarter Balanced summative assessments to the following estimated number of students:[3]

- Porterville USD: 6,398
- Plumas USD: 904
- Plumas COE: 27
- Santa Ana USD: 27,526
- Vallejo City USD: 7,138

At a reimbursement rate of $3 per assessment, the expected funding that each Claimant can reasonably expect to receive is significantly less than their 2014-15 expenditures for the mandate state activities which primarily result from the new requirement to administer the computer-adaptive Smarter Balanced summative assessment.

For instance, Plumas Unified School District's ("Plumas USD") CAASPP 2014-2015 costs were in the amount of $854,731.00. Plumas USD used Common Core Implementation Block Grant funding to cover $388,461.00 and Title I funds to cover $64,128.64 of the expenditures. The funding source for the balance of the expenditures ($402,141.36) was unrestricted general funds. Plumas CAASPP 2014-2015 costs paid with unrestricted general funds included electronic devices in the amount of $73,433.49; Bandwidth improvements for $30,471.00; Personnel costs for $141,032.00; and Training for $157,500.00. (See attached purchase orders)

As a reimbursement rate of $3.00 per student, Plumas USD can expect a payment of approximately $2,712.00 in reimbursement funds; these funds will be disbursed to Plumas USD in 2015-16. This is woefully inadequate. (Plumas USD also received $4,044.76 in total funding CAASPP funding in 2014-15 for its 2013-14 CAASPP costs. This too is woefully inadequate.) Estimated future costs are $2,533,000.00. This is consistent with the LEA CAASPP coordinators reporting a need for increased bandwidth, and more devices for testing. (Exhibit X, Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments, page 18; DPD, p. 45.)

Similarly, Plumas County Office of Education ("Plumas COE") CAASPP 2014-2015 costs were $105,373.00. This included costs for electronic devices of $2,556.00 (see attached

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[3] See http://caaspp.cde.ca.gov/sb2015/Search. These estimates come from the greater number of ELA or Mathematics Smarter Balanced summative assessments that were administered.

purchase orders), personnel costs of $100,717.00, and training costs of $2,100.00. County used unrestricted general funds to pay for all $105,373.00 expenditures. Estimated future costs are $450,000.00.

As a reimbursement rate of $3.00 per student, Plumas COE can expect a payment of approximately $81.00 in reimbursement funds; these funds will be disbursed to Plumas COE in 2015-16. This is woefully inadequate. (Plumas COE also received $79.22 in total funding CAASPP funding in 2014-15 for its 2013-14 CAASPP costs. This too is woefully inadequate.) This is consistent with the LEA CAASPP coordinators reporting a need for increased bandwidth, and more devices for testing.

Porterville Unified School District's ("Porterville USD") CAASPP 2014-2015 costs were in the amount of $3,458,349.64. Porterville USD used Common Core Implementation Block Grant funding in the amount of $1,418,968.88, Title I funds of $808,947.20 and $1,455,801.39 unrestricted general funds for the CAASPP 2014-2015 expenditures.

Porterville USD can expect a reimbursement rate payment of approximately $26,000.00 in reimbursement funds; these funds will be disbursed to Porterville USD in 2015-16. This is woefully inadequate. (Porterville USD also received $26,377.66 in total CAASPP funding in 2014-15 for its 2013-14 CAASPP costs. This too is woefully inadequate.) This is consistent with the LEA CAASPP coordinators reporting a need for increased bandwidth, and more devices for testing.

Santa Ana Unified School District's ("Santa Ana USD") CAASPP 2014-2015 costs were in the amount of $7,479,203.23 Santa Ana USD used Common Core Implementation Block Grant funding in the amount of $6,735,240.08 and $743,963.15 unrestricted general funds for the CAASPP 2014-2015 expenditures. Santa Ana paid CAASPP 2014-2015 costs with unrestricted general funds including Personnel costs for $605,710.40 and Training for $64,329.75.

Santa Ana USD can expect a reimbursement rate payment of approximately $73,000.00 in reimbursement funds; these funds will be disbursed to Santa Ana USD in 2015-16. (Santa Ana USD also received $73,923.00 in total CAASPP funding in 2014-15 for its 2013-14 CAASPP costs. This too is woefully inadequate.)

The only clear evidence of the reimbursement amount for Claimants' 2014-15 *state mandated* CAASPP costs is the $3.00 per student rate approved by the SBE in January 2015. With an estimated 3.2 million test takers in 2014-15, the SBE estimated a total cost in 2014-15 of approximately $9.6 million. Indeed, as noted in the DPD, the 2014-15 and 2015-16 Budget Acts

appear to allocate substantially less than $145 million in each year for CAASPP costs. (See, e.g., DPD, pp. 99-103 ["the language of provision 7 only clearly requires that all funds provided in schedule (7) first be used for the mandate. Funds from 2-4 can only be applied to the mandate to the extent that they are in fact 'provided to' LEAs"].) However, even if *all* $145 million was allocated to cover the 2014-15 state mandated CAASPP costs, this would only raise the per student reimbursement rate to $45.32 (after rounding up).[4] Even at this reimbursement rate for 2014-15, Plumas USD would still only receive approximately $40,969.28, Plumas COE would still only receive approximately $1,223.64, Porterville USD would still only receive approximately $289,957.36, and Santa Ana USD would still only receive approximately $1,247,478.32. These reimbursement amounts still are insufficient to cover the Claimants' 2014-15 state mandate CAASPP costs.

In sum, because the funding that the State has allocated to cover the cost of the CAASPP 2014-2015 mandated costs is woefully inadequate, Claimants have been forced to use General Funds to fully comply with the mandated activities such as those under Education Code section 60640, as amended by Statutes 2013, chapter 489, and the regulations to provide "a computing device, the use of an assessment technology platform, and the adaptive engine" to administer the CAASPP assessments to all pupils via computer, which includes the acquisition of and ongoing compliance with minimum technology requirements. And while Claimants do not agree that Common Core Implementation Block Grant funding is a required offset, it is nonetheless apparent from the Claimants' declarations and documentation that the Common Core Implementation Block Grant funding fails to sufficiently bridge the gap of revenue required to meet the expenditures.

The 2014-15 estimates are now coupled the Claimants' actual costs for the same period. Even if a substantial evidence threshold is applicable, Claimants' have satisfied their burden. The declarations and detailed documentation supporting Claimants' costs incurred beginning July 1, 2014, to administer the CAASPP test far exceed the funding provided.

Finally, ongoing costs are expected to be significantly similar. Devices, software, and bandwidth need to be regularly upgraded, which then necessitate additional training. Indeed, as the DPD itself notes, "'Mac OS 10.5' and 'Windows Vista' are two common operating systems that SBAC expects to cease supporting after the 2016-2017 school year, and newer operating system software will be required at that time. Thus, not only do section 857 and Education Code

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[4] $145 million spread out over an estimated 3.2 million students taking the Smarter Balance summative assessment is approximately $45.32 per student.

section 60640, require replacing or upgrading testing devices and hardware, but a certain degree of obsolescence for various software, including the underlying operating systems, is also planned." (DPD, p. 75.)

Conclusion

Claimants have submitted 2014-2015 CAASPP costs along with their estimated CAASPP funding for the same fiscal year, exhibiting the woefully inadequate state funding. Claimants' declarations, sworn under penalty of perjury, acknowledge the amount of funding that they received are likely to receive for fiscal year 2014-2015 to cover the cost of the state mandate and show that the funding will not satisfy the costs incurred. This array of evidence is sufficient to demonstrate the inadequate funding provided to cover the cost of the mandated activities.

The Commission must, as a matter of law, determine that there is a reimbursable mandate. Any other ruling would be contrary to the reliable evidence that has been submitted by the Claimants.

CERTIFICATION

I declare by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge, or information and belief.

Arthur M. Palkowitz
Attorney for Claimants

ITEM #14

CALIFORNIA STATE BOARD OF EDUCATION

JANUARY 2015 AGENDA

SUBJECT	
California Assessment of Student Performance and Progress: Approval of 2015 Local Educational Agency Apportionment Amounts.	☒ Action ☒ Information ☐ Public Hearing

SUMMARY OF THE ISSUE(S)

California *Education Code* (*EC*) Section 60640(l)(1) specifies that the State Superintendent of Public Instruction shall apportion funds to local educational agencies (LEAs) to enable LEAs to administer the tests within the California Assessment of Student Performance and Progress (CAASPP) System. *EC* Section 60640(l)(B)(2) states that the State Board of Education (SBE) shall annually establish the amount of funding to be apportioned to LEAs for each CAASPP test and that the SBE take into account changes to LEA test administration activities, including, but not limited to, the number, type of tests administered, and changes in computerized test registration and administration procedures when establishing the amount of funding to be apportioned.

EC Section 60644 specifies that the savings realized from the elimination of the grade two standards-based achievement test shall be used by LEAs to administer, at the option and cost of the LEA, a grade two diagnostic assessment identified by the California Department of Education (CDE) as meeting the requirements of *EC* Section 60644. State CAASPP regulations authorize the CDE to provide this funding to LEAs through the annual apportionment process used for CAASPP apportionments.

RECOMMENDATION

The CDE recommends that the SBE approve the following LEA apportionment amounts for tests administered as part of the CAASPP System during the 2014–15 school year:

- $3.00 per student administered any portion of the Smarter Balanced computer-based summative assessment
- $2.52 per student for the completion of demographic information and administration of any portion of the California Standards Test (CSTs) or California Modified Assessment (CMA) in science

- $5.00 per student for the completion of any portion of the new computer-based alternate assessment field test
- $5.00 per student for the completion of demographic information and administration of any portion of the California Alternate Performance Assessment (CAPA) in science
- $0.38 for the completion of demographic information for each student not tested with any portion of the required CAASPP assessments
- $2.52 per eligible English learner student administered, at the option of the LEA, the Standards-based Tests in Spanish (STS) for reading/language arts

The CDE recommends the SBE approve a $2.52 per student LEA apportionment reimbursement amount for CDE-certified grade two diagnostic tests administered during the 2014–15 school year at the option and cost of the LEA per *EC* Section 60644.

BRIEF HISTORY OF KEY ISSUES

The recommended apportionment rates for the Smarter Balanced, CSTs, CMA, CAPA, and STS are the same apportionment rates as approved by the SBE for the 2013–14 CAASPP test administration. The recommended apportionment rate for the new alternate assessment that replaces the CAPA for English-language arts (ELA) and mathematics assessment is based on the same apportionment rate approved by the SBE for the CAPA in 2013–14.

The $1.2 million in savings realized from the elimination of grade two standards-based achievement tests equally distributed for the approximate 475,000 students enrolled in grade two annually statewide equals approximately $2.52 per pupil. *California Code of Regulations*, Title 5 (5 *CCR*), Division 1, Chapter 2, Subchapter 3.75, Section 861 stipulates that LEAs are to report to the CDE the number of pupils in grade two who were administered a diagnostic assessment identified by the CDE pursuant to *EC* section 60644. Per 5 *CCR* Section 862, LEAs will be able to provide this information to the CDE when returning and certifying the 2014–15 CAASPP apportionment information report. The CDE will provide specific instructions to LEAs in the fall of 2015. The amount an LEA will be reimbursed for administering specified grade two diagnostic assessments will be added to the amount an LEA is to receive for CAASPP assessments administered and the total amount will be paid to the LEA in a single payment.

For the 2014–15 school year, the CAASPP system is comprised of the following assessments that include authorized apportionment funding per state law:

- Smarter Balanced computer-based summative assessment for ELA and mathematics in grades three through eight, inclusive, and grade eleven.
- New computer-based alternate assessment for ELA and mathematics in grades three through eight, inclusive, and grade eleven
- Paper-pencil grade-level science CST, CMA, and CAPA assessments in grades five, eight, and ten
- Optional for LEAs, administer the paper-pencil STS for reading/language arts to Spanish-speaking English learner students in grades two through eleven

State law does not authorize LEA apportionments for the optional Smarter Balanced interim assessments or formative (Digital Library) tools that are provided as a part of the CAASPP System. Furthermore, LEAs are not authorized to receive apportionments for the optional legacy Standardized Testing and Reporting (STAR) Program assessments not included in the CAASPP System. In addition, because the Early Assessment Program (EAP) will utilize the Smarter Balanced summative assessment results beginning in 2014–15, a separate apportionment for the EAP will no longer be provided.

Apportionments are provided at a per pupil rate for each CAASPP test, not for each individual subject tested. For example, if a pupil in grade five takes any portion of the Smarter Balanced computer-based summative assessment in addition to the CST for science, the LEA will receive only $3.00 for that pupil, not an additional $2.52 for the CST. However, if that same pupil is an eligible Spanish-speaking English learner, and the LEA chooses to administer the STS as a second test, the LEA will receive an additional $2.52 for that pupil.

The assessment apportionment funds are unrestricted funds to reimburse LEAs for the following costs:

1. All staffing costs, including the district coordinator and the test site coordinators, staff training, and other staff expenses related to testing
2. All expenses incurred at the school district-level and test site-level related to testing
3. All transportation costs for delivering and retrieving tests and test materials within the school district
4. All costs associated with the collection and submission of student demographic information intended to provide the complete and accurate data required for subgroup reporting per state regulations

SUMMARY OF PREVIOUS STATE BOARD OF EDUCATION DISCUSSION AND ACTION

In January 2014, the SBE approved LEA apportionment rates for the 2013–14 CAASPP test administration.

FISCAL ANALYSIS (AS APPROPRIATE)

The CDE has provided the Department of Finance estimated costs for statewide assessment apportionments to be administered in 2014–15, including approximately $12 million for the CAASPP System, for development of a proposed 2015–16 budget appropriation. Assessment apportionments are not distributed until the following fiscal year when all testing for the previous year has been completed (i.e., LEAs will be reimbursed in 2015–16 for testing that occurs in 2014–15).

In 2014, approximately $12.4 million was appropriated in the 2014 Budget Act for the 2013-14 CAASPP apportionments. The projected apportionment costs for 2014–15 are based on the estimates in the following table:

Estimated Apportionment Costs for 2014–15 CAASPP Testing

Assessment	Grades	Per Pupil Rate	Estimated Student Population	Estimated Apportionment for 2014–15 Testing
Smarter Balanced summative	3–8 and 11	$3.00	3,200,000	$9,600,000
CSTs or CMA in science[1]	5, 8 and10[1]	$2.52	445,000	$1,121,400
New alternate assessment	3–8 and 11	$5.00	39,000	$195,000
CAPA in science	5, 8 and 10	$5.00	15,000	$75,000
STS	2–11	$2.52	40,000	$100,800
EC 60644 Grade 2 Diagnostic	2	$2.52	475,000	$1,197,000
			Total:	**$12,289,200**

[1]The apportionment estimates for CSTs or CMA in science are based on the number of students tested annually in grade ten only. LEAs would receive an apportionment for students in grades five and eight tested with the Smarter Balanced Field Test.

ATTACHMENT(S)

None.

SECTION NUMBER: 6
Heading: DECLARATION

I, Micheline Miglis, former Superintendent of the Plumas Unified School District, ("District") declare as follows:

1. I was employed with the District and I have personal knowledge of the costs incurred by the District for the CAASPP program in fiscal year 2014-2015. The information contained in my declaration is from reviewing District business records and my personal knowledge pertaining to the CAASPP program.

2. District's CAASPP 2014-2015 costs were in the amount of $854,731.00.

3. The District used Common Core State Standards (CCSS)Funding to pay for $388, 461.00 costs and Title I funds to pay for $64,128.64 of the expenditures. The funding source for the balance of the expenditures ($402,141.36) was unrestricted general funds.

4. District's CAASPP 2014-2015 costs paid with unrestricted general funds included electronic devices in the amount of $73,433.49; Bandwidth improvements for $30,471.00; Personnel costs for $141,032.00; and Training for $157,500.00.

5. The District received CAASPP funding for 2014-2015 in the amount of $4,044.76. This amount was based on the District's test takers in Spring 2014. In Spring 2015 the District had 904 students that took at least on CAASPP test. Based upon CDE's February 2015 letter indicating that the 2014-15 reimbursement rates will be similar to the 2013-14 reimbursements, the District estimates that it will receive a similar reimbursement amount for its 2014-15 CAASPP administration as it did for its 2013-14 CAASPP administration. This amount is substantially less than the District's costs for the CAASPP administration.

6. Attached to my declaration are samples of the purchase orders for CAASPP 2014-15 expenditures that were paid for with unrestricted general funds totaling $132,590.00. There is a wide range of costs and the supporting documents are voluminous. (The tech department orders for Plumas USD and Plumas COE with the Business Office servicing both agencies.)

7. Due to insufficient funding the District was unable to fully implement electronic devices, cabling, switches, and wireless units and provide professional development, all attributable to the CAASPP testing. Estimated future costs are $2,533,000.00.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: December 4, 2015

MICHELINE MIGLIS
SUPERINTENDENT
PLUMAS UNIFIED SCHOOL DISTRICT

14/15 PUSD

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P.O. Number	Terms	Rep	Shipped Via
PO# DPO15-01506	Net 30	SD	UPS

Quantity	Description	Price Each	Amount
25	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, AC Wireless, Windows 7 Professional, NEW Battery, 3-Year Warranty	399.00	9,975.00
		Subtotal	$9,975.00
		Sales Tax (0.0%)	$0.00
		Total	$9,975.00

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P.O. Number	Terms	Rep	Shipped Via
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Quantity	Description	Price Each	Amount
19	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, Camera, AC Wireless, Windows 7 Professional, NEW Battery, 3-Year Warranty	399.00	7,581.00
1	Lock 'n' Charge Carrier 30 Cart	1,668.00	1,668.00
1	Lock 'n' Charge Wire Rack 15 Slots (Pair)	75.00	75.00
		Subtotal	$9,324.00
		Sales Tax (0.0%)	$0.00
		Total	$9,324.00

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DPO15-01440	Net 30	SD	Best Way

Quantity	Description	Price Each	Amount
40	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, Camera, AC Wireless, Windows 7 Professional, NEW Battery, 3-Year Warranty	399.00	15,960.00
2	Lock 'n' Charge Carrier 30 Cart	1,699.00	3,398.00
2	Lock 'n' Charge Wire Rack 13 Slots (Pair)	75.00	150.00
		Subtotal	$19,508.00
		Sales Tax (0.0%)	$0.00
		Total	$19,508.00

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P.O. Number	Terms	Rep	Shipped Via
DPO15-01392	Net 30	SD	Best Way

Quantity	Description	Price Each	Amount
30	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, Camera, AC Wireless, Windows 7 Professional, NEW Battery - Three Year Warranty	399.00	11,970.00
1	Lock 'n' Charge Carrier 30 Cart	1,699.00	1,699.00
1	Lock 'n' Charge Wire Rack 15 Slots (Pair)	75.00	75.00
		Subtotal	$13,744.00
		Sales Tax (0.0%)	$0.00
		Total	$13,744.00

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P.O. Number	Terms	Rep	Shipped Via
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Quantity	Description	Price Each	Amount
30	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, AC Wireless, Windows 7 Professional, NEW Battery, 3-Year Warranty	399.00	11,970.00
1	Lock 'n' Charge Carrier 30 Cart	1,699.00	1,699.00
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4/9/2015	115062

Bill To	Ship To
Plumas County Office of Education Business Department 1446 East Main Street Quincy, CA 95971	Plumas County Office of Education Tech c/o Warehouse 113 North Mill Creek Road PO# DPO15-01392 Quincy, CA 95971

P.O. Number	Terms	Rep	Shipped Via
DPO15-01392	Net 30	SD	Best Way

Quantity	Description	Price Each	Amount
30	Dell Latitude 3340 Core i3 Processor, 4GB RAM, 500GB HDD, 13.3" Display, Camera, AC Wireless, Windows 7 Professional, NEW Battery - Three Year Warranty	399.00	11,970.00
1	Lock 'n' Charge Carrier 30 Cart	1,699.00	1,699.00
1	Lock 'n' Charge Wire Rack 15 Slots (Pair)	75.00	75.00
		Subtotal	$13,744.00
		Sales Tax (0.0%)	$0.00
		Total	$13,744.00

RECEIVED
15 APR 13 AM 12:01
ACCT PAY/PURCH
PUSD/PCOE

Note: A finance charge of 1.5% per month will be added to past due accounts. This is an annual percentage of 18%. Accounts are subject to credit hold when past due.

DIRECT ALL INQUIRIES TO:
FireFly Computers
866.950.8868
email: orders@fireflycomputers.com

MAKE CHECKS PAYABLE TO:
FireFly Computers
4463 White Bear Parkway, Suite 102
Saint Paul, MN 55110

THANK YOU FOR YOUR BUSINESS!

SECTION NUMBER: 6
Heading: DECLARATION

I, Micheline Miglis, former Superintendent of the Plumas County Office of Education, ("County") declare as follows:

1. I was employed with the County and I have personal knowledge of the costs incurred by the County for the CAASPP program in fiscal year 2014-2015. The information contained in my declaration is from reviewing County business records and my personal knowledge pertaining to the CAASPP program.

2. County CAASPP 2014-2015 costs were $105,373.00; that included costs for electronic devices of $2,556.00; Personnel costs of $100,717.00; and Training costs of $2100.00.

3. The County used unrestricted general funds to pay for the $105,373.00 expenditures.

4. The County received CAASPP funding for 2014-2015 in the amount of $79.22. This amount was based on the District's test takers in Spring 2014. In Spring 2015 the District had 29 students that took at least on CAASPP test. Based upon CDE's February 2015 letter indicating that the 2014-15 reimbursement rates will be similar to the 2013-14 reimbursements, the County estimates that it will receive a similar reimbursement amount for its 2014-15 CAASPP administration as it did for its 2013-14 CAASPP administration. This amount is substantially less than the County's costs for the CAASPP administration.

5. Attached to my declaration are purchase orders of CAASPP electronic devices expenditures that were paid by unrestricted general funds totaling $2,556.47.

6. Due to insufficient funding the County was unable to implement the necessary electronic devices, bandwidth improvements, infrastructure upgrades, data lines, access points and professional development, all attributable to the CAASPP testing. Estimated future costs are $450,000.00.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: December 4, 2015

MICHELINE MIGLIS
SUPERINTENDENT
PLUMAS COUNTY OFFICE OF EDUCATION

14/15 PCOE

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
1	21534	4333095452

Invoice Date	Amount Due
03/30/15	464.13

0006853 01 MB 0.432 **AUTO T7 1 8048 95971-940246 C01-P06859-I ED01

SOLD TO
PLUMAS UNIFIED SCHOOLS
PLUMAS COUNTY OFFICE OF EDU
1446 E MAIN ST
QUINCY CA 95971-9402

SHIP TO
PLUMAS UNIFIED SCHOOLS
TECH C/O WAREHOUSE
113 N Mill Creek Rd
QUINCY CA 95971-9678
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
21534	CP015-00259	2561029022	4333095452	03/30/15	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		REGISTER YOUR APPLE ID TO YOUR AGENCY'S ACCOUNT AT MYACCESS.APPLE.COM				
		AFTER REGISTRATION, PLACE YOUR ORDERS THROUGH ECOMMERCE.APPLE.COM				
		ALL RETURNS MUST BE REQUESTED ONLINE AT ECOMMERCE.APPLE.COM				
		VERIFY RECEIPT OF ALL DELIVERIES BEFORE SIGNING POD.				
		ALL APPLE SOFTWARE IS EMAILED. YOU MUST BE ABLE TO RECEIVE FROM:				
		DONOTREPLY@APPLE.COM AND DO_NOT_REPLY@APPLE.COM				
001	MD785LL/B	IPAD AIR WI-FI 16GB SPACE GRA	1	1	379.00	379.00
		SerialNo.: (DMQPCWYPFK10)				
		Recycle Fees		1	3.00	3.00
002	HFBY2ZM/B	STM DUX CASE IPAD AIR - BLACK	1	1	49.95	49.95
		Web Order Number: 2202186597				

15 APR -8 AM 12:01

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	03/26/15	03/30/15	ONTRAC	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Subtotal	431.95
Tax	32.18
Shipping Charges	
TOTAL	USD 464.13

Apple Inc.

0006853-0008773-0000001-0000002

DPD25

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
1	21534	4337392050

Invoice Date	Amount Due
05/07/15	551.36

0003485 01 MB 0.432 **AUTO T0 0 8064 95971-940246 C01-P0348B-I ED01

SOLD TO
PLUMAS UNIFIED SCHOOLS
PLUMAS COUNTY OFFICE OF EDU
1446 E MAIN ST
QUINCY CA 95971-9402

SHIP TO
PLUMAS UNIFIED SCHOOLS
TECH C/O WAREHOUSE
113 N MILL CREEK RD
QUINCY CA 95971-9678
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
21534	CP015-00318	2569882021	4337392050	05/07/15	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		REGISTER YOUR APPLE ID TO YOUR AGENCY'S ACCOUNT AT MYACCESS.APPLE.COM				
		AFTER REGISTRATION, PLACE YOUR ORDERS THROUGH ECOMMERCE.APPLE.COM				
		ALL RETURNS MUST BE REQUESTED ONLINE AT ECOMMERCE.APPLE.COM				
		VERIFY RECEIPT OF ALL DELIVERIES BEFORE SIGNING POD.				
		ALL APPLE SOFTWARE IS EMAILED. YOU MUST BE ABLE TO RECEIVE FROM:				
		DONOTREPLY@APPLE.COM AND DO_NOT_REPLY@APPLE.COM				
001	MD785LL/B	IPAD AIR WI-FI 16GB SPACE GRA	1	1	379.00	379.00
		SerialNo.: (DMPPCNTDFK10)				
		Recycle Fees		1	3.00	3.00
002	S5193LL/A	3-YR APPLECARE+ FOR IPAD - ED	1	1	99.00	99.00
003	MGTM2ZM/A	IPAD AIR SMART COVER BLACK-ZM	1	1	39.00	39.00
		Web Order Number: 2201902672				

15 MAY 12 AM 12:

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KD	05/07/15	05/07/15	FED EX GRO	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Subtotal	520.00
Tax	31.36
Shipping Charges	
TOTAL	USD 551.36

0003485-0005903-0000001-0000002

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
08/20/14	NW52616	Net 30 Days	09/19/14
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
08/20/14	FEDEX Ground	CPO15-00064	0683657

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2653873	HP LJ PRO 400 CLJ M451DN TAA Manufacturer Part Number: CE957A#201 Serial No: JPBDQ13562	1	1	0	296.00	296.00
3055335	HP CLJ 300/M475 3PK Manufacturer Part Number: CF370AM	1	1	0	314.27	314.27
2601439	HP CE410X GENUINE 305X 4K BLK TONER Manufacturer Part Number: CE410X	1	1	0	91.24	91.24

14 AUG 26 AM 12:01

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
CHARLEEN CHU 312-705-9033 charchu@cdwg.com	PLUMAS UNIFIED SCHOOL DISTRICT WARE CPO15-00064 113 NORTH MILL CREEK RD. QUINCY CA 95971	SUBTOTAL	$701.51
		SHIPPING	$0.00
SALES ORDER NUMBER		SALES TAX	$52.61
FMWR472		**AMOUNT DUE**	**$754.12**

CDWG

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

003:0003

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
08/22/14	NX31826	Net 30 Days	09/21/14

ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER	CUSTOMER NUMBER
08/20/14	FEDEX Ground	CPO15-00064	0683657

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2954454	3Y PRINTERSCANAIO RPL PLAN(200-349) Manufacturer Part Number: 200968 Electronic distribution - NO MEDIA Serial No: JPBDQ13562	1	1	0	36.16	36.16

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Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
CHARLEEN CHU 312-705-9033 charchu@cdwg.com	PLUMAS UNIFIED SCHOOL DISTRICT WARE CPO15-00064 113 NORTH MILL CREEK RD. QUINCY CA 95971	SUBTOTAL	$36.16
		SHIPPING	$0.00
SALES ORDER NUMBER		SALES TAX	$0.00
FMWR472		AMOUNT DUE	$36.16

CDW·G

0002:0003

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
01/06/15	RR26940	Net 30 Days	02/05/15

ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER	CUSTOMER NUMBER
12/30/14	FEDEX Ground	CP015-00178	0683657

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1988751	TOSHIBA PRIMARY LI-ION BATT 6-CELL Manufacturer Part Number: PA3788U-1BRS	1	1	0	125.78	125.78

RECEIVED
ACCTNAY/PURCH
TUSD/PCOE
15 JAN 14 AM _:_)

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CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
CHARLEEN CHU 312-705-9033 charchu@cdwg.com	PLUMAS UNIFIED SCHOOL DISTRICT WARE CP015-00178 113 NORTH MILL CREEK RD. QUINCY CA 95971	SUBTOTAL	$125.78
		SHIPPING	$0.00
SALES ORDER NUMBER		SALES TAX	$9.43
FVCJ526		AMOUNT DUE	$135.21

CDW·G

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

0003:0004

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
04/23/15	VB01067	Net 30 Days	05/23/15
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
04/23/15	FEDEX Ground	CPO15-00300	0683657

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1527264	SMK-LINK PRESENTER REMOTE W/LASER Manufacturer Part Number: VP4550	17	17	0	30.95	526.15

15 APR 27 AM 12:01

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CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
CHARLEEN CHU 312-705-9033 charchu@cdwg.com	PLUMAS UNIFIED SCHOOL DISTRICT WARE CPO15-00300 113 NORTH MILL CREEK RD. QUINCY CA 95971	SUBTOTAL	$526.15
		SHIPPING	$0.00
SALES ORDER NUMBER		SALES TAX	$39.46
GCVV940		**AMOUNT DUE**	$565.61

CDW·G

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

0003:0004

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
09/26/14	PR72502	Net 30 Days	10/26/14

ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER	CUSTOMER NUMBER
09/26/14	FEDEX Ground	CPO15-00108	0683657

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
744081	KEN HI-FI HEADPHONES Manufacturer Part Number: K33137	4	4	0	11.60	46.40

14 SEP 12:01

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:		
CHARLEEN CHU 312-705-9033 charchu@cdwg.com	PLUMAS UNIFIED SCHOOL DISTRICT WARE CPO15-00108 113 NORTH MILL CREEK RD. QUINCY CA 95971	SUBTOTAL	$46.40
		SHIPPING	$0.00
SALES ORDER NUMBER		SALES TAX	$3.48
FPTG077		AMOUNT DUE	$49.88

CDWG

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

001:0002

SECTION NUMBER: 6
Heading: DECLARATION

I, Nate Nelson, Assistant Superintendent of Human Resources, for the Porterville Unified School District, ("District") declare as follows:

A. I am currently employed with the District and I have personal knowledge of the costs incurred by the District for the CAASPP program in fiscal year 2014-2015. The information contained in my declaration is from reviewing District business records and my personal knowledge pertaining to the CAASPP program.

1. I was employed with the District and I have personal knowledge of the costs incurred by the District for the CAASPP program in fiscal year 2014-2015. The information contained in my declaration is from reviewing District business records and my personal knowledge pertaining to the CAASPP program.

2. Total CAASPP 2014-2015 costs were in the amount of $3,458,349.64

3. The District used Common Core Funding in the amount of $1,418,968.88, Title I in the amount of $ 808,947.20 and $1,455,801.39 unrestricted general funds to pay for 2014-15 CAASSP expenditures.

4. The District received CAASPP funding for 2014-2015 in the amount of $26,337.66. This amount was based on the District's test takers in Spring 2014. In Spring 2015 the District had 6,398 students that took at least on CAASPP test. Based upon CDE's February 2015 letter indicating that the 2014-15 reimbursement rates will be similar to the 2013-14 reimbursements, the District estimates that it will receive a similar reimbursement amount for its 2014-15 CAASPP administration as it did for its 2013-14 CAASPP administration. This amount is substantially less than the District's costs for the CAASPP administration.

5. Attached to my declaration are sample purchase orders for 2014-15 CAASPP expenditures. The supporting documents for the costs are voluminous.

6. Due to insufficient funding the District was unable to implement electronic devices, cabling, switches, wireless units and professional development, all attributable to the CAASPP testing. Estimated future costs are $1,700,000.00

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: December 4, 2015

Nate Nelson
Assist. Superintendent of Human Resource
Porterville Unified School District

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503099
02/06/2015
Requested By: kcovian

Vendor: 1-019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 153317

Qty	Unit	Description	Unit Price	Total Cost	T
40.00	Units	Chromebook 11	$333.37	$13,334.80	Y
40.00	Units	Google Chrome OS Management Console License, Education	$28.72	$1,148.80	Y

AccountNo	Amount
010-30100-0-11100-10000-43000-307-0000-3420	$15,714.71

Sub Total:	$14,483.60
Total Discount:	$0.00
Tax:	$1,231.11
Freight:	$0.00
Total:	~~$15,714.71~~

$15,294.11 KW

Approved By: _____

ORDERED ONLINE KW
BY: Kristy Valley
DATE: 2/20/15

Page 1 of 1

PO No: 1503099

1/16/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSku

Page 1 of 3

1/16/2015 1:48:07 PM
eQuote Details

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503388
03/03/2015
Requested By: kcovian

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 154024

Qty	Unit	Description	Unit Price	Total Cost	T
7.00	Units	B2360dn Printer	$349.00	$2,443.00	Y
0.00	Units	Supplemental materials for supplemental instruction	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-43000-307-0000-3420	$1,855.46

Sub Total:	$2,443.00
Total Discount:	$732.90
Tax:	$145.36
Freight:	$0.00
Total:	**$1,855.46**

Approved By:

Kristy Valley
3/10/15

Page 1 of 1

PO No: 1503388

Page 1 of 2

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503462
03/09/2015
Requested By: kcovian

Vendor: 0209631
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue
Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 154020

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Gefen 8x8 Crosspoint Matrix (see attached)	$2,131.37	$2,131.37	Y
0.00	Units	Supplemental equipment for student presentations	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-43000-307-0000-3420	$2,312.54

Sub Total:	$2,131.37
Total Discount:	$0.00
Tax:	$181.17
Freight:	$0.00
Total:	**$2,312.54**

KW

Approved By:

ORDERED ONLINE
BY: Kristy Walley
3/18/15

Page 1 of 1

PO No: 1503462

2/3/2015 Porterville Unified School District Mail - Kristy Walley Sent You this CDW-G Quote for Review
Page 1 of 2

PUSD

Tarrats, Josh <jtarrats@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503463
03/09/2015
Requested By: pjorgensen

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: ROCHE-P.JORGENSEN
Confirmation:

Req No: 154086

Qty	Unit	Description	Unit Price	Total Cost	T
172.00	Units	iPad Air Cases	$70.60	$12,143.20	N

AccountNo	Amount
010-07200-0-11100-10000-43000-111-0000-7200	$12,143.20

Sub Total:	$12,143.20
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	~~$12,143.20~~

$10264.10 KW

Approved By: [signature]

ORDERED ONLINE E
BY: Kristy Walley
DATE: 3/13/15

Page 1 of 1

PO No: 1503463

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503467
03/09/2015
Requested By: pjorgensen

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: ROCHE-P.JORGENSEN
Confirmation:

Req No: 154039

Qty	Unit	Description	Unit Price	Total Cost	T
17.00	Units	iPad Air 10 Pack	$5,082.12	$86,396.04	N
2.00	Units	iPad Air	$513.22	$1,026.44	N

Account No	Amount
010-07200-0-11100-10000-44000-111-0000-7200	$87,422.48

Sub Total:	$87,422.48
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$87,422.48**

Approved By:

ORDERED ONLINE
BY: Kristy Calley
DATE: 3/19/15

Page 1 of 1

PO No: 1503467

Page 1 of 2

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503468
03/09/2015
Requested By: pjorgensen

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue
Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: ROCHE-P.JORGENSEN
Confirmation:

Req No: 154087

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	PowerEdge R320 Server (Please see attached quote)	$4,847.00	$4,847.00	Y

Account No	Amount
010-07200-0-11100-10000-44000-111-0000-7200	$3,365.76

Sub Total:	$4,847.00
Total Discount:	$1,744.92
Tax:	$263.68
Freight:	$0.00
Total:	~~$3,365.76~~

3334.39

Approved By:

Kristy Walley
3/19/15

PO No: 1503468

3/12/2015 https://mail-attachment.googleusercontent.com/attachment/u/0/?ui=2&ik=bd911ba9bb&view=att&th=14c0f91c8a235d1f&attid=0.1&disp=inline&safe=1&z...

QUOTATION

Quote #: 703446706
Customer #: 107913643

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503469
03/09/2015
Requested By: pjorgensen

Vendor: 019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: ROCHE - P.JORGENSEN

Req No: 154089

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	OptiPlex 3020 Small Form Factor CPU System Unit	$19,385.10	$19,385.10	Y
0.00	Units	EQuote # 1018967813511	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-111-0000-7200	$21,032.83

Sub Total:	$19,385.10
Total Discount:	$0.00
Tax:	$1,647.73
Freight:	$0.00
Total:	~~$21,032.83~~

$20,738.33 (KW)

Approved By: _____

Kristy Walley
3/11/15

PO No: 1503469

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503482
03/10/2015
Requested By: 2comp ed

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/DO/ginman
Confirmation:

Req No: 154302

Qty	Unit	Description	Unit Price	Total Cost	T
6.00	Units	Quote 690616081- DS-NSC-21-mini-Cart for 32 Laptops	$1,407.99	$8,447.94	Y

AccountNo	Amount
010-70900-0-11100-10000-44000-603-0000-3486	$9,166.01

Sub Total:	$8,447.94
Total Discount:	$0.00
Tax:	$718.07
Freight:	$0.00
Total:	~~$9,166.01~~

$8447.94 KW

Approved By: _____

ORDERED ONLINE
BY: Kristy Walley
DATE: 3/19/15

Page 1 of 1

PO No: 1503482

DELL

QUOTATION

Page 1 of 3

Quote #: 703950949
Customer #: 107913643

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503486
03/10/2015
Requested By: dcrater

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: PEC/Crater
Confirmation:

Req No: 153822

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	see attached quote for 22 PCs	$15,261.15	$15,261.15	N

AccountNo	Amount
010-07200-0-11100-10000-44000-413-0000-7200	$15,261.15

Sub Total:	$15,261.15
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	~~$15,261.15~~ $12,650.95 KW

Approved By: [signature]

ONLINE
BY: Kristy Walley
3/19/15

PO No: 1503486

3/12/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuForThankYou

3/12/2015 5:48:01 PM
Thank you. Your eQuote has been saved!

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503130
02/06/2015
Requested By:
vwickersham

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: J. Bottoms
Confirmation:

Req No: 152667

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Each	3 Dell Latitude E5450/5450 BTX, per eQuote # 1020411106955	$3,554.68	$3,554.68	N

AccountNo	Amount
010-74050-0-11100-10000-44000-000-0000-1311	$3,554.68

Sub Total:	$3,554.68
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$3,554.68**

Approved By:

ORDERED ONLINE
BY: Kristy Calley
DATE: 2/2/15

Page 1 of 1

PO No: 1503130

2/4/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuForThankYou

Page 1 of 5

2/4/2015 12:15:58 PM

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503153
02/18/2015
Requested By: eluna

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: OLIVE-E.LUNA
Req No: 153068
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
10.00	Units	iPad Air 10 pack (as per quote# 2000141113)	$5,082.12	$50,821.20	N

AccountNo	Amount
010-07200-0-11100-10000-44000-109-0000-7200	$50,821.20

Sub Total:	$50,821.20
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$50,821.20**

Approved By: [signature]

ORDERED ONLINE E
BY: [signature]
DATE: 2/20/15

Page 1 of 1

PO No: 1503153

PUSD 1:1 Technology Purchase Calculator
Page 1 of 2 **November, 2014**

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503156
02/18/2015
Requested By: kcovian

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Req No: 153311
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	See attached quote #1019065210790.	$6,764.63	$6,764.63	Y
0.00	Units	Eco Fee	$41.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-307-0000-7200	$7,339.62

Sub Total:	$6,764.63
Total Discount:	$0.00
Tax:	$574.99
Freight:	$0.00
Total:	~~$7,339.62~~

$7204.12

Approved By: [signature]

ORDERED ONLINE E
BY: [signature]
DATE: 2/24/15

PO No: 1503156

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503115
02/06/2015
Requested By: ealvarado

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CPED/SMS/SANTOS
Req No: 153640
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
16.00	Units	MD199LL/A APPLE TIV	$99.00	$1,584.00	Y
16.00	Units	H9139VC/B KANEX ATV PRO HDMI TO VGA ADAPTER WITH AUDIO SUPPORT	$59.95	$959.20	Y

AccountNo	Amount
010-70900-0-11100-10000-43000-205-0000-3486	$2,759.37

Sub Total:	$2,543.20
Total Discount:	$0.00
Tax:	$216.17
Freight:	$0.00
Total:	**$2,759.37**

Approved By: _____

ORDERED ONLINE
BY: Kristy Walley
DATE: 2/25/15

PO No: 1503115

Apple Store for Education Institution

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504408
05/13/2015
Requested By: lindal

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: MHS/KEITH/LCAP
Confirmation:

Req No: 154827

Qty	Unit	Description	Unit Price	Total Cost
3.00	Units	174790/TEACHER DESKTOP COMPUTER EQUOTE 1021567770255	$998.76	$2,996.28
140.00	Units	STUDENT CHROMEBOOK 11 - EQUOTE 1013816060331	$441.69	$61,836.60
4.00	Units	DATAMATION SYSTEMS CART FOR 32 LAPTOPS - EQUOTE: 690616081	$1,527.67	$6,110.68

Account No	Amount
010-07200-0-11100-10000-44000-305-0000-7200	$70,943.56

Sub Total:	$70,943.56
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$70,943.56**

Approved By: _____

ORDERED ONLINE
BY: _____
DATE: 5/18/15

Page 1 of 1

PO No: 1504408

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504438
05/13/2015
Requested By: mcampos

Vendor: 019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Business/Doyle/Mr.Ortiz

Req No: 155029

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
6.00	Units	Dell Projector 1510x W/3year warranty	$908.00	$5,448.00	Y

Sub Total:	$5,448.00
Total Discount:	$0.00
Tax:	$463.08
Freight:	$0.00
Total:	~~$5,911.08~~

$4194.96 (KW)

AccountNo	Amount
010-07200-0-11100-10000-44000-103-0000-7200	$5,911.08

Approved By: _____

ORDERED ONLINE E
BY: [illegible]
DATE: 5/18/12

Page 1 of 1

PO No: 1504438

4/17/2015 Porterville Unified School District Mail - Fwd: Dell Computer - Saved Quote Information - 1016144027633

PUSD

Page 1 of 3

Ortiz, Ubaldo <uortiz@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503493
03/10/2015
Requested By: yalcantar

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: BMS/iPads
Confirmation:

Req No: 153941

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Quote No. 2000110961-iPad with Retina Display 10-pack/(70 iPads)Please see attached form.	$34,453.37	$34,453.37	N

AccountNo	Amount
010-07200-0-11100-10000-44000-201-0000-7200	$34,453.37

Sub Total:	$34,453.37
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$34,453.37**

on. 35,574.87
Martha Bailey
3/19/15

Approved By:

CHANGE
Kristy Walley
3/19/15

Page 1 of 1

PO No: 1503493

PUSD 1:1 Technology Purchase Calculator
April, 2014

Page 1 of 2

Note: Insert the quantity on each product line to quickly calculate costs. All products below include tax, shipping, and recycle fees, where appropriat
note each vendor requires a separate requisition, to be completed by the site. You'll note the iPad cases from DCW-G are automatically added based

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503500
03/10/2015
Requested By: yalcantar

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: BMS/iPad Protectors
Confirmation:

Req No: 154098

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	CDW-G Quote #FQVC527/70 Targus Versavu Case for Apple iPad/Please see attached form.	$3,430.00	$3,430.00	Y

AccountNo	Amount
010-07200-0-11100-10000-44000-201-0000-7200	$3,721.55

Sub Total:	$3,430.00
Total Discount:	$0.00
Tax:	$291.55
Freight:	$0.00
Total:	**$3,721.55**

Approved By: _____

E
Kristy Walley
3/19/15

Page 1 of 1

PO No: 1503500

Page 1 of 2

Gmail

Kristy Walley <kristy.walley@gmail.com>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503508
03/10/2015
Requested By: mcolunga

Vendor: 0019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: GEN/CHS/SBraden

Req No: 154176

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	PEC-RES Server PowerEdge R320, Intel@ Xeon@ E-24XXv2 Processors	$4,847.00	$4,847.00	Y

AccountNo	Amount
010-00000-0-32000-10000-44000-301-0000-1084	$3,365.76

Sub Total:	$4,847.00
Total Discount:	$1,744.92
Tax:	$263.68
Freight:	$0.00
Total:	~~$3,365.76~~

$3334.39 KW

Approved By:

3/19/15

Page 1 of 1

PO No: 1503508

3/19/2015 https://mail-attachment.googleusercontent.com/attachment/u/0/?ui=2&ik=bd914ba9bb&view=att&th=14c0f91c8e235d1f&attid=0.1&disp=inline&safe=1&z...

Page 1 of 5

QUOTATION

Quote #: 703446706
Customer #: 107913643

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503548
03/13/2015
Requested By: vickijohnson

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CPED/MHS/M. Giannetto
Confirmation:

Req No: 153858

Qty	Unit	Description	Unit Price	Total Cost	T
200.00	Each	Cyber Acoustics ACM 940-headphones (# 740664)	$25.15	$5,030.00	Y
1.00	Units	Please see attached quote #1BJGV5T	$0.00	$0.00	N
1.00	Units	Supplemental materials to support implementation of new state standards.	$0.00	$0.00	N
1.00	Units	For student use school wide.	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-43000-305-0000-3420	$5,457.55

Sub Total:	$5,030.00
Total Discount:	$0.00
Tax:	$427.55
Freight:	$0.00
Total:	**$5,457.55**

Approved By:

3/27/15

Page 1 of 1

PO No: 1503548

3/2/2015

Checkout Quote Created
Page 1 of 2

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503577
03/13/2015
Requested By: yalcantar

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: BMS/Projectors
Confirmation:

Req No: 154147

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Equote #1017729260276/2 Dell Projectors/Catalog # 1510X3Y//Please see attached Equote	$1,816.00	$1,816.00	Y

AccountNo	Amount
010-00000-0-11100-10000-44000-201-0000-1199	$1,517.18

Sub Total:	$1,816.00
Total Discount:	$417.68
Tax:	$118.86
Freight:	$0.00
Total:	**$1,517.18**

Approved By:

BY: Kristy Walley
DATE: 3/19/15

Page 1 of 1

PO No: 1503577

2/25/2015 Porterville Unified School District Mail - Fwd: Dell Computer , Saved Quote Information - 1017729260276

PUSD

Page 1 of 3

Alcantar, Yadira <yalcantar@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503597
03/13/2015
Requested By: abeltran

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/Belle-C.Milinich
Confirmation:

Req No: 154208

Qty	Unit	Description	Unit Price	Total Cost	T
68.00	Units	See attached quote 1BJGV5T	$25.15	$1,710.20	Y
1.00	Units	Equipment used to support implementation of supplemental materials	$0.00	$0.00	N

AccountNo	Amount
010-70900-0-11100-10000-43000-101-0000-3486	$1,855.57

Sub Total:	$1,710.20
Total Discount:	$0.00
Tax:	$145.37
Freight:	$0.00
Total:	**$1,855.57**

Approved By: _____

Kristy Walley
3/27/15

Page 1 of 1

PO No: 1503597

3/2/2015 Checkout: Quote Created

Page 1 of 2

CDWG

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503598
03/13/2015
Requested By: abeltran

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/Belle-C.Milinich
Confirmation:

Req No: 154210

Qty	Unit	Description	Unit Price	Total Cost	T
68.00	Units	See attached quote # 1BJGK4R	$38.69	$2,630.92	Y
1.00	Units	Equipment used to support implementation of supplemental materials.	$0.00	$0.00	N

Account No	Amount
010-70900-0-11100-10000-43000-101-0000-3486	$2,854.55

Sub Total:	$2,630.92
Total Discount:	$0.00
Tax:	$223.63
Freight:	$0.00
Total:	**$2,854.55**

Approved By:

mon
E
3/26/15

Page 1 of 1

PO No: 1503598

3/2/2015 Quotes
Page 1 of 2

CDWG

800 808 4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503652
03/24/2015
Requested By: slynch

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: LCAP WFE
Confirmation:

Req No: 154188

Qty	Unit	Description	Unit Price	Total Cost	T
32.00	Units	Cyber Acostics ACM-Headphones	$25.15	$804.80	Y
0.00	Units	See attached quote #1BJGVSt	$0.00	$0.00	N
32.00	Units	Macally iKey Keyboards Today	$38.69	$1,238.08	Y
0.00	Units	See attached quote # 1BJGK4R	$0.00	$0.00	Y
32.00	Units	Macally iKey LT Thurs.	$67.73	$2,167.36	Y
0.00	Units	See attached quote #1BJGSMY	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-119-0000-7200	$4,568.12

Sub Total:	$4,210.24
Total Discount:	$0.00
Tax:	$357.88
Freight:	$0.00
Total:	**$4,568.12**

Approved By: _____

3/20/15

Page 1 of 1

PO No: 1503652

3/2/2015 Checkout Quote Created
Page 1 of 4

CDWG

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503654
03/24/2015
Requested By: ksilva

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: GHHS/RAMIREZ
Confirmation:

Req No: 154247

Qty	Unit	Description	Unit Price	Total Cost	T
150.00	Units	CYBER ACOUSTICS ACM940 HEADPHONES- SEE ATTACHED QUOTE	$25.15	$3,772.50	Y

AccountNo	Amount
010-30100-0-11100-10000-43000-303-0000-3420	$4,093.16

Sub Total:	$3,772.50
Total Discount:	$0.00
Tax:	$320.66
Freight:	$0.00
Total:	**$4,093.16**

Approved By: _____

Kristy Walley
3/27/15

PO No: 1503654

3/4/2015 Checkout Quote Created

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503655
03/24/2015
Requested By: coseguera

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue
Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SFE/Headphones-Test
Confirmation:

Req No: 154250

Qty	Unit	Description	Unit Price	Total Cost	T
106.00	Units	Quote # 1BJGV5T/CDW PART #740664 Cyber Headphones for SBAC Testing See Attacched Quote	$25.15	$2,665.90	Y

AccountNo	Amount
010-07200-0-11100-10000-43000-113-0000-7200	$2,892.50

Sub Total:	$2,665.90
Total Discount:	$0.00
Tax:	$226.60
Freight:	$0.00
Total:	**$2,892.50**

Approved By: _____

E
Kristy Valley
3/27/15

Page 1 of 1

PO No: 1503655

3/2/2015 Quotes

Page 1 of 2

CDWG

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503656
03/24/2015
Requested By: kcovian

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 154262

Qty	Unit	Description	Unit Price	Total Cost	T
40.00	Units	Macally iKey LT - keyboard (see attached) Thurs	$67.73	$2,709.20	Y
0.00	Units	Supplemental materials to implement new state standards	$0.00	$0.00	N

Account No	Amount
010-30100-0-11100-10000-44000-307-0000-3420	$2,939.48

Sub Total:	$2,709.20
Total Discount:	$0.00
Tax:	$230.28
Freight:	$0.00
Total:	**$2,939.48**

Approved By: _____

3/27/15

Page 1 of 1

PO No: 1503656

3/22/2015 Quotes

Page 1 of 2

CDWG

800 808 4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503657
03/24/2015
Requested By: ealvarado

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SMS/SANTOS
Confirmation:

Req No: 154265

Qty	Unit	Description	Unit Price	Total Cost	T
95.00	Units	740664 CYBER ACOUSTICS ACM 940 - HEADPHONES	$25.15	$2,389.25	Y

AccountNo	Amount
010-07200-0-11100-10000-43000-205-0000-7200	$2,592.34

Sub Total:	$2,389.25
Total Discount:	$0.00
Tax:	$203.09
Freight:	$0.00
Total:	**$2,592.34**

Approved By: _____

E
Dorothy Walley
3/27/15

PO No: 1503657

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503658
03/24/2015
Requested By: ealvarado

Vendor: 019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SMS/SANTOS

Req No: 154267

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
4.00	Units	A7471892 CART FOR LAPTOPS	$1,407.99	$5,631.96	Y
1.00	Units	DELL CHROMEBOOK 11 - TOUCH	$51,847.28	$51,847.28	Y
1.00	Units	A7611038 GOOGLE CHROME OS MANAGEMENT CONSOLE LICENSE	$3,364.64	$3,364.64	Y
1.00	Units	ECO FEE	$102.00	$102.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-205-0000-7200	$66,117.61

Sub Total:	$60,945.88
Total Discount:	$0.00
Tax:	$5,171.73
Freight:	$0.00
Total:	~~$66,117.61~~

$64,299.58 KW

Approved By:

3/30/15

Page 1 of 1

PO No: 1503658

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503659
03/24/2015
Requested By: yalcantar

Vendor: 71020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: BMS/Adapters for Testing
Confirmation:

Req No: 154282

Qty	Unit	Description	Unit Price	Total Cost	T
42.00	Units	Quote # 1BJGSMY//CDW # 3289457 Ipad keyboard 8 pin/(42-Title 1 acct)Please see attached quote	$67.73	$2,844.66	Y
28.00	Units	Quote # 1BJGSMY/CDW #3289457(28 BMS acct)iPad keyboard 8 pin lightning-Please see attached quote	$67.73	$1,896.44	Y

AccountNo	Amount
010-70900-0-11100-10000-43000-603-0000-3486	$3,046.16
010-30100-0-11100-10000-43000-201-0000-3420	$2,097.94

Sub Total:	$4,741.10
Total Discount:	$0.00
Tax:	$403.00
Freight:	$0.00
Total:	**$5,144.10**

Approved By: _____

E
Kristy Valley
3/27/15

Page 1 of 1

PO No: 1503659

3/2/2015 Quotes
Page 1 of 2

CDW G

800 808 4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503664
03/24/2015
Requested By:
vwickersham

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: J. Bottoms
Confirmation:

Req No: 154369

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Latitude E5450/5450BTX and 4 cases eQuote # 1014937860518	$1,297.72	$1,297.72	N

AccountNo	Amount
010-74050-0-11100-10000-44000-000-0000-1311	$1,297.72

Sub Total:	$1,297.72
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$1,297.72**

Approved By:

3/30/15

PO No: 1503664

3/12/2015 6:19:32 PM
Thank you. Your eQuote has been saved!

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503669
03/25/2015
Requested By: coseguera

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SFE/Alcantar/Rivas
Confirmation:

Req No: 154252

Qty	Unit	Description	Unit Price	Total Cost	T
64.00	Units	See Attached Quote # IBJGK4R Today	$38.69	$2,476.16	Y

AccountNo	Amount
010-07200-0-11100-10000-43000-113-0000-7200	$2,686.63

Sub Total:	$2,476.16
Total Discount:	$0.00
Tax:	$210.47
Freight:	$0.00
Total:	**$2,686.63**

Approved By: _____

ENTERED ONLINE
Kristy Walley
3/24/15

PO No: 1503669

CDWG

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503670
03/25/2015
Requested By: coseguera

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/SFE/3rd grade
Confirmation:

Req No: 154376

Today

Qty	Unit	Description	Unit Price	Total Cost	T
75.00	Units	Magically iKey 30 - keyboard #1BJGK4R Please see attached quote	$38.69	$2,901.75	Y

AccountNo	Amount
010-70900-0-11100-10000-43000-603-0000-3486	$3,148.40

Sub Total:	$2,901.75
Total Discount:	$0.00
Tax:	$246.65
Freight:	$0.00
Total:	**$3,148.40**

Approved By: _____

E
3/27/15

Page 1 of 1

PO No: 1503670

3/2/2015 Quotes

Page 1 of 2

CDWG

800.808.4239

DPD65

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503679
03/26/2015
Requested By: ealvarado

Vendor: 019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SMS/PEREZ

Req No: 152735

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	DELL LATITUDE E5550/5550 BTX CATALOG # sm.155w7p019m	$1,105.97	$1,105.97	Y
1.00	Units	ENVIRONMENTAL DISPOSAL FEE	$4.00	$4.00	N
1.00	Units	OPTIPLEX 7020 SFF CATALOG #cao7020sffw7p007p	$793.35	$793.35	Y

AccountNo	Amount
010-00000-0-11100-10000-44000-205-0000-1199	$2,064.76

Sub Total:	$1,903.32
Total Discount:	$0.00
Tax:	$161.44
Freight:	$0.00
Total:	~~$2,064.76~~

$2082.41

Approved By:

ORDERED ONLINE
BY:
DATE: 4/9/15

Page 1 of 1

PO No: 1503679

Page 1 of 4

Page 1 of 5

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503701
03/26/2015
Requested By: eortega

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CompEd/Pio/AValdez
Confirmation:

Req No: 154221

Qty	Unit	Description	Unit Price	Total Cost	T
64.00	Units	Cyber Acoustic ACM-940 Headphones	$25.15	$1,609.60	N
0.00	Units	Equipment used to support implementation of supplemental materials.	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-43000-203-0000-3420	$1,609.60

Sub Total:	$1,609.60
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$1,609.60**

Approved By:

DATE: 3/27/15

Page 1 of 1

PO No: 1503701

3/13/2015

Checkout: Quote Created

Page 1 of 2

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503719
03/26/2015
Requested By: yalcantar

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No:
Confirmation:

Req No: 154297

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	EQuote 1020381049276//Catalog # B236AY3//Dell Mono Printer-Please see attached form	$1,914.00	$1,914.00	Y

AccountNo	Amount
010-00000-0-11100-10000-43000-201-0000-1199	$1,453.68

Sub Total:	$1,914.00
Total Discount:	$574.20
Tax:	$113.88
Freight:	$0.00
Total:	~~$1,453.68~~

$1458.17

Approved By:

3/30/15

Page 1 of 1

PO No: 1503719

PUSD

Page 1 of 4

Tsuboi, Mike <mtsuboi@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503723
03/26/2015
Requested By: thanson

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue
Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CompEd/LRS/Hanson
Confirmation:

Req No: 154313

Qty	Unit	Description	Unit Price	Total Cost	T
2.00	Each	DELL Projector 1510X w/3-Year Advance Exchange	$908.00	$1,816.00	Y
1.00	Units	Promotional Discount	$0.00	$0.00	N
0.00	Units	SEE ATTACHED QUOTE	$0.00	$0.00	N

AccountNo	Amount
010-70900-0-11100-10000-43000-105-0000-3486	$1,552.68

Sub Total:	$1,816.00
Total Discount:	$417.68
Tax:	$154.36
Freight:	$0.00
Total:	~~$1,552.68~~ $1517.18

Approved By:

Bridget Valley
3/30/15

PO No: 1503723

PUSD

Hanson, Teresa <thanson@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503774
03/26/2015
Requested By: kcovian

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Req No: 154453
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
20.00	Units	OptiPlex 3020 (see equote)	$850.57	$17,011.40	Y
40.00	Units	Google Chrome Console License (see equote)	$42.86	$1,714.40	N
40.00	Units	Chromebook 11 (see equote)	$569.00	$22,760.00	Y
1.00	Units	Environmental Disposal Fee	$120.00	$120.00	N
0.00	Units	Chromebooks to add to student available devices and computers in career center for student use	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-307-0000-7200	$29,283.17

Sub Total:	$41,605.80
Total Discount:	$14,520.00
Tax:	$2,197.37
Freight:	$0.00
Total:	~~$29,283.17~~ $29,954.59

KW

Approved By: [signature]

E
Kristy Walley
4/1/15

PO No: 1503774

4/1/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuForThankYou

4/1/2015 12:50:25 PM
Thank you. Your eQuote has been saved!
eQuote # 1017705493131. This eQuote expires on June 30, 2015

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503785
03/30/2015
Requested By: kwalley

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Citrus South Tule
Confirmation:

Req No: 154556

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	18 - Chromebook 11 w/Management Console License and 3 - Opt 3020 SFF w/monitors	$9,671.35	$9,671.35	N
0.00	Units	As Per Attached Equote #1023012480894	$0.00	$0.00	N

AccountNo	Amount
010-00000-0-11100-10000-44000-000-0131-0000	$9,671.35

Sub Total:	$9,671.35
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$9,671.35**

Approved By: _____

ORDER WILL BE CANCELLED IF NOT
RECEIVED BY 6/26/2015

ORDER WILL BE CANCELLED IF NOT

E
3/30/15

Page 1 of 1

PO No: 1503785

Page 1 of 2

Page 1 of 3

3/30/2015 1:42:53 PM

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503798
03/31/2015
Requested By: slynch

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: WF/VanDusen
Confirmation:

Req No: 153501

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	iPad Air-iPad Air 10-pack	$101,642.40	$101,642.40	Y
0.00	Units	See attached Technology purchase calculator	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-43000-119-0000-7200	~~$110,282.00~~ $101,642.40

Sub Total:	$101,642.40
Total Discount:	$0.00
Tax:	~~$8,639.60~~
Freight:	$0.00
Total:	~~$110,282.00~~ 101,642.40

Approved By:

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY: Lindy Valley
DATE: 4/2/15

Page 1 of 1

PO No: 1503798

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503799
03/31/2015
Requested By: slynch

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: WF/VanDusen
Confirmation:

Req No: 153503

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	iPad Air Case	$14,120.00	$14,120.00	Y
0.00	Units	See attached Technology purchase calculator	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-43000-119-0000-7200	$15,320.20

Sub Total:	$14,120.00
Total Discount:	$0.00
Tax:	$1,200.20
Freight:	$0.00
Total:	~~$15,320.20~~

$ 11985.00

Approved By:

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY:
DATE: 4/2/15

Page 1 of 1

PO No: 1503799

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503800
03/31/2015
Requested By: slynch

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: WF/VanDusen/CpEd
Confirmation:

Req No: 153734

Qty	Unit	Description	Unit Price	Total Cost	T
5.00	Units	Dell Projectors	$699.16	$3,495.80	Y
0.00	Units	See attached Dell quote # 1019051844271	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-119-0000-7200	$3,792.94

Sub Total:	$3,495.80
Total Discount:	$0.00
Tax:	$297.14
Freight:	$0.00
Total:	**$3,792.94**

Approved By:

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY:
DATE: 4/2/15

Page 1 of 1

PO No: 1503800

3/4/2015 Porterville Unified School District Mail - Fwd: Dell Computer - Saved Quote Information - 1019051844271

PUSD

Lynch, Sherlyn <slynch@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503806
03/31/2015
Requested By: kcovian

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 154260

Qty	Unit	Description	Unit Price	Total Cost	T
3.00	Units	Brother DCP 8150DN - Multifunction (See attached)	$359.46	$1,078.38	Y
0.00	Units	Supplemental material for data analysis to better instruct student	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-43000-307-0000-3420	$1,170.04

Sub Total:	$1,078.38
Total Discount:	$0.00
Tax:	$91.66
Freight:	$0.00
Total:	~~$1,170.04~~

$1137 88 KW

Approved By:

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY: Kristy Valley
DATE: 4/2/15

Page 1 of 1

PO No: 1503806

CDWG

Page 1 of 2

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503814
03/31/2015
Requested By: eluna

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: OLIVE-E.LUNA
Confirmation:

Req No: 154371

Qty	Unit	Description	Unit Price	Total Cost	T
70.00	Units	~~Macally iKey~~ Lt-keyboard (as per quote#1BJGSMY)	$67.73	$4,741.10	Y
0.00	Units	EQUIPMENT USED TO SUPPORT IMPLEMENTATION OF SUPPLEMENTAL MATERIALS	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-43000-109-0000-7200	$5,144.09

Sub Total:	$4,741.10
Total Discount:	$0.00
Tax:	$402.99
Freight:	$0.00
Total:	~~$5,144.09~~

$3645.60

Approved By:

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY: Lindy Valley
DATE: 4/2/15

Page 1 of 1

PO No: 1503814

3/2/2015 Quotes

Page 1 of 2

CDWG

800 808 4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503816
03/31/2015
Requested By: coseguera

Vendor: 0113537

APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Santa Fe/Levya
Confirmation:

Req No: 154373

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	2-10pk-iPad Air wifi 16GB -Grey W/3-yr AppleCare Please see attached quote	$9,460.00	$9,460.00	Y

Account No	Amount
010-07200-0-11100-10000-44000-113-0000-7200	$10,264.10

Sub Total:	$9,460.00
Total Discount:	$0.00
Tax:	$804.10
Freight:	$0.00
Total:	~~$10,264.10~~

$10,164.25

Approved By:

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY: Kristy Walley
DATE: 4/2/15

Page 1 of 1

PO No: 1503816

LCAP $

Page 1 of 2

Apple Store for Education Institution

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503817
03/31/2015
Requested By: coseguera

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Santa Fe/Leyva
Confirmation:

Req No: 154374

Qty	Unit	Description	Unit Price	Total Cost	T
20.00	Units	iPad Cases #1BJHLVN Please see attached quote	$55.90	$1,118.00	Y

AccountNo	Amount
010-07200-0-11100-10000-43000-113-0000-7200	$1,213.03

Sub Total:	$1,118.00
Total Discount:	$0.00
Tax:	$95.03
Freight:	$0.00
Total:	**$1,213.03**

Approved By: _____

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY: Kristy Walley
DATE: 4/2/16

Page 1 of 1

PO No: 1503817

LCAP $

3/4/2015

Checkout: Quote Created
Page 1 of 2

CDWG

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503828
03/31/2015
Requested By: gguzman

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SEQUOIA YES PROGRAM

Req No: 154413

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	$1527.67 Quote # 690616081 Datamation Systems DS-NSC-32-mini-Cart for 32 laptops	$1,527.67	$1,527.67	N
1.00	Units	$18159.12 Quote # 1020343728637 24 SMS Student Laptops	$18,159.12	$18,159.12	N

AccountNo	Amount
010-60100-0-81000-50000-44000-205-0000-4458	$19,686.79

Sub Total:	$19,686.79
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	~~$19,686.79~~ $20,377.32

Approved By: _____

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY: Kristy Valley
DATE: 4/9/15

Page 1 of 1

PO No: 1503828

Page 1 of 3

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503878
04/07/2015
Requested By: lindal

Vendor: 013537

APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: MHS/SNYDER
Confirmation:

Req No: 153871

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	27 INCH 3.4 GHZ GUAD CORE INTEL CORE IMAC COMPUTER AS PER ATTACHED.	$2,298.99	$2,298.99	Y

AccountNo	Amount
010-35500-0-38000-10000-44000-305-0998-4224	$2,494.40

Sub Total:	$2,298.99
Total Discount:	$0.00
Tax:	$195.41
Freight:	$0.00
Total:	~~$2,494.40~~

$2183.42

Approved By:

ORDERED ONLINE
BY:
DATE: 4/13/15

Page 1 of 1

PO No: 1503878

1/12/2015 Cart - Apple Store (U.S.)

Apple Store

Questions? Need Advice? Call 1-800-MY-APPLE

Page 1 of 4

Items in Your Cart

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503880
04/07/2015
Requested By: kcovian

Vendor: 013537

APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera

Req No: 154263

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
30.00	Units	Personalized iPad Air Wi-Fi 16GB - Space Grey 10 Packs with 3 yr Apple Care	$4,730.00	$141,900.00	Y
1.00	Units	Recycle Fee	$900.00	$900.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-307-0000-7200	$154,861.50

Sub Total:	$142,800.00
Total Discount:	$0.00
Tax:	$12,061.50
Freight:	$0.00
Total:	~~$154,861.50~~

$152,463.74

Approved By:

ORDERED ONLINE
BY:
DATE: 4/14/15

Page 1 of 1

PO No: 1503880

Apple Store for PORTERVILLE PUBLIC SCHL

Page 1 of 2

Welcome, Nate Nelson

Mac iPhone iPad iPod Accessories Software Solutions &

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503881
04/07/2015
Requested By: kcovian

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHererra
Confirmation:

Req No: 154264

Qty	Unit	Description	Unit Price	Total Cost	T
300.00	Units	iPad Case full size (see attached)	$55.90	$16,770.00	Y
0.00	Units	Supplemental materials to support new state standards, and close achievement gap for ELs	$0.00	$0.00	N

AccountNo.	Amount
010-07200-0-11100-10000-44000-307-0000-7200	$18,195.45

Sub Total:	$16,770.00
Total Discount:	$0.00
Tax:	$1,425.45
Freight:	$0.00
Total:	~~$18,195.45~~

$17,902.50

Approved By:

ORDERED ONLINE
BY:
DATE: 4/8/15

Page 1 of 1

PO No: 1503881

CDWG

Page 1 of 2

800.808.4239

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1503981
04/17/2015
Requested By: lrodriguez

Vendor: 0019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SHS/Born/Athletics

Req No: 154615

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	See E-Quote: 1020417719876	$1,431.09	$1,431.09	N

AccountNo	Amount
010-11000-0-11306-42000-44000-309-0000-1008	$1,431.09

Sub Total:	$1,431.09
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$1,431.09**

Approved By:

ORDERED ONLINE
BY: Dusty Valley
DATE: 4/20/15

Page 1 of 1

PO No: 1503981

Page 1 of 3

Page 1 of 4

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504025
04/17/2015
Requested By: 2comp ed

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/DO/ginman
Confirmation:

Req No: 154773

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	See Attached eQuote 1020213672899. Computer and accessories for the Migrant Program	$1,384.74	$1,384.74	Y
1.00	Units	Eco Fre	$3.00	$3.00	N

AccountNo	Amount
010-30600-0-71100-10000-43000-411-0000-3432	$1,505.44

Sub Total:	$1,387.74
Total Discount:	$0.00
Tax:	$117.70
Freight:	$0.00
Total:	~~$1,505.44~~

$1477.57
dw

Approved By: [signature]

ORDERED ONLINE
BY: [signature]
DATE: 4/20/15

Page 1 of 1

PO No: 1504025

Page 1 of 2

Page 1 of 3

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504158
04/30/2015
Requested By: yalcantar

Vendor: 0019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: BMS/Computers
Confirmation:

Req No: 154737

Qty	Unit	Description	Unit Price	Total Cost	T
4.00	Units	E-Quote 1021483430554/ 4 of OptiPlex 3020 Small Form Factor-Please see attached form	$892.59	$3,570.36	Y

AccountNo	Amount
010-30100-0-11100-10000-43000-201-0000-3420	$3,873.84

Sub Total:	$3,570.36
Total Discount:	$0.00
Tax:	$303.48
Freight:	$0.00
Total:	~~$3,873.84~~ $3570.40

Approved By:

ORDERED ONLINE E
BY:
DATE: 5/1/15

Page 1 of 1

PO No: 1504158

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504166
04/30/2015
Requested By: vickijohnson

Vendor: 019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CPED/MHS/M. Giannetto

Req No: 154811

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
7.00	Each	Deli Mano Printer B2360dn	$349.00	$2,443.00	Y
0.00	Units	For Student use in Rooms #E1, E2, E3, E6, E7, R3 and the use of Title I Special Projects Coordinator	$0.00	$0.00	N
0.00	Units	Please see attached equote #1018863724978	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-43000-305-0000-3420	$1,855.46

Sub Total:	$2,443.00
Total Discount:	$732.90
Tax:	$145.36
Freight:	$0.00
Total:	~~$1,855.46~~

$1860.70

Approved By:

ORDERED ONLINE
BY: Kristy Valley
DATE: 5/1/15

PO No: 1504166

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504169
04/30/2015
Requested By: vickijohnson

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CPED/MHS/M. Giannetto
Confirmation:

Req No: 154844

Qty	Unit	Description	Unit Price	Total Cost	T
25.00	Each	AVer AVerVision F50 Document Camera MFG Part# 2348472	$627.99	$15,699.75	Y
0.00	Units	Please see attached quote.	$0.00	$0.00	N
0.00	Units	For student use in rooms G6, E1, F5, G2, L3, M6, Library, Q8, S7, S8, T1, T4, T5, U2, U3, D1, D2, E2	$0.00	$0.00	N
0.00	Units	F6, F7, B4, B5, Q5, Q6 AND Q7	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-44000-305-0000-3420	$17,034.23

Sub Total:	$15,699.75
Total Discount:	$0.00
Tax:	$1,334.48
Freight:	$0.00
Total:	~~$17,034.23~~

$16,139.38

Approved By:

ORDERED ONLINE
BY: Dorothy Valley
DATE: 5/4/15

Page 1 of 1

PO No: 1504169

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504180
04/30/2015
Requested By: dcrater

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: PEC/Crater
Confirmation:

Req No: 154889

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	See attached quote	$4,062.46	$4,062.46	N

AccountNo	Amount
010-00000-0-11368-10000-44000-413-0000-1264	$3,023.00
010-00000-0-00000-27000-44000-413-0000-1330	$1,039.46

Sub Total:	$4,062.46
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$4,062.46**

Approved By: _____

ORDERED ONLINE
BY: Kathy Walley
DATE: 5/4/15

Page 1 of 1

PO No: 1504180

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504209
04/30/2015
Requested By: abeltran

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: GenEd/Belle-C.Milinich
Confirmation:

Req No: 154973

Qty	Unit	Description	Unit Price	Total Cost	T
3.00	Each	See attached quote # 2101635445	$581.00	$1,743.00	Y

AccountNo	Amount
010-00000-0-11100-10000-44000-101-0000-1199	$2,152.61

Sub Total:	$1,743.00
Total Discount:	$0.00
Tax:	$148.16
Freight:	0 ~~$261.45~~
Total:	~~$2,152.61~~

$1865.15 KW

Approved By:

ORDERED ONLINE
BY: Dustin Dalley
DATE: 5/1/15

Page 1 of 1

PO No: 1504209

Page 1 of 3

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504210
04/30/2015
Requested By: abeltran

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: GenEd/Belle-C.Milinich
Confirmation:

Req No: 154974

Qty	Unit	Description	Unit Price	Total Cost	T
2.00	Each	see attached quote # 1012453965596	$1,155.71	$2,311.42	Y

AccountNo	Amount
010-00000-0-11100-10000-44000-101-0000-1199	$1,579.98

Sub Total:	$2,311.42
Total Discount:	$855.22
Tax:	$123.78
Freight:	$0.00
Total:	~~$1,579.98~~

$1456.05

Approved By:

ORDERED ONLINE
BY: Kristy Dailey
DATE: 5/5/15

Page 1 of 1

PO No: 1504210

Page 1 of 2

Page 1 of 3

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504269
05/08/2015
Requested By: kcovian

Vendor: #020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 154451

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Canon wireless microphone	$212.86	$212.86	Y
1.00	Units	Canon XFA20 HD Pro	$1,879.99	$1,879.99	Y
0.00	Units	Supplemental equipment for students to use for projects	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-307-0000-7200	$2,270.74

Sub Total:	$2,092.85
Total Discount:	$0.00
Tax:	$177.89
Freight:	$0.00
Total:	**$2,270.74**

Approved By:

ORDERED ONLINE
BY: Lisa Valley
DATE: 5/11/15

Page 1 of 1

PO No: 1504269

CDW·G
CDWG.com | 800.594.4239 Page 1 of 2
OE400SPS
SALES QUOTATION

DPD91

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504273
05/08/2015
Requested By: kcovian

Vendor:
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 154650

Qty	Unit	Description	Unit Price	Total Cost	T
2.00	Units	2405345 Promethean Activboard (see attached)	$1,295.00	$2,590.00	Y

AccountNo	Amount
010-30100-0-11100-10000-44000-307-0000-3420	$2,810.15

Sub Total:	$2,590.00
Total Discount:	$0.00
Tax:	$220.15
Freight:	$0.00
Total:	**$2,810.15**

Approved By:

ORDERED ONLINE
BY: Bristol Walley
DATE: 6/2/15

Page 1 of 1

PO No: 1504273

CDWG.com | 800 594 4239 Page 1 of 2

OE400SPS

SALES QUOTATION

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504278
05/08/2015
Requested By: kcovian

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 154669

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Monitor/Optiplex (21)/Printer2360 (see equote)	$15,666.99	$15,666.99	Y

AccountNo	Amount
010-30100-0-11100-10000-44000-307-0000-3420	$16,998.68

Sub Total:	$15,666.99
Total Discount:	$0.00
Tax:	$1,331.69
Freight:	$0.00
Total:	~~$16,998.68~~

$15,811.00

Approved By:

ORDERED ONLINE
BY: Kristy Walley
DATE: 5/18/15

Page 1 of 1

PO No: 1504278

5/18/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuForThankYou

Page 1 of 4

5/18/2015 12:28:58 PM

Thank you. Your eQuote has been saved!

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504307
05/08/2015
Requested By: yalcantar

Vendor: 019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: BMS/CHROME
Confirmation:

Req No: 154829

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	E-Quote 1020455702594/Chrome Books-Please see attache forms	$8,396.00	$8,396.00	Y
1.00	Units	Environmental Disposal Fee	$60.00	$60.00	N

Account No.	Amount
010-30100-0-11100-10000-43000-201-0000-3420	$2,292.42
010-07200-0-11100-10000-43000-201-0000-7200	$6,877.24

Sub Total:	$8,456.00
Total Discount:	$0.00
Tax:	$713.66
Freight:	$0.00
Total:	~~$9,169.66~~

$8833.80

Approved By:

ORDERED ONLINE
BY:
DATE: 5/11/15

Page 1 of 1

PO No: 1504307

PUSD

Page 1 of 4

Tsuboi, Mike <mtsuboi@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504310
05/08/2015
Requested By: vickijohnson

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CPED/MHS/M. Giannetto
Req No: 154860
Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
204.00	Each	Dell Chromebook 11 - Touch - Preconfigured with standard lead time	$569.00	$116,076.00	Y
204.00	Each	Google Chrome OS Management Console License, Education-Dell	$42.86	$8,743.44	N
0.00	Units	Manufacturer Part#: CROSSWDISEDU-DL Dell Part#: A7653142	$0.00	$0.00	N
0.00	Units	For student use in room numbers G6, S7, T5, F5, G2 and Library.	$0.00	$0.00	N
0.00	Units	Please see equote# 1013816060331	$0.00	$0.00	N
0.00	Units	Equipment used to support implementation of supplemental materials.	$0.00	$0.00	N
204.00	Each	Eco Fee	$3.00	$612.00	N

AccountNo	Amount
010-30100-0-11100-10000-44000-305-0000-3420	$83,510.55
010-30100-0-11100-10000-43000-305-0000-3420	$9,351.18

Sub Total:	$125,431.44
Total Discount:	$39,180.24
Tax:	$6,610.53
Freight:	$0.00
Total:	~~$92,861.73~~

$90,104.67 (KW)

Approved By: _____

R[illegible]ED ONL[illegible]E
BY: [illegible]
D[illegible]: 5/19/15

Page 1 of 1

PO No: 1504310

4/7/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuForThankYou

Page 1 of 3

4/7/2015 1:40:45 PM

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504320
05/08/2015
Requested By: lrodriguez

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SHS/Buckley/Admin
Confirmation:

Req No: 155037

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	27 Dell Precision T1700 Small	$29,648.97	$29,648.97	Y
1.00	Units	See attached eQuote	$0.00	$0.00	N
1.00	Units	If possible to purchase under 2015 yr. funds would be great but, okay to purchase	$0.00	$0.00	N
1.00	Units	2016 funds, in July. Set up installation needs to be ready by August 2015 when school begins.	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100 10000-43000-309-0000-7200	$32,169.13

Sub Total:	$29,648.97
Total Discount:	$0.00
Tax:	$2,520.16
Freight:	$0.00
Total:	**$32,169.13**

Approved By:

ORDERED ONLINE
BY:
DATE: 5/18/15

Page 1 of 1

PO No: 1504320

Page 1 of 3

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504336
05/08/2015
Requested By: egarcia

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Bus/Van/Lqeren
Confirmation:

Req No: 155095

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	iPad Air 10-pack see attached Quote #2000141113	$101,642.40	$101,642.40	N
1.00	Units	iPad Air See attached Quote #2000141112	$2,566.10	$2,566.10	N

AccountNo	Amount
010-07200-0-11100-10000-44000-115-0000-7200	$104,208.50

Sub Total:	$104,208.50
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$104,208.50**

Approved By:

RED ONLINE
BY: Lisby Valley
DATE: 5/14/15

Page 1 of 1

PO No: 1504336

Page 1 of 1

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504337
05/08/2015
Requested By: egarcia

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Bus/Van/Lgeren
Confirmation:

Req No: 155096

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	iPad Air Case See attached quote #1BHKWC2	$14,473.00	$14,473.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-115-0000-7200	$14,473.00

Sub Total:	$14,473.00
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	~~$14,473.00~~

$12,010.95 KW

Approved By: _____

ORDERED ONLINE
BY: Kristol Valley
DATE: 5/11/15

Page 1 of 1

PO No: 1504337

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504292
05/08/2015
Requested By: kcovian

Vendor:
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CpEd/PHS/LHerrera
Confirmation:

Req No: 154766

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	(40) Latitude CTO 3440 (see attached equote)	$30,056.00	$30,056.00	Y
1.00	Units	Datamation Systems - cart for 40 laptops	$2,954.78	$2,954.78	Y
0.00	Units	Supplemental equipment for student use/presentations	$0.00	$0.00	N

AccountNo	Amount
010-30100-0-11100-10000-44000-307-0000-3420	$35,816.70

Sub Total:	$33,010.78
Total Discount:	$0.00
Tax:	$2,805.92
Freight:	$0.00
Total:	~~$35,816.70~~

$34,821.50

Approved By: _____

CRUPPED ONLINE
BY: Kristy Walley
DATE: 5/14/15

PO No: 1504292

PUSD

Herrera, Larry <herreral@p

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504367
05/13/2015
Requested By: vickijohnson

Vendor: 019437

DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:

Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:

P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:

PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: CPED/MHS/M. Giannetto

Req No: 154852

Confirmation:

Qty	Unit	Description	Unit Price	Total Cost	T
8.00	Each	Dell Latitude Latitude 14, 3000 series. See Attached Quote # 1201482905093	$738.86	$5,910.88	Y
1.00	Units	Eco Fee	$24.00	$24.00	N

Account No	Amount
010-30100-0-11100-10000-44000-305-0000-3420	$6,437.30

Sub Total:	$5,934.88
Total Discount:	$0.00
Tax:	$502.42
Freight:	$0.00
Total:	~~$6,437.30~~

$6214.26 (KW)

Approved By: _____

ORDERED ONLINE
BY: Kristy Valley
DATE: 5/15/15

Page 1 of 1

PO No: 1504367

4/24/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuForThankYou

Page 1 of 4

4/24/2015 12:35:57 PM

Thank you. Your eQuote has been saved!
eQuote # 1021482905093 This eQuote expires on July 23, 2015

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504371
05/13/2015
Requested By: ealvarado

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: SMS/COX
Confirmation:

Req No: 154933

Qty	Unit	Description	Unit Price	Total Cost	T
7.00	Units	DELL LAPTOPS See attached quote # 1018968648593	$738.86	$5,172.02	Y
1.00	Units	Eco Fee	$21.00	$21.00	N

AccountNo	Amount
010-70900-0-11100-10000-44000-205-0000-3486	$5,632.64

Sub Total:	$5,193.02
Total Discount:	$0.00
Tax:	$439.62
Freight:	$0.00
Total:	~~$5,632.64~~

$5437.49

Approved By:

ORDERED ONLINE
BY: Lindsey Dalley
DATE: 5/15/15

Page 1 of 1

PO No: 1504371

4/27/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuForThankYou

Page 1 of 3

4/27/2015 9:53:52 AM
Thank you. Your eQuote has been saved!

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504404
05/13/2015
Requested By: abeltran

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: LCAP/Belle-C.Milinich
Confirmation:

Req No: 154696

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	see attached quote # 1017543856671	$36,962.76	$36,962.76	Y

AccountNo	Amount
010-07200-0-11100-10000-43000-101-0000-7200	$40,104.59

Sub Total:	$36,962.76
Total Discount:	$0.00
Tax:	$3,141.83
Freight:	$0.00
Total:	~~$40,104.59~~

$44,397.54 KW

Approved By: [signature]

Increase OK as per Brad + Dr. G 5/18
see attached! KW

ORDERED ONLINE
BY: [signature]
DATE: 5/18/15

Page 1 of 1

PO No: 1504404

Page 1 of 2

Page 1 of 3

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504439
05/13/2015
Requested By: mcampos

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Business/Doyle/Mr.Ortiz
Confirmation:

Req No: 155030

Qty	Unit	Description	Unit Price	Total Cost	T
6.00	Units	Dell Latitude e5450/5450 BTX Dell Computer	$1,687.61	$10,125.66	Y

AccountNo	Amount
010-07200-0-11100-10000-44000-103-0000-7200	$10,986.34

Sub Total:	$10,125.66
Total Discount:	$0.00
Tax:	$860.68
Freight:	$0.00
Total:	~~$10,986.34~~

$6991.87

Approved By:

ORDERED ONLINE
BY: Lusty Valley
DATE: 5/18/15

Page 1 of 1

PO No: 1504439

4/17/2015 Porterville Unified School District Mail - Fwd: Dell Computer - Saved Quote Information - 1012475851337

PUSD

Page 1 of 5

Ortiz, Ubaldo <uortiz@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504441
05/13/2015
Requested By: relizondo

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: LCAP/MV/RE
Confirmation:

Req No: 155087

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Please see attached quote # 1018961419778 7-1510X Projectors	$4,894.12	$4,894.12	Y
5.00	Units	See attached quote #102319222532 1510X bulbs	$115.49	$577.45	Y
1.00	Units	LCAP	$0.00	$0.00	N

AccountNo	Amount
010-07200-0-11100-10000-44000-107-0000-7200	$5,310.12
010-07200-0-11100-10000-43000-107-0000-7200	$626.53

Sub Total:	$5,471.57
Total Discount:	$0.00
Tax:	$465.08
Freight:	$0.00
Total:	**$5,936.65**

Approved By:

ORDERED ONLINE
BY:
DATE: 5/15/15

Page 1 of 1

PO No: 1504441

4/23/2015 https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuForThankYou

Page 1 of 4

4/23/2015 1:36:15 PM

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504443
05/13/2015
Requested By: mcampos

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: Cp/Ed Mr.Ortiz
Confirmation:

Req No: 155144

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	(PLEASE SEE ATTACHMENT)	$12,840.21	$12,840.21	N

AccountNo	Amount
010-07200-0-11100-10000-44000-103-0000-7200	$12,840.21

Sub Total:	$12,840.21
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$12,840.21**

Approved By: _____

ORDERED ONLINE
BY: [signature]
DATE: 5/18/15

Page 1 of 1

PO No: 1504443

https://www.dell.com/Cart/us/en/RC1049634/Cart/PrintSkuPrintThankYou

5/18/2015

Page 1 of 4

5/18/2015 11:38:51 AM
Thank you. Your eQuote has been saved!
eQuote # 1020360343013. This eQuote expires on August 16, 2015

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504536
05/28/2015
Requested By: mcastro

Vendor: 019437
DELL MARKETING
ATTN: CHERYL RUFFIN
ONE DELL WAY
ROUND ROCK, TX 78682

Bill To:
Porterville Unified School District
600 West Grand Avenue
Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. BOX 910916
PASADENA, CA 91110-0916

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-
559-793-2433

Project No: MAINT. - H. Lerma
Confirmation:

Req No: 155279

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	AS PER ATTACHED QUOTE #1018998745476, Dated 04/28/2015	$1,768.89	$1,768.89	N
0.00	Units	2 OptiPlex 3020 Small Form Factor (BTX)	$0.00	$0.00	N
0.00	Units	1 Dell Dual Monitor Stand MDS14	$0.00	$0.00	N
0.00	Units	2 Dell 20 Monitor E2014H	$0.00	$0.00	N
0.00	Units	1 Dell USB SoundBar AC511	$0.00	$0.00	N

AccountNo	Amount
010-81500-0-00000-81101 44000-703-0000-4631	$1,768.89

Sub Total:	$1,768.89
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	$1,768.89

Approved By:

ORDERED ONLINE
BY:
DATE: 6/9/15

Page 1 of 1

PO No: 1504536

Porterville Unified School District Mail - Fwd: Dell eQuote #:1018998745476 Page 1 of 4

Page 1 of 4

PUSD

Castro, Martha <mcastro@portervilleschools.org>

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504570
06/04/2015
Requested By: pambeth

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: PATHWAY-IMAC
Confirmation:

Req No: 154498

Qty	Unit	Description	Unit Price	Total Cost	T
1.00	Units	Mac mini, AppleCare Protection Plan, keyboard, mouse, iMac, Protection plan, Super Drive, Logic Pro X, Per attached Proposal 2101800876	$3,076.54	$3,076.54	N

AccountNo	Amount
010-35500-0-38000-10000-44000-000-0000-4224	$3,076.54

Sub Total:	$3,076.54
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$3,076.54**

ORDER WILL BE CANCELLED IF NOT RECEIVED BY 6/26/2015

ORDERED ONLINE
BY: [illegible]
DATE: 6/4/15

Approved By: Martha Shelby

Page 1 of 1

PO No: 1504570

Apple Store for Education Institution

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504581
06/08/2015
Requested By: eluna

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: OLIVE-E.LUNA
Confirmation:

Req No: 154718

Qty	Unit	Description	Unit Price	Total Cost	T
13.00	Units	iPad Air 10-pk (as per quote#2000141113)	$5,082.12	$66,067.56	N

AccountNo	Amount
010-07200-0-11100-10000-44000-109-0000-7200	$66,067.56

Sub Total:	$66,067.56
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	$66,067.56

ORDERED ONLINE
BY: [illegible]
DATE: 6/9/15

Approved By: [illegible]

Page 1 of 1

PO No: 1504581

Page 1 of 1

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504581
06/08/2015
Requested By: eluna

Vendor: 013537
APPLE COMPUTER INC.
EDUCATIONAL SALES SUPPORT
MAIL STOP 198-ED
P.O. BOX 149116
AUSTIN, TX 78714-9116

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
P.O. Box 846095
DALLAS, TX 75284-6095

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: OLIVE-E.LUNA
Confirmation:

Req No: 154718

Qty	Unit	Description	Unit Price	Total Cost	T
13.00	Units	iPad Air 10-pk (as per quote#2000141113)	$5,082.12	$66,067.56	N

AccountNo	Amount
010-07200-0-11100-10000-44000-109-0000-7200	$66,067.56

Sub Total:	$66,067.56
Total Discount:	$0.00
Tax:	$0.00
Freight:	$0.00
Total:	**$66,067.56**

ORDERED ONLINE
BY: [illegible]
DATE: 6/9/15

Approved By: [illegible]

Page 1 of 1

PO No: 1504581

Page 1 of 1

Purchase Order

Porterville Unified School District
600 West Grand Avenue
Porterville, CA 93257-0000

PO No: 1504582
06/08/2015
Requested By: eluna

Vendor: 020963
CDW GOVERNMENT INC.
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Bill To:
Porterville Unified School District
600 West Grand Avenue

Porterville CA 93257-0000
(559) 793-2400

Remit To:
75 REMITTANCE DR., SUITE 1515
CHICAGO, IL 60675-1515

Ship To:
PORTERVILLE UNIFIED SCHOOL DISTRICT
534 NORTH "E" STREET
PORTERVILLE, CA 93257-

559-793-2433

Project No: OLIVE-E.LUNA
Confirmation:

Req No: 154730

Qty	Unit	Description	Unit Price	Total Cost	T
130.00	Units	Pad air case as per quote#1BHKWC2	$70.60	$9,178.00	N
35.00	Units	Cyber acoustics quote#1BJGV5T	$25.15	$880.25	Y

AccountNo	Amount
010-07200-0-11100-10000-43000-109-0000-7200	$10,133.07

Sub Total:	$10,058.25
Total Discount:	$0.00
Tax:	$74.82
Freight:	$0.00
Total:	~~$10,133.07~~

$8571.77

ORDERED ONLINE
BY:
DATE

Approved By:

Page 1 of 1

PO No: 1504582

3/2/2015 Checkout: Quote Created
Page 1 of 2

800.808.4239

SECTION NUMBER: 6
Heading: DECLARATION

I, Michelle Rodriguez, Assistant Superintendent, Teaching and Learning of the Santa Ana Unified School District, ("District") declare as follows:

1. I was employed with the District and I have personal knowledge of the costs incurred by the District for the CAASPP program in fiscal year 2014-2015. The information contained in my declaration is from reviewing District business records and my personal knowledge pertaining to the CAASPP program.

2. District's CAASPP 2014-2015 costs were in the amount of $7,479,203.23.

3. The District used Common Core Funding to pay for $6,735,240.08 costs. The funding source for the balance of the expenditures ($743,963.15) was unrestricted general funds.

4. District's CAASPP 2014-2015 costs paid with unrestricted general funds included Personnel costs for $605,710.40 and Training for $64,329.75.

5. The District received CAASPP funding for 2014-2015 in the amount of $73,923.00. This amount was based on the District's test takers in Spring 2014. In Spring 2015 the District had 27,526 students that took the Math CAASPP test and 27,442 students that took the Language Arts CAASPP test. Based upon CDE's February 2015 letter indicating that the 2014-15 reimbursement rates will be similar to the 2013-14 reimbursements, the District estimates that it will receive a similar reimbursement amount for its 2014-15 CAASPP administration as it did for its 2013-14 CAASPP administration. This amount is less than the District's costs for the CAASPP administration.

6. There is a wide range of costs and the supporting documents are voluminous.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: December 4, 2015

MICHELLE RODRIGUEZ
ASSISTANT SUPERINTENDENT, TEACHING & LEARNING
SANTA ANA UNIFIED SCHOOL DISTRICT

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On December 7, 2015, I served the:

> **Claimant Comments**
> *California Assessment of Student Performance and Progress (CAASPP)*,
> 14-TC-01 and 14-TC-04
> Education Code Sections 60602 et al.
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on December 7, 2015 at Sacramento, California.

Lorenzo Duran
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 12/1/15

Claim Number: 14-TC-01 and 14-TC-04

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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915 L Street, Sacramento, Ca
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Amber.Alexander@dof.ca.gov

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Phone: (916) 322-7522
SAquino@sco.ca.gov

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harmeet@calsdrc.com

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andrea.bennett@cetpa.net

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mikeb@sia-us.com

Laurie Bruton, Superintendent, *San Lorenzo Valley Unified School District*
325 Marion Ave, Ben Lomond, CA 95005
Phone: (831) 336-5194
lbruton@slvusd.org

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895 La Sierra Drive, Sacramento, CA 95864
Phone: (916)595-2646
Bburgess@mgtamer.com

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David Cichella, *California School Management Group*
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dcichella@csmcentral.com

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jdaniels@csba.org

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Division of Accounting and Reporting, 3301 C Street, Suite 700, Sacramento, CA 95816
Phone: (916) 322-4320
mdelfin@sco.ca.gov

Andra Donovan, *San Diego Unified School District*
Legal Services Office, 4100 Normal Street, Room 2148, , San Diego, CA 92103
Phone: (619) 725-5630
adonovan@sandi.net

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donna.ferebee@dof.ca.gov

Chris Ferguson, *Department of Finance*
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Chris.Ferguson@dof.ca.gov

Susan Geanacou, *Department of Finance*
915 L Street, Suite 1280, Sacramento, CA 95814

Phone: (916) 445-3274
susan.geanacou@dof.ca.gov

Paul Golaszewski, *Legislative Analyst's Office*
925 L Street, Suite 1000, Sacramento, CA 95814
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Paul.Golaszewski@lao.ca.gov

Robert Groeber, Assistan Superintendent, *Visalia Unified School District*
5000 West Cypress Ave P.O. Box, Visalia, CA 93278-5004
Phone: (559) 730-7529
rgroeber@visalia.k12.ca.us

Wendy Gudalewicz, Superintendent, *Cupertino Union School District*
10301 Vista Drive, Cupertino, CA 95014-2091
Phone: (408) 252-3000
gudalewicz_wendy@cusdk8.org

Rebecca Hamilton, *Department of Finance*
Education Systems Unit, 915 L Street, 7th Floor, Sacramento, CA 95814
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Rebecca.Hamilton@dof.ca.gov

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ed.hanson@dof.ca.gov

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California State Senate, State Capitol Room 5019, Sacramento, CA 95814
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Mark.Ibele@sen.ca.gov

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Education Systems Unit, 915 L Street, Sacramento, CA 95814
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matt.jones@csm.ca.gov

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Phone: (916) 319-8353
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Sarah Koligian, Superintendent, *Tulare Joint Union High School District*
426 North Blackstone, Tulare, CA 93274-4449

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Keith.Nezaam@dof.ca.gov

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andy@nichols-consulting.com

Terry Oestreich, Interim Superintendent, *Plumas County Office of Education/Plumas Unified S*
1446 East Main Street, Quincy, CA 95971
Phone: (530) 283-6500
toestreich@pcoe.k12.ca.us

Don Olson, Superintendent, *Del Norte County Office of Education*
301 W. Washington Blvd, Crescent City, CA 95531
Phone: (707) 464-0200
dolson@delnorte.k12.ca.us

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Claimant Representative
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Education Systems Unit, 915 L Street, 7th Floor, Sacramento, CA 95814
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mollie.quasebarth@dof.ca.gov

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markrewolinski@maximus.com

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sandrareynolds_30@msn.com

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steve@shieldscg.com

Socorro Shiels, Superintendent, *Santa Rosa City Schools*
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Phone: (707) 528-5181
sshiels@srcs.k12.ca.us

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600 West Grand Avenue, Porterville, CA 93257
Phone: (559) 792-2455
jsnavely@portervilleschools.org

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Division of Audits, 3301 C Street, Suite 700, Sacramento, CA 95816
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Division of Accounting and Reporting, 3301 C Street, Suite 700, Sacramento, CA 95816
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1020 N Street, Suite 200, Sacramento, CA
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Amy Tang-Paterno, Educational Fiscal Services Consultant, *California Department of Education*
Government Affairs, 1430 N Street, Suite 5602, Sacramento, CA 95814
Phone: (916) 322-6630
ATangPaterno@cde.ca.gov

Thomas Todd, Assistant Program Budget Manager, *Department of Finance*
Education Systems Unit, 915 L Street, 7th Floor, Sacramento, CA 95814
Phone: (916) 445-0328
Thomas.Todd@dof.ca.gov

Jolene Tollenaar, *MGT of America*
2251 Harvard Street, Suite 134, Sacramento, CA 95815
Phone: (916) 443-411
jolene_tollenaar@mgtamer.com

Brian Uhler, *Legislative Analyst's Office*
925 L Street, Suite 1000, Sacramento, CA 95814
Phone: (916) 319-8328
brian.uhler@lao.ca.gov

Marichi Valle, *San Jose Unified School District*

855 Lenzen Avenue, San Jose, CA 95126
Phone: (408) 535-6141
mvalle@sjusd.org

Ronald D. Wenkart, General Counsel, *Orange County Department of Education*
200 Kalmus Drive P.O. Box, Costa Mesa, CA 92628-9050
Phone: (714) 966-4220
rwenkart@ocde.us

Judy D. White, Superintendent, *Moreno Valley Unified School District*
25634 Alessandro Blvd, Moreno Valley, CA 92553
Phone: (915) 571-7500
jdwhite@mvusd.net

Test Claim: California Assessment of Student Performance and Progress (CAASPP II)
Claimants: Santa Ana Unified School District, Porterville Unified School District, Plumas Unified School District, Plumas County Office of Education
Section: 6 – Santa Ana Unified School District Declaration- Michelle Rodriguez

RECEIVED
December 17, 2015
Commission on State Mandates

LATE FILING

SECTION NUMBER: 6
Heading: DECLARATION

I, Michelle Rodriguez, Assistant Superintendent, Teaching and Learning, for the Santa Unified School District, ("District") declare as follows:

1. I was employed with the District and I have personal knowledge of the costs incurred by the District for the CAASPP program in fiscal year 2014-2015. The information contained in my declaration is from reviewing District business records and my personal knowledge pertaining to the CAASPP program.

2. Total CAASPP 2014-2015 costs were in the amount of $7,479,203.23.

3. Attached to my declaration sample purchase orders and invoices for 2014-15 CAASPP expenditures totaling $6,187,469.86. The supporting documents for the costs are voluminous.

4. We had several key staff members out of the office when I submitted my previous declaration dated December 4, 2015. At that time I was unable to provide the attached purchase orders and invoices at that time.

I certify by my signature below, under penalty of perjury under the laws of the State of California, that the statements made in this document are true and complete to the best of my own personal knowledge or information and belief.

Dated: December 16, 2015

MICHELLE RODRIGUEZ
ASSISTANT SUPERINTENDENT
SANTA ANA UNIFIED SCHOOL DISTRICT

84 197294

NON-NEGOTIABLE

Payment Date:Sep 10, 2014

AREY JONES EDUCATIONAL SOLUTIONS

Vendor #:104023

Invoice: 0112755-IN	Invoice Date: Aug 15, 2014	***3,576.25
Invoice: 0112965-IN	Invoice Date: Aug 21, 2014	***3,173.92
Invoice: 0113066-IN	Invoice Date: Aug 28, 2014	***1,864.48
Invoice: 0113067-IN	Invoice Date: Aug 28, 2014	***1,864.48
Invoice: 0113209-IN	Invoice Date: Aug 28, 2014	***935.66
Invoice: 0113217-IN	Invoice Date: Aug 28, 2014	***14,304.96

Check Number: 84197294

Total: *** 25,719.75

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 197294

56-382
412

Twenty-Five Thousand Seven Hundred Nineteen Dollars And Seventy-Five Cents**********

9600058619

Security Protect
PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.

84197294 Sep 10, 2014

Pay To The Order of

AREY JONES EDUCATIONAL SOLUTIONS
PO BOX 507404
SAN DIEGO,CA 92150 7404
US

FUND D01

AMOUNT *****25,719.75

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84197294⑈ ⑆041203824⑆ 9600058619⑈

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0113066-IN
INVOICE DATE: 8/28/2014

ORDER NUMBER: 0087281
ORDER DATE: 7/30/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310916	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-108						
D5D93AVK-SAUSD	EACH	1	1	0	1,722.67	1,722.67
HP ZBOOK 17 MOBILE WORKSTATION		WHSE: 007				
D5D93AV	EACH	1	1	0	0.00	0.00
HP ZBOOK 17 MOBILE WORKSTATION		WHSE: 007				
SERIAL DISTRIBUTION:		CND43122L2				
F3S17AV#ABA	EACH	1	1	0	0.00	0.00
Windows 8 Pro 64-bit Ed MSNA U		WHSE: 007				
D8T76AV	EACH	1	1	0	0.00	0.00
Intel Core i7-4700MQ Quad Core		WHSE: 007				
D5U79AV	EACH	1	1	0	0.00	0.00
Core i7-13 BLU Label		WHSE: 007				
XU980AV	EACH	1	1	0	0.00	0.00
HP ESTAR LABEL		WHSE: 007				
FM666AV	EACH	1	1	0	0.00	0.00
HP CENTRINO VPRO PROCESSOR TEC		WHSE: 007				
D5Y98AV	EACH	1	1	0	0.00	0.00
17.3-inch LED FHD WVA Anti-Gla		WHSE: 007				
D6B00AV	EACH	1	1	0	0.00	0.00
WEBCAM Integrated 720p HD		WHSE: 007				
D7Z20AV	EACH	1	1	0	0.00	0.00
NVIDIA Quadro K610M with 1 GB		WHSE: 007				
D6A93AV	EACH	1	1	0	0.00	0.00
16GB 1600MHz DDR3L 2DM		WHSE: 007				
C5N40AV	EACH	1	1	0	0.00	0.00
500GB 7200rpm hard drive		WHSE: 007				
D6A90AV	EACH	1	1	0	0.00	0.00
MISC No Flash		WHSE: 007				
D7H16AV	EACH	1	1	0	0.00	0.00
DVD+/-RW SuperMulti DL		WHSE: 007				
D5E13AV#ABA	EACH	1	1	0	0.00	0.00
Dual Point Backlit with numeri		WHSE: 007				

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113066-IN
INVOICE DATE: 8/28/2014

ORDER NUMBER: 0087281
ORDER DATE: 7/30/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310916	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
D4J70AV	EACH	1	1	0	0.00	0.00
Intel 6235 abgn 2x2 +Bluetooth			WHSE: 007			
D6N24AV	EACH	1	1	0	0.00	0.00
No WWAN - Required selection i			WHSE: 007			
F1Y92AV	EACH	1	1	0	0.00	0.00
No Fingerprint Reader			WHSE: 007			
D5E12AV#ABA	EACH	1	1	0	0.00	0.00
20 Watt Smart AC Adapter US			WHSE: 007			
C5N50AV	EACH	1	1	0	0.00	0.00
8-cell 75 WHr Long Life			WHSE: 007			
D5Z88AV#ABA	EACH	1	1	0	0.00	0.00
3/3/3 Warranty			WHSE: 007			
D6A09AV	EACH	1	1	0	0.00	0.00
Win8 Driver DVD - Only availab			WHSE: 007			
EWRFL15+	EACH	1	1	0	4.00	4.00
ELECTRONIC WASTE RECYCLING FEE			WHSE: 007			

LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	1,722.67
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	4.00
Sales Tax:	137.81
Invoice Total:	**1,864.48**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0087281
BATCH NO: 52024
INVOICE NO: 0113066
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
8/21/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
310916	8/21/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE#	CTH14-108					
1	1	0	D5D93AVK-SAUSD	HP ZBOOK 17 MOBILE WORKSTATION		
1	1	0	D5D93AV	HP ZBOOK 17 MOBILE WORKSTATION		
	SERIAL DISTRIBUTION: CND43122L2					
1	1	0	F3S17AV#ABA	Windows 8 Pro 64-bit Ed MSNA U		
1	1	0	D8T76AV	Intel Core i7-4700MQ Quad Core		
1	1	0	D5U79AV	Core i7-13 BLU Label		
1	1	0	XU980AV	HP ESTAR LABEL		
1	1	0	FM666AV	HP CENTRINO VPRO PROCESSOR TEC		
1	1	0	D5Y98AV	17.3-inch LED FHD WVA Anti-Gla		
1	1	0	D6B00AV	WEBCAM Integrated 720p HD		
1	1	0	D7Z20AV	NVIDIA Quadro K610M with 1 GB		
1	1	0	D6A93AV	16GB 1600MHz DDR3L 2DM		
1	1	0	C5N40AV	500GB 7200rpm hard drive		
1	1	0	D6A90AV	MISC No Flash		
1	1	0	D7H16AV	DVD+/-RW SuperMulti DL		
1	1	0	D5E13AV#ABA	Dual Point Backlit with numeri		
1	1	0	D4J70AV	Intel 6235 abgn 2x2 +Bluetooth		
1	1	0	D6N24AV	No WWAN - Required selection i		
1	1	0	F1Y92AV	No Fingerprint Reader		
1	1	0	D5E12AV#ABA	20 Watt Smart AC Adapter US		
1	1	0	C5N50AV	8-cell 75 WHr Long Life		
1	1	0	D5Z88AV#ABA	3/3/3 Warranty		
1	1	0	D6A09AV	Win8 Driver DVD - Only availab		
1	1	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						

RECEIPT # 1
QUANTITY
SIGNED BY Joe Carl
DATE 8/28/14

Print Date: 8/21/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

310916-2

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
30-JUL-14	15-AUG-14	Destination	Immediate	164689	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	CA Electronic Waste Fee	4.00	$4.00
2	1	EACH	HP ZBook 17 Mobile Workstation QUOTE # CTH14-108	1722.67	$1,722.67

SCHOOL/DEPARTMENT: Young, Stanley -Santa Ana High

Account Number	Encumbrance		
010808-0-6200-2700-4400-027	$1,864.48	**Sub-Total**	$1,726.67
		Tax	$137.81
		Total	$1,864.48

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0112755-IN
INVOICE DATE: 8/15/2014

ORDER NUMBER: 0086783
ORDER DATE: 7/10/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310239	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-152						
D3Q02AVK-SAUSD	EACH	3	3	0	1,101.00	3,303.00
HP EliteBook Folio 9470m 14.0"		WHSE: 007				
D3Q02AV	EACH	3	3	0	0.00	0.00
HP EliteBook Folio 9470m 14.0"		WHSE: 007				
SERIAL DISTRIBUTION:		CNU429CBB9	CNU429CBBF		CNU429CBBK	
C3G47AV#ABA	EACH	3	3	0	0.00	0.00
WINDOWS 8 64		WHSE: 007				
C1A23AV	EACH	3	3	0	0.00	0.00
WIN 8 LOGO STANDARD LABEL		WHSE: 007				
C7C64AV	EACH	3	3	0	0.00	0.00
Intel Core i5 Ulb Silver Label		WHSE: 007				
C7S06AV	EACH	3	3	0	0.00	0.00
Intel Ultrabook Silver US Labe		WHSE: 007				
XU979AV	EACH	3	3	0	0.00	0.00
HP ESTAR LABEL		WHSE: 007				
FG972AV	EACH	3	3	0	0.00	0.00
NO VPRO TECHNOLOGY SUPPORT		WHSE: 007				
33L12AV	EACH	3	3	0	0.00	0.00
HP 14.0-inch Diagonal LED-back		WHSE: 007				
37T00AV	EACH	3	3	0	0.00	0.00
HP Integrated HD Webcam		WHSE: 007				
33L24AV	EACH	3	3	0	0.00	0.00
HP 8GB 1600 MHz DDR3 SDRAM (2D		WHSE: 007				
37S99AV	EACH	3	3	0	0.00	0.00
HP 180GB SATA III SSD 9470m		WHSE: 007				
C4W74AV	EACH	3	3	0	0.00	0.00
NO FLASH CACHE		WHSE: 007				
39C85AV#ABA	EACH	3	3	0	0.00	0.00
HP DualPoint Backlit Keyboard		WHSE: 007				
37T04AV	EACH	3	3	0	0.00	0.00
Intel Centrino Advanced-N 6205		WHSE: 007				

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0112755-IN
INVOICE DATE: 8/15/2014

ORDER NUMBER: 0086783
ORDER DATE: 7/10/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310239	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
37T03AV	EACH	3	3	0	0.00	0.00
No HP Mobile Broadband		WHSE: 007				
37T07AV	EACH	3	3	0	0.00	0.00
Integrated Fingerprint Reader		WHSE: 007				
37T46AV#ABA	EACH	3	3	0	0.00	0.00
HP 45W Hardware Kit		WHSE: 007				
33L21AV	EACH	3	3	0	0.00	0.00
HP 4-cell (52 WHr) Lithium-Ion		WHSE: 007				
37T11AV#ABA	EACH	3	3	0	0.00	0.00
HP 3/3/0 Warranty		WHSE: 007				
C3G54AV	EACH	3	3	0	0.00	0.00
HP Drivers for Windows 8		WHSE: 007				
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
EWRFL14	EACH	3	3	0	3.00	9.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

Net Invoice:	3,303.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	9.00
Sales Tax:	264.25
Invoice Total:	**3,576.25**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0086783
BATCH NO: 51881
INVOICE NO: 0112755
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
8/13/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
310239	8/13/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-152						
3	3	0	D3Q02AVK-SAUSD	HP EliteBook Folio 9470m 14.0"		
3	3	0	D3Q02AV	HP EliteBook Folio 9470m 14.0"		
	SERIAL DISTRIBUTION: CNU429CBB9			CNU429CBBF CNU429CBBK		
3	3	0	C3G47AV#ABA	WINDOWS 8 64		
3	3	0	C1A23AV	WIN 8 LOGO STANDARD LABEL		
3	3	0	C7C64AV	Intel Core i5 Ulb Silver Label		
3	3	0	C7S06AV	Intel Ultrabook Silver US Labe		
3	3	0	XU979AV	HP ESTAR LABEL		
3	3	0	FG972AV	NO VPRO TECHNOLOGY SUPPORT		
3	3	0	B3L12AV	HP 14.0-inch Diagonal LED-back		
3	3	0	B7T00AV	HP Integrated HD Webcam		
3	3	0	B3L24AV	HP 8GB 1600 MHz DDR3 SDRAM (2D		
3	3	0	B7S99AV	HP 180GB SATA III SSD 9470m		
3	3	0	C4W74AV	NO FLASH CACHE		
3	3	0	B9C85AV#ABA	HP DualPoint Backlit Keyboard		
3	3	0	B7T04AV	Intel Centrino Advanced-N 6205		
3	3	0	B7T03AV	No HP Mobile Broadband		
3	3	0	B7T07AV	Integrated Fingerprint Reader		
3	3	0	B7T46AV#ABA	HP 45W Hardware Kit		
3	3	0	B3L21AV	HP 4-cell (52 WHr) Lithium-Ion		
3	3	0	B7T11AV#ABA	HP 3/3/0 Warranty		
3	3	0	C3G54AV	HP Drivers for Windows 8		
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
3	3	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		

RECEIPT # 3 BXS
QUANTITY
SIGNED BY
DATE 8-19-14

Print Date: 8/13/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

310239

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
09-JUL-14	09-JUL-14	Destination	Immediate	163076	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	3	EACH	HP Elite Book Folio 9470m Ultrabook Quote#CTH14-152	1101.00	$3,303.00
2		DOLLAR	E-WASTE FEE	1.00	$9.00

SCHOOL/DEPARTMENT: Villamar, Elvira Cervantes -Monroe Elementary

Account Number	Encumbrance		
		Sub-Total	$3,312.00
013010-0-1110-1000-4400-064	$3,576.24	**Tax**	$264.24
		Total	$3,576.24

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113209-IN
INVOICE DATE: 8/28/2014

ORDER NUMBER: 0087130
ORDER DATE: 7/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
SANTA ANA, CA 92701

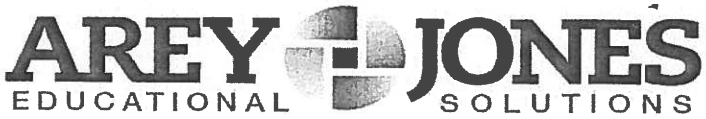
SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310743	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-2000/CT14-2000						
G7B83UP#ABAK-SA	EACH	1	1	0	651.90	651.90
HP ProDesk 600 G1 SFF Desktop		WHSE: 007				
G7B83UP#ABA	EACH	1	1	0	0.00	0.00
HP ProDesk 600 G1 SFF Desktop		WHSE: 007				
SERIAL DISTRIBUTION:		MXL4323915				
BMS-MBS-UNV	EACH	1	1	0	0.00	0.00
BMS UNIVERSAL LOCKDOWN		WHSE: 007				
C9F26AA#ABA	EACH	1	1	0	0.00	0.00
HP ProDisplay P201 20" LED MON		WHSE: 007				
SERIAL DISTRIBUTION:		3CQ424356N				
NQ576AA	EACH	1	1	0	0.00	0.00
HP LCD SPEAKER BAR (BLACK)		WHSE: 007				
EWRFL15+	EACH	1	1	0	4.00	4.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
QUOTE# CT11-2008 & 2009						
C9V76AA#ABA	EACH	1	1	0	207.05	207.05
HP EliteDisplay E221 21.5" LED		WHSE: 007				
SERIAL DISTRIBUTION:		CNK42400Y7				
EWRFL15+	EACH	1	1	0	4.00	4.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				
PLACE ASSET TAG.						

INVOICE



INVOICE NUMBER: 0113209-IN
INVOICE DATE: 8/28/2014

ORDER NUMBER: 0087130
ORDER DATE: 7/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
SANTA ANA, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310743	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	858.95
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	8.00
Sales Tax:	68.71
Invoice Total:	**935.66**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0087130
BATCH NO: 52082
INVOICE NO: 0113209
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
SANTA ANA, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
310743	8/26/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-2000/CT14-2000						
1	1	0	G7B83UP#ABAK-SA	HP ProDesk 600 G1 SFF Desktop		
1	1	0	G7B83UP#ABA	HP ProDesk 600 G1 SFF Desktop		
SERIAL DISTRIBUTION: MXL4323915						
1	1	0	BMS-MBS-UNV	BMS UNIVERSAL LOCKDOWN		
1	1	0	C9F26AA#ABA	HP ProDisplay P201 20" LED MON		
SERIAL DISTRIBUTION: 3CQ424356N						
1	1	0	NQ576AA	HP LCD SPEAKER BAR (BLACK)		
1	1	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
QUOTE# CT11-2008 & 2009						
1	1	0	C9V76AA#ABA	HP EliteDisplay E221 21.5" LED		
SERIAL DISTRIBUTION: CNK42400Y7						
1	1	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
PLACE ASSET TAG.						

RECEIPT # 4 BXS
QUANTITY
SIGNED BY JOE
DATE 8-28-14

Print Date: 8/26/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

310743

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
28-JUL-14	28-JUL-14	Destination	Immediate	164589	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH1	EWASTE FEE PC	4.00	$4.00
2	1	EACH1	EWASTE FEE MONITOR	4.00	$4.00
3	1	EACH1	Item 1. Desktop Computer System (Small Form Factor) HP Pro desk 600 G1 small from factor desktop PC Quote #CTH14-2000	651.90	$651.90
4	1	EACH1	Item 7. Computer peripherals and related items D. 22" Flat panel monitor wide screen Quote # CTH14-2009	207.05	$207.05

SCHOOL/DEPARTMENT: Ponce, Patricia -Sausd District Office

Account Number	Encumbrance		
010030-0-0011-7340-4400-040	$935.66	**Sub-Total**	$866.95
		Tax	$68.71
		Total	$935.66

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113067-IN
INVOICE DATE: 8/28/2014

ORDER NUMBER: 0087282
ORDER DATE: 7/30/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

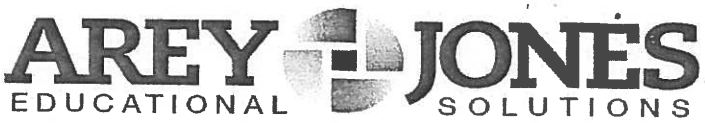
CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310918	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-108						
D5D93AVK-SAUSD	EACH	1	1	0	1,722.67	1,722.67
HP ZBOOK 17 MOBILE WORKSTATION		WHSE: 007				
D5D93AV	EACH	1	1	0	0.00	0.00
HP ZBOOK 17 MOBILE WORKSTATION		WHSE: 007				
SERIAL DISTRIBUTION:		CND43122L1				
F3S17AV#ABA	EACH	1	1	0	0.00	0.00
Windows 8 Pro 64-bit Ed MSNA U		WHSE: 007				
D8T76AV	EACH	1	1	0	0.00	0.00
Intel Core i7-4700MQ Quad Core		WHSE: 007				
D5U79AV	EACH	1	1	0	0.00	0.00
Core i7-13 BLU Label		WHSE: 007				
XU980AV	EACH	1	1	0	0.00	0.00
HP ESTAR LABEL		WHSE: 007				
FM666AV	EACH	1	1	0	0.00	0.00
HP CENTRINO VPRO PROCESSOR TEC		WHSE: 007				
D5Y98AV	EACH	1	1	0	0.00	0.00
17.3-inch LED FHD WVA Anti-Gla		WHSE: 007				
D6B00AV	EACH	1	1	0	0.00	0.00
WEBCAM Integrated 720p HD		WHSE: 007				
D7Z20AV	EACH	1	1	0	0.00	0.00
NVIDIA Quadro K610M with 1 GB		WHSE: 007				
D6A93AV	EACH	1	1	0	0.00	0.00
16GB 1600MHz DDR3L 2DM		WHSE: 007				
C5N40AV	EACH	1	1	0	0.00	0.00
500GB 7200rpm hard drive		WHSE: 007				
D6A90AV	EACH	1	1	0	0.00	0.00
MISC No Flash		WHSE: 007				
D7H16AV	EACH	1	1	0	0.00	0.00
DVD+/-RW SuperMulti DL		WHSE: 007				
D5E13AV#ABA	EACH	1	1	0	0.00	0.00
Dual Point Backlit with numeri		WHSE: 007				

CONTINUED

INVOICE



INVOICE NUMBER: 0113067-IN
INVOICE DATE: 8/28/2014

ORDER NUMBER: 0087282
ORDER DATE: 7/30/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310918	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
D4J70AV	EACH	1	1	0	0.00	0.00
Intel 6235 abgn 2x2 +Bluetooth			WHSE: 007			
D6N24AV	EACH	1	1	0	0.00	0.00
No WWAN - Required selection i			WHSE: 007			
F1Y92AV	EACH	1	1	0	0.00	0.00
No Fingerprint Reader			WHSE: 007			
D5E12AV#ABA	EACH	1	1	0	0.00	0.00
20 Watt Smart AC Adapter US			WHSE: 007			
C5N50AV	EACH	1	1	0	0.00	0.00
8-cell 75 WHr Long Life			WHSE: 007			
D5Z88AV#ABA	EACH	1	1	0	0.00	0.00
3/3/3 Warranty			WHSE: 007			
D6A09AV	EACH	1	1	0	0.00	0.00
Win8 Driver DVD - Only availab			WHSE: 007			
EWRFL15+	EACH	1	1	0	4.00	4.00
ELECTRONIC WASTE RECYCLING FEE			WHSE: 007			

LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	1,722.67
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	4.00
Sales Tax:	137.81
Invoice Total:	**1,864.48**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0087282
BATCH NO: 52024
INVOICE NO: 0113067
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
8/21/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310918	8/21/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE#	CTH14-108					
1	1	0	D5D93AVK-SAUSD	HP ZBOOK 17 MOBILE WORKSTATION		
1	1	0	D5D93AV	HP ZBOOK 17 MOBILE WORKSTATION		
	SERIAL DISTRIBUTION: CND43122L1					
1	1	0	F3S17AV#ABA	Windows 8 Pro 64-bit Ed MSNA U		
1	1	0	D8T76AV	Intel Core i7-4700MQ Quad Core		
1	1	0	D5U79AV	Core i7-13 BLU Label		
1	1	0	XU980AV	HP ESTAR LABEL		
1	1	0	FM666AV	HP CENTRINO VPRO PROCESSOR TEC		
1	1	0	D5Y98AV	17.3-inch LED FHD WVA Anti-Gla		
1	1	0	D6B00AV	WEBCAM Integrated 720p HD		
1	1	0	D7Z20AV	NVIDIA Quadro K610M with 1 GB		
1	1	0	D6A93AV	16GB 1600MHz DDR3L 2DM		
1	1	0	C5N40AV	500GB 7200rpm hard drive		
1	1	0	D6A90AV	MISC No Flash		
1	1	0	D7H16AV	DVD+/-RW SuperMulti DL		
1	1	0	D5E13AV#ABA	Dual Point Backlit with numeri		
1	1	0	D4J70AV	Intel 6235 abgn 2x2 +Bluetooth		
1	1	0	D6N24AV	No WWAN - Required selection i		
1	1	0	F1Y92AV	No Fingerprint Reader		
1	1	0	D5E12AV#ABA	20 Watt Smart AC Adapter US		
1	1	0	C5N50AV	8-cell 75 WHr Long Life		
1	1	0	D5Z88AV#ABA	3/3/3 Warranty		
1	1	0	D6A09AV	Win8 Driver DVD - Only availab		
1	1	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						

RECEIPT # 1
QUANTITY
SIGNED BY
DATE 8/28/14

Print Date: 8/21/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

310918-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
30-JUL-14	15-AUG-14	Destination	Immediate	164688	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	CA Electronic Waste Fee	4.00	$4.00
2	1	EACH	HP ZBook 17 Mobile Workstation QUOTE # CTH14-108	1722.67	$1,722.67

SCHOOL/DEPARTMENT: Young, Stanley -Santa Ana High

Account Number	Encumbrance		
010808-0-6200-2700-4400-027	$1,726.67	**Sub-Total**	$1,726.67
		Tax	$0.00
		Total	$1,726.67

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113217-IN
INVOICE DATE: 8/28/2014

ORDER NUMBER: 0087260
ORDER DATE: 7/30/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310917	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-152						
D3Q02AVK-SAUSD	EACH	12	12	0	1,101.00	13,212.00
HP EliteBook Folio 9470m 14.0"		WHSE: 007				
D3Q02AV	EACH	12	12	0	0.00	0.00
HP EliteBook Folio 9470m 14.0"		WHSE: 007				
SERIAL DISTRIBUTION:		CNU432BXW5	CNU432BXWF		CNU432BXWR	
SERIAL DISTRIBUTION:		CNU432BXWW	CNU432BXX1		CNU432BXX6	
SERIAL DISTRIBUTION:		CNU432BXXJ	CNU432BXXN		CNU432BXXQ	
SERIAL DISTRIBUTION:		CNU432BXXW	CNU432BXY6		CNU432BXYY	
C3G47AV#ABA	EACH	12	12	0	0.00	0.00
WINDOWS 8 64		WHSE: 007				
C1A23AV	EACH	12	12	0	0.00	0.00
WIN 8 LOGO STANDARD LABEL		WHSE: 007				
C7C64AV	EACH	12	12	0	0.00	0.00
Intel Core i5 Ulb Silver Label		WHSE: 007				
C7S06AV	EACH	12	12	0	0.00	0.00
Intel Ultrabook Silver US Labe		WHSE: 007				
CU979AV	EACH	12	12	0	0.00	0.00
HP ESTAR LABEL		WHSE: 007				
G972AV	EACH	12	12	0	0.00	0.00
NO VPRO TECHNOLOGY SUPPORT		WHSE: 007				
3L12AV	EACH	12	12	0	0.00	0.00
HP 14.0-inch Diagonal LED-back		WHSE: 007				
7T00AV	EACH	12	12	0	0.00	0.00
HP Integrated HD Webcam		WHSE: 007				
3L24AV	EACH	12	12	0	0.00	0.00
HP 8GB 1600 MHz DDR3 SDRAM (2D		WHSE: 007				
7S99AV	EACH	12	12	0	0.00	0.00
HP 180GB SATA III SSD 9470m		WHSE: 007				
4W74AV	EACH	12	12	0	0.00	0.00
NO FLASH CACHE		WHSE: 007				
9C85AV#ABA	EACH	12	12	0	0.00	0.00
HP DualPoint Backlit Keyboard		WHSE: 007				

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113217-IN
INVOICE DATE: 8/28/2014

ORDER NUMBER: 0087260
ORDER DATE: 7/30/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310917	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
37T04AV	EACH	12	12	0	0.00	0.00
Intel Centrino Advanced-N 6205			WHSE: 007			
37T03AV	EACH	12	12	0	0.00	0.00
No HP Mobile Broadband			WHSE: 007			
37T07AV	EACH	12	12	0	0.00	0.00
Integrated Fingerprint Reader			WHSE: 007			
37T46AV#ABA	EACH	12	12	0	0.00	0.00
HP 45W Hardware Kit			WHSE: 007			
33L21AV	EACH	12	12	0	0.00	0.00
HP 4-cell (52 WHr) Lithium-Ion			WHSE: 007			
37T11AV#ABA	EACH	12	12	0	0.00	0.00
HP 3/3/0 Warranty			WHSE: 007			
C3G54AV	EACH	12	12	0	0.00	0.00
HP Drivers for Windows 8			WHSE: 007			
EWRFL14	EACH	12	12	0	3.00	36.00
ELECTRONIC WASTE RECYCLING FEE			WHSE: 007			

WSCA.
LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	13,212.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	36.00
Sales Tax:	1,056.96
Invoice Total:	**14,304.96**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0087260
BATCH NO: 52082
INVOICE NO: 0113217
CUSTOMER NO: 0013941

164672

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310917	8/26/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-152						
12	12	0	D3Q02AVK-SAUSD	HP EliteBook Folio 9470m 14.0"		
12	12	0	D3Q02AV	HP EliteBook Folio 9470m 14.0"		
	SERIAL DISTRIBUTION: CNU432BXW5			CNU432BXWF CNU432BXWR		
	SERIAL DISTRIBUTION: CNU432BXWW			CNU432BXX1 CNU432BXX6		
	SERIAL DISTRIBUTION: CNU432BXXJ			CNU432BXXN CNU432BXXQ		
	SERIAL DISTRIBUTION: CNU432BXXW			CNU432BXY6 CNU432BXYY		
12	12	0	C3G47AV#ABA	WINDOWS 8 64		
12	12	0	C1A23AV	WIN 8 LOGO STANDARD LABEL		
12	12	0	C7C64AV	Intel Core i5 Ulb Silver Label		
12	12	0	C7S06AV	Intel Ultrabook Silver US Labe		
12	12	0	XU979AV	HP ESTAR LABEL		
12	12	0	FG972AV	NO VPRO TECHNOLOGY SUPPORT		
12	12	0	B3L12AV	HP 14.0-inch Diagonal LED-back		
12	12	0	B7T00AV	HP Integrated HD Webcam		
12	12	0	B3L24AV	HP 8GB 1600 MHz DDR3 SDRAM (2D		
12	12	0	B7S99AV	HP 180GB SATA III SSD 9470m		
12	12	0	C4W74AV	NO FLASH CACHE		
12	12	0	B9C85AV#ABA	HP DualPoint Backlit Keyboard		
12	12	0	B7T04AV	Intel Centrino Advanced-N 6205		
12	12	0	B7T03AV	No HP Mobile Broadband		
12	12	0	B7T07AV	Integrated Fingerprint Reader		
12	12	0	B7T46AV#ABA	HP 45W Hardware Kit		
12	12	0	B3L21AV	HP 4-cell (52 WHr) Lithium-Ion		
12	12	0	B7T11AV#ABA	HP 3/3/0 Warranty		
12	12	0	C3G54AV	HP Drivers for Windows 8		
12	12	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						

RECEIVED
QUANTITY 12 BXS
SIGNED BY
DATE 8/28-14

Print Date: 8/26/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

310917

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
30-JUL-14	01-AUG-14	Destination	Immediate	164672	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	12	EACH	E- waste	3.00	$36.00
2	12	EACH	HP Elitebook folio 9470cm Ultrabook QUOTE # CTH14-152	1101.00	$13,212.00

SCHOOL/DEPARTMENT: Vaglienty, Anita -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$13,248.00
015640-0-5770-3120-4400-015	$14,304.96	**Tax**	$1,056.96
		Total	$14,304.96

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0112965-IN
INVOICE DATE: 8/21/2014

ORDER NUMBER: 0087129
ORDER DATE: 7/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310742	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH11-2003/CT14-2003						
G6N55UP#ABA	EACH	4	4	0	731.00	2,924.00
HP PROBOOK 650 G1 15.6" NOTEBO		WHSE: 007				
SERIAL DISTRIBUTION:		5CG43120PZ	5CG43120Q2		5CG43120Q6	
SERIAL DISTRIBUTION:		5CG43120YX				
EWRFL15+	EACH	4	4	0	4.00	16.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	2,924.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	16.00
Sales Tax:	233.92
Invoice Total:	**3,173.92**

PACKING LIST

SALES ORDER NO: 0087129
BATCH NO: 51956
INVOICE NO: 0112965
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
8/19/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
310742	8/19/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH11-2003/CT14-2003						
4	4	0	G6N55UP#ABA	HP PROBOOK 650 G1 15.6" NOTEBO		
	SERIAL DISTRIBUTION: 5CG43120PZ			5CG43120Q2 5CG43120Q6		
	SERIAL DISTRIBUTION: 5CG43120YX					
4	4	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						

RECEIPT #
QUANTITY 4 boxes
SIGNED BY
DATE 8/25/14

310742

Print Date: 8/19/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

310742

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
28-JUL-14	25-JUL-14	Destination	Immediate	164523	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	4	EACH	LAPTOP COMPUTER SYSTEM - STANDARD MODEL Quotation No. CTH11-2003 Model Name: HP ProBook 650 G1 Notebook PC	731.00	$2,924.00
2	4	EACH	eWaste Fee	4.00	$16.00

SCHOOL/DEPARTMENT: Barajas, Angelica -Sausd District Office

Account Number	Encumbrance		
015640-0-5773-1190-4400-014	$3,173.92	**Sub-Total**	$2,940.00
		Tax	$233.92
		Total	$3,173.92

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

84197451

NON-NEGOTIABLE

Payment Date:Sep 17, 2014 | DELL MARKETING L.P. | Vendor #:104131

Invoice: xjf8n4966 | Invoice Date: Aug 1, 2014 | ***1,776.00

Check Number: 84197451

Total: *** 433,325.71

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.

84 197451

56-382

Four Hundred Thirty-Three Thousand Three Hundred Twenty-Five Dollars And Seventy-One Cents**********

9600058619

Security Protect

PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.

84197451 Sep 17, 2014

Pay To The Order of

DELL MARKETING L.P.
103131
PO BOX 910916
c/o DELL USA L.P.
PASADENA,CA 91110-0916
US

FUND: D01

AMOUNT: *****433,325.71

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84197451⑈ ⑆041203824⑆ 9600058619⑈

1382

84 197450

NON-NEGOTIABLE

Payment Date:Sep 17, 2014

DELL MARKETING L.P.

Vendor #:104131

Invoice: xjj1c8p18	Invoice Date: Aug 1, 2014	***2,466.00
Invoice: xjj1k1174	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k11n3	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k1692	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k16r3	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k1932	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k1975	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k19c9	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k19m6	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k19n4	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k1c67	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k1d71	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3536	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k35k3	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3712	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3798	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3931	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3974	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k39m5	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3c31	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3ck9	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3mx6	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1k3n92	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1kmdc8	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1kmdp5	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1kmf79	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1kmff2	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1kmwc2	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1kmx24	Invoice Date: Aug 1, 2014	***14,795.99
Invoice: xjj1kmxf9	Invoice Date: Aug 1, 2014	***14,795.99

Check Number: 84197450

Total: *** .00

********** VOID ********** ********** VOID ********** NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 197450

56-382
412

********** VOID ********** ********** VOID **********

9600058619

Security Protect
PRESS, RUB, OR BREATHE HERE. RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.

Pay To The Order of

FUND

AMOUNT

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84197450⑈ ⑆041203824⑆ 9600058619⑈

This is your INVOICE

FID Number: 74-2616805
Sales Rep: JEFF DAHLMAN
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

Customer Number: 15223755
Purchase Order: 301375
Order Number: 639178348
Order Date: 06/16/14

26 01 O 01 00 N

Invoice Number: XJF8N4966

Invoice Date: 06/18/14
Payment Terms: NET DUE 30 DAYS
Due Date: 07/18/14
Shipped Via: OTHER
Waybill Number: 1109704

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
SANTA ANA USD
750 N FAIRVIEW ST
MAIN RECEIVING WHSE
SANTA ANA, CA 927031838

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
64	64	A7611038	GOOGLE CHROME OS MANAGEMENT CO NSOLE LICENSE, EDUCATION	EA	27.75	1,776.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	1,776.00
Taxable		Tax	
$	0.00	$	0.00
ENVIRO FEE		$	0.00
Invoice Total		$	1,776.00

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJF8N4966
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 301375
Order Number: 639178348

Ship. &/or Handling		$	0.00
Subtotal		$	1,776.00
Taxable		Tax	
$	0.00	$	0.00
ENVIRO FEE		$	0.00
Invoice Total		$	1,776.00
		$	
		$	
		$	
Balance Due		$	1,776.00
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJF8N4966000000000017762600152237558

1384

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664226863
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1C8P18

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: FEDEX GROUND
Waybill Number: 535766599268498

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
8	8	210-ACDU	Dell Chromebook 11	EA	285.00	2,280.00
8	8	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
8	8	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
8	8	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
8	8	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
8	8	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
8	8	988-6059	*No Warranty beyond initial ter m	EA	-	-
8	8	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
8	8	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
8	8	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
8	8	537-BBBD	US Power Cord	EA	-	-
8	8	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
8	8	328-BBEX	Shipment Box	EA	-	-
8	8	340-AFZC	Directship Info	EA	-	-
8	8	730-8301	Fixed Hardware Configuration	EA	-	-
8	8	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
8	8	450-AAYT	65 Watt AC Adaptor	EA	-	-
8	8	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
8	8	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	2MXH722 , 39HH722 , 4PRH722 , GJRH722 , 6LRH722 , CKRH722 , DPXH722 , 6DXH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	2,280.00
Taxable		Tax	
$	1,800.00	$	162.00
ENVIRO FEE		$	24.00
Invoice Total		$	2,466.00

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1C8P18
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664226863

Ship. &/or Handling		$	0.00
Subtotal		$	2,280.00
Taxable		Tax	
$	1,800.00	$	162.00
ENVIRO FEE		$	24.00
Invoice Total		$	2,466.00
		$	
		$	
		$	
Balance Due		$	2,466.00
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1C8P1800000000024662600152237556

DELL

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664223779
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K1174

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1XSH722 , JYSH722 , 2YSH722 , 3XSH722 , 3YSH722 , 41TH722 , 42TH722 , 4SSH722 , 4WSH722 , 50TH722 , 56SH722 , 5DSH722 , 5WSH722 , 61TH722 , 6RSH722 , 6SSH722 , 6XSH722 , 6YSH722 , 7TSH722 , 7VSH722 , 7XSH722 , 80TH722 , 82TH722 , 90TH722 , 9XSH722 , 9YSH722 , B0TH722 , BTSH722 , BXSH722 , BYSH722 , BZSH722 , CZSH722 , D2TH722 , DNSH722 , DPSH722 , DYSH722 , G0SH722 , G1TH722 , GVSH722 , GZSH722 , H0TH722 , HTSH722 , HYSH722 , HZSH722 , JRSH722 , JVRH722 , JVSH722 , 20TH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

DELL

Invoice Number: XJJ1K1174
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664223779

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99
		$	
		$	
		$	
Balance Due		$	14,795.99
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1K11740000001479599260015223755 4

DELL

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/5

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664220791
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K11N3

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	19TH722 , JZTH722 , 1FTH722 , 1XTH722 , 2FTH722 , 2WTH722 , 2ZTH722 , 33ZH722 , 3JYH722 , 3ZTH722 , 4HTH722 , 4TTH722 , 4VTH722 , 4YTH722 , 4ZTH722 , 5WTH722 , 5YTH722 , 5ZTH722 , 6YTH722 , 7CXH722 , 7YTH722 , 83ZH722 , 8TPH722 , 8VTH722 , 8WTH722 , 93ZH722 , 9VXH722 , 9XTH722 , BDTH722 , BFTH722 , BNTH722 , C4YH722 , CFWH722 , CYTH722 , CZTH722 , D9TH722 , DVTH722 , FWTH722 , FXTH722 , G7XH722 , GDTH722 , GGTH722 , GWTH722 , HDTH722 , HQTH722 , JDRH722 , JVTH722 , 1DTH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

DELL

Invoice Number: XJJ1K11N3
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664220791

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K11N3000000147959926001522375 52

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664220940
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K1692

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1SSH722 , JWSH722 , 3SSH722 , 3WSH722 , 46TH722 , 4QSH722 , 4QXH722 , 4TSH722 , 4XSH722 , 52TH722 , 54TH722 , 55TH722 , 5SRH722 , 5SSH722 , 66TH722 , 6NSH722 , 6ZSH722 , 72TH722 , 73TH722 , 75TH722 , 76TH722 , 7WSH722 , 8JSH722 , 8VSH722 , 92TH722 , 95TH722 , BTRH722 , BWSH722 , C5TH722 , CRSH722 , D6TH722 , DTSH722 , DXSH722 , F2TH722 , FTSH722 , G4TH722 , GRSH722 , GSRH722 , GWSH722 , H3TH722 , HFRH722 , HSSH722 , HVSH722 , J1TH722 , J2TH722 , J3TH722 , JTSH722 , 25TH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K1692
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664220940

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99
		$	
		$	
		$	
Balance Due		$	14,795.99
Amount Enclosed			

000XJJ1K1692000000147959926001522375 59

1388

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/5

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664218993
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K16R3

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1WSH722 , J9TH722 , 2RSH722 , 2WSH722 , 31TH722 , 33TH722 , 34TH722 , 3TSH722 , 3VSH722 , 44TH722 , 53TH722 , 63TH722 , 64TH722 , 6VSH722 , 6WSH722 , 74TH722 , 77TH722 , 7SSH722 , 7TRH722 , 86TH722 , 8PSH722 , 8XSH722 , 96TH722 , 9SSH722 , B3TH722 , BQSH722 , C4TH722 , C6TH722 , CFRH722 , CWSH722 , D3TH722 , D4TH722 , DFRH722 , DQSH722 , DZSH722 , F4TH722 , F6TH722 , FQSH722 , FSSH722 , G8TH722 , GGRH722 , GSSH722 , GTSH722 , GXSH722 , H2TH722 , H9TH722 , HWSH722 , 26TH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K16R3
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664218993

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

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9/6

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664224520
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K1932

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	10TH722 , JZZH722 , 1Q0J722 , 1VSH722 , 200J722 , 2KVH722 , 2XZH722 , 410J722 , 420J722 , 4YZH722 , 4ZZH722 , 510J722 , 5NZH722 , 5P0J722 , 600J722 , 610J722 , 63VH722 , 6PTH722 , 6ZZH722 , 7P0J722 , 7Q0J722 , 7ZZH722 , 9BVH722 , B00J722 , B10J722 , BSTH722 , C00J722 , C10J722 , CMZH722 , CN0J722 , CP0J722 , CYZH722 , D00J722 , DP0J722 , F00J722 , F5TH722 , G00J722 , G10J722 , GSZH722 , GZZH722 , HJVH722 , HP0J722 , HWZH722 , J00J722 , JBVH722 , JN0J722 , JQHH722 , 110J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K1932
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664224520

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1K1932000000147959926001522375 52

913

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	LISA CAREY
For Sales:	(888) 977 - 3355
Sales Fax:	(888) 820 - 7454
Customer Service:	(888) 977 - 3355
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664222029
Order Date:	07/30/14

26 01 O 01 00 N

Invoice Number:	XJJ1K1975
Invoice Date:	08/01/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	08/31/14
Shipped Via:	SAIA
Waybill Number:	007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
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48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1K4J722 , JP4J722 , 2G4J722 , 2K4J722 , 2RBH722 , 3GYH722 , 3KVH722 , 3V2J722 , 413J722 , 41YH722 , 433J722 , 4F4J722 , 4J4J722 , 5F4J722 , 5J4J722 , 5K4J722 , 5M4J722 , 60XH722 , 6G4J722 , 6J4J722 , 6KMH722 , 7G4J722 , 7K4J722 , 7M4J722 , 803J722 , 8G4J722 , 8H4J722 , 8K4J722 , 8Q4J722 , 8W0J722 , 9L0J722 , BF4J722 , BL2J722 , BM4J722 , C92J722 , D23J722 , DF4J722 , DX2J722 , FF4J722 , FG4J722 , GJ4J722 , GN4J722 , J82J722 , JH4J722 , JJ2J722 , JJ4J722 , JN2J722 , 2F4J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K1975
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222029

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K1975000000147959926001522375 55

1391

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	LISA CAREY
For Sales:	(888) 977 - 3355
Sales Fax:	(888) 820 - 7454
Customer Service:	(888) 977 - 3355
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

9/5

Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664225428
Order Date:	07/30/14

26 01 O 01 00 N

Invoice Number:	XJJ1K19C9
Invoice Date:	08/01/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	08/31/14
Shipped Via:	SAIA
Waybill Number:	007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	122J722 , JL4J722 , 1Q4J722 , 2J4J722 , 2N4J722 , 333J722 , 3G4J722 , 3K4J722 , 3P4J722 , 3W2J722 , 3Z2J722 , 423J722 , 4G4J722 , 4P4J722 , 4Q4J722 , 5G4J722 , 5H4J722 , 723J722 , 7J4J722 , 7N4J722 , 7P4J722 , 7X2J722 , 7Z2J722 , 8M4J722 , 8N2J722 , 8N4J722 , 8P4J722 , 933J722 , 9F4J722 , 9M4J722 , 9N4J722 , 9Q2J722 , BG4J722 , BP4J722 , BW2J722 , CN4J722 , CP4J722 , CX2J722 , DM4J722 , DP4J722 , GK4J722 , GL4J722 , HF4J722 , HH4J722 , HP4J722 , JD4J722 , JF4J722 , 1H4J722			

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number:	XJJ1K19C9
Customer Name:	SANTA ANA USD
Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664225428

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99
		$	
		$	
		$	
Balance Due		$	14,795.99
Amount Enclosed			

000XJJ1K19C900000014795992600152237558

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/6

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225543
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K19M6

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	100J722 , JP0J722 , 1XZH722 , 2P0J722 , 2WZH722 , 310J722 , 3D0J722 , 3P0J722 , 3X0J722 , 480J722 , 4BVH722 , 4D0J722 , 5FVH722 , 5QZH722 , 5V0J722 , 5Y0J722 , 5ZZH722 , 680J722 , 6V0J722 , 710J722 , 7F4J722 , 7QZH722 , 8H0J722 , 8NTH722 , 8Q0J722 , 8YTH722 , 901J722 , 910J722 , 9P0J722 , 9T0J722 , 9ZSH722 , BP0J722 , BZ0J722 , C9TH722 , DN0J722 , DQ0J722 , F10J722 , FX0J722 , FZZH722 , GC0J722 , GQ0J722 , GY0J722 , H00J722 , HC0J722 , HM0J722 , HV0J722 , JLVH722 , 1P0J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K19M6
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225543

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K19M6000000147959926001522375 51

DELL

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/5

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221070
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K19N4

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	12ZH722 , JXTH722 , 1DYH722 , 1RYH722 , 1YTH722 , 24WH722 , 25WH722 , 2NWH722 , 2PSH722 , 2YTH722 , 34ZH722 , 3SWH722 , 43ZH722 , 4WWH722 , 4WYH722 , 54ZH722 , 67YH722 , 6VWH722 , 84XH722 , 8DYH722 , 8MYH722 , 98MH722 , 9LYH722 , 9NVH722 , BDYH722 , BGYH722 , BRWH722 , C2NH722 , CDWH722 , CFYH722 , CLBH722 , CNWH722 , CTWH722 , CWTH722 , DLYH722 , DRYH722 , F3ZH722 , FQYH722 , GTTH722 , HBYH722 , HDYH722 , HSTH722 , HYYH722 , J2ZH722 , J3ZH722 , J7YH722 , JWTH722 , 14ZH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

DELL

Invoice Number: XJJ1K19N4
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221070

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99
		$	
		$	
		$	
Balance Due		$	14,795.99
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1K19N4000000147959926001522375 53

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/3

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221559
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K1C67

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	12XH722 , JX0J722 , 170J722 , 1DXH722 , 1L0J722 , 1LVH722 , 270J722 , 2X0J722 , 370J722 , 3DVH722 , 3Q0J722 , 540J722 , 5J0J722 , 5R0J722 , 5YZH722 , 62ZH722 , 640J722 , 6G0J722 , 70XH722 , 7MZH722 , 7X0J722 , 7XYH722 , 800J722 , 80VH722 , 860J722 , 8T0J722 , 8V0J722 , 9J0J722 , BFVH722 , CD0J722 , CL0J722 , CW0J722 , D30J722 , DV0J722 , F1YH722 , F20J722 , F30J722 , GW0J722 , H70J722 , HVZH722 , HW0J722 , HY0J722 , J20J722 , J60J722 , JDTH722 , JV0J722 , JW0J722 , 130J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K1C67
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221559

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K1C67000000014795992600152237553

1395

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

918

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222201
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K1D71

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884001

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1TSH722 , JZSH722 , 1ZSH722 , 21TH722 , 2TSH722 , 2VSH722 , 2ZSH722 , 32TH722 , 3PSH722 , 3ZSH722 , 40TH722 , 4ZSH722 , 5VSH722 , 5YSH722 , 5ZSH722 , 60TH722 , 6JSH722 , 7GRH722 , 7PSH722 , 7YSH722 , 7ZSH722 , 8YSH722 , 8ZSH722 , 91TH722 , 9TSH722 , 9VSH722 , 9WSH722 , 9XRH722 , C2TH722 , CLRH722 , CTSH722 , DSSH722 , DVSH722 , DWSH722 , FRSH722 , FVSH722 , FWSH722 , FXSH722 , FYSH722 , G0TH722 , G3SH722 , GKSH722 , GYSH722 , H1TH722 , HRRH722 , HXSH722 , JXSH722 , 1YSH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K1D71
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222201

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K1D71000000147959926001522375 58

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664224850
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K3536

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1W0J722 , JT0J722 , 210J722 , 2MTH722 , 2Q0J722 , 2R0J722 , 2S0J722 , 2W0J722 , 332J722 , 3S0J722 , 470J722 , 4R0J722 , 4V0J722 , 560J722 , 5D0J722 , 5G2J722 , 670J722 , 6N0J722 , 6S0J722 , 7D0J722 , 7F2J722 , 7Z0J722 , 8RZH722 , 9D0J722 , 9JTH722 , B30J722 , BL0J722 , CQ0J722 , CT1J722 , CXSH722 , DCTH722 , DH0J722 , DK0J722 , DS0J722 , F5VH722 , F62J722 , FC0J722 , FP0J722 , FQ0J722 , FV0J722 , GP0J722 , H80J722 , HFTH722 , HQ0J722 , J70J722 , JM0J722 , JQ0J722 , 201J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable $	10,800.00	Tax $	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K3536
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664224850

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable $	10,800.00	Tax $	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99
		$	
		$	
		$	
Balance Due		$	14,795.99
Amount Enclosed			

000XJJ1K3536000000147959926001522375 50

CLQ 9/13

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	LISA CAREY
For Sales:	(888) 977 - 3355
Sales Fax:	(888) 820 - 7454
Customer Service:	(888) 977 - 3355
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664221898
Order Date:	07/30/14

26 01 O 01 00 N

Invoice Number:	XJJ1K35K3
Invoice Date:	08/01/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	08/31/14
Shipped Via:	SAIA
Waybill Number:	007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	131J722 , JG1J722 , 1G1J722 , 1W1J722 , 231J722 , 241J722 , 251J722 , 2G1J722 , 331J722 , 351J722 , 3J0J722 , 441J722 , 4G0J722 , 4H0J722 , 4R1J722 , 511J722 , 5R1J722 , 611J722 , 6J0J722 , 6XZH722 , 731J722 , 7H0J722 , 7J1J722 , 831J722 , 861J722 , 8V1J722 , 9G0J722 , B51J722 , BS1J722 , BW1J722 , C21J722 , D11J722 , D51J722 , DW1J722 , F21J722 , F8VH722 , FV1J722 , G21J722 , G31J722 , G41J722 , G51J722 , GV1J722 , H01J722 , H61J722 , J31J722 , J51J722 , J61J722 , 161J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number:	XJJ1K35K3
Customer Name:	SANTA ANA USD
Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664221898

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K35K3000000147959926001522375 56

DELL

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/5

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222110
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K3712

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond Initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1L1J722 , JB2J722 , 312J722 , 321J722 , 322J722 , 362J722 , 3QZH722 , 3S1J722 , 422J722 , 472J722 , 512J722 , 582J722 , 5B2J722 , 622J722 , 652J722 , 672J722 , 722J722 , 741J722 , 762J722 , 7B2J722 , 852J722 , 862J722 , 8B2J722 , 952J722 , 982J722 , B52J722 , B62J722 , B72J722 , C42J722 , CJ0J722 , CZZH722 , D42J722 , D72J722 , DX1J722 , F02J722 , F22J722 , F42J722 , F92J722 , FT0J722 , G52J722 , G71J722 , G72J722 , G92J722 , GB2J722 , H92J722 , HB2J722 , HS0J722 , 232J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

DELL

Invoice Number: XJJ1K3712
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222110

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K3712000000147959926001522375 54

9/15

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	LISA CAREY
For Sales:	(888) 977 - 3355
Sales Fax:	(888) 820 - 7454
Customer Service:	(888) 977 - 3355
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664224140
Order Date:	07/30/14

26 01 O 01 00 N

Invoice Number:	XJJ1K3798
Invoice Date:	08/01/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	08/31/14
Shipped Via:	SAIA
Waybill Number:	007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	112J722 , BB2J722 , 142J722 , 152J722 , 162J722 , 212J722 , 242J722 , 252J722 , 3D1J722 , 3Y1J722 , 462J722 , 481J722 , 562J722 , 572J722 , 671J722 , 6H4J722 , 6N4J722 , 6X0J722 , 6X1J722 , 742J722 , 8X1J722 , 922J722 , 962J722 , 991J722 , 9L4J722 , 9QZH722 , 9X1J722 , B22J722 , B42J722 , BZ2J722 , C12J722 , C52J722 , C62J722 , CB2J722 , DF1J722 , F12J722 , FK4J722 , G22J722 , G61J722 , G62J722 , GH1J722 , H52J722 , J12J722 , J22J722 , JCVH722 , JW1J722 , JX1J722 , 132J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K3798
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664224140

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99
		$	
		$	
		$	
Balance Due		$	14,795.99
Amount Enclosed			

000XJJ1K3798000000147959926001522375 50

1400

DELL

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221633
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K3931

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	11ZH722 , DCRH722 , 18TH722 , 1SQH722 , 23TH722 , 24TH722 , 24ZH722 , 28TH722 , 2DTH722 , 2GWH722 , 2QVH722 , 30TH722 , 39TH722 , 3BTH722 , 3CTH722 , 3QYH722 , 47TH722 , 49SH722 , 4HSH722 , 56TH722 , 5DTH722 , 5HTH722 , 6TSH722 , 70TH722 , 78TH722 , 79TH722 , 87TH722 , 88TH722 , 8FWH722 , 97TH722 , 98TH722 , B1ZH722 , B8TH722 , BBTH722 , BCTH722 , C7TH722 , CZYH722 , D2ZH722 , D3ZH722 , D7TH722 , F1ZH722 , F8TH722 , G0ZH722 , GPSH722 , H7TH722 , H8TH722 , J8TH722 , 17TH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

DELL

Invoice Number: XJJ1K3931
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221633

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K3931000000147959926001522375 51

1401

916

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	LISA CAREY
For Sales:	(888) 977 - 3355
Sales Fax:	(888) 820 - 7454
Customer Service:	(888) 977 - 3355
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664221237
Order Date:	07/30/14

26 01 O 01 00 N

Invoice Number:	XJJ1K3974
Invoice Date:	08/01/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	08/31/14
Shipped Via:	SAIA
Waybill Number:	007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	120J722 , JR0J722 , 1TTH722 , 290J722 , 2C0J722 , 2K0J722 , 301J722 , 3K0J722 , 3T0J722 , 3W0J722 , 4C0J722 , 4L0J722 , 570J722 , 5C0J722 , 5K0J722 , 690J722 , 6B0J722 , 6KVH722 , 7J0J722 , 7XZH722 , 801J722 , 850J722 , 870J722 , 880J722 , 8J0J722 , 8L0J722 , 950J722 , 9F0J722 , BB0J722 , BS0J722 , BT0J722 , BW0J722 , BX0J722 , CK0J722 , F01J722 , F50J722 , F80J722 , G90J722 , GD0J722 , GK0J722 , H30J722 , H40J722 , H90J722 , HK0J722 , HX0J722 , JF0J722 , JH0J722 , 1B0J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K3974
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221237

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1K3974000000147959926001522375 54

1402

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/11

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222300
Order Date: 07/30/14

26 01 O 01 00 N

311096

Invoice Number: XJJ1K39M5

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1X1J722 , JZ1J722 , 29TH722 , 2X1J722 , 372J722 , 3W1J722 , 48TH722 , 4W1J722 , 4Z1J722 , 522J722 , 58TH722 , 5RTH722 , 5T1J722 , 602J722 , 68TH722 , 6B2J722 , 6R1J722 , 6T1J722 , 6Y1J722 , 772J722 , 7R1J722 , 7W1J722 , 7X1J722 , 802J722 , 892J722 , 8W1J722 , 902J722 , 9F2J722 , 9W1J722 , B02J722 , C02J722 , C8TH722 , CW1J722 , F11J722 , F91J722 , FX1J722 , G01J722 , GX1J722 , H42J722 , H91J722 , HF1J722 , HS1J722 , HZ1J722 , J02J722 , J5TH722 , J91J722 , JY1J722 , 202J722			

133.93

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K39M5
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222300

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1K39M5000000147959926001522375 50

This is your INVOICE

FID Number:	74-2616805
Sales Rep:	LISA CAREY
For Sales:	(888) 977 - 3355
Sales Fax:	(888) 820 - 7454
Customer Service:	(888) 977 - 3355
Technical Support:	(800) 822 - 8965
Dell Online:	www.dell.com

Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664223399
Order Date:	07/30/14

26 01 O 01 00 N

Invoice Number:	XJJ1K3C31
Invoice Date:	08/01/14
Payment Terms:	NET DUE 30 DAYS
Due Date:	08/31/14
Shipped Via:	SAIA
Waybill Number:	007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond Initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1H0J722 , 5RZH722 , 1M0J722 , 1X0J722 , 261J722 , 2D0J722 , 2G0J722 , 330J722 , 361J722 , 38TH722 , 3R1J722 , 3RZH722 , 471J722 , 4J0J722 , 661J722 , 6H0J722 , 761J722 , 7P1J722 , 871J722 , 971J722 , 9H0J722 , 9K0J722 , 9R1J722 , B61J722 , BH0J722 , BK1J722 , C61J722 , CH0J722 , CR1J722 , D61J722 , D71J722 , DR1J722 , F31J722 , F61J722 , F71J722 , FG0J722 , FH0J722 , FJ1J722 , GG0J722 , GH0J722 , H41J722 , H51J722 , H71J722 , HD0J722 , HH0J722 , J41J722 , JL0J722 , 1J0J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number:	XJJ1K3C31
Customer Name:	SANTA ANA USD
Customer Number:	15223755
Purchase Order:	3105171
Order Number:	664223399

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99
		$	
		$	
		$	
Balance Due		$	14,795.99
Amount Enclosed			

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1K3C31000000147959926001522375 50

1404

Ap 9/15

This is your INVOICE

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221427
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K3CK9

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	101J722 , JTZH722 , 280J722 , 2T0J722 , 311J722 , 3H0J722 , 3M0J722 , 3R0J722 , 4N0J722 , 4S0J722 , 4T0J722 , 5T0J722 , 5TZH722 , 5Z0J722 , 6M0J722 , 6XTH722 , 7G0J722 , 7MVH722 , 7T0J722 , 840J722 , 8B0J722 , 8VZH722 , 8XTH722 , 940J722 , 9N0J722 , 9W0J722 , 9X0J722 , 9Z0J722 , BG0J722 , BQ0J722 , C01J722 , C40J722 , C50J722 , CC0J722 , CR0J722 , DT0J722 , FL0J722 , FY0J722 , GV0J722 , HG0J722 , J21J722 , J2VH722 , J30J722 , JC0J722 , JD0J722 , JG0J722 , JQZH722 , 1K0J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K3CK9
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221427

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1K3CK900000001479599260015223755 5

8/8/16

This is your INVOICE

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222672
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K3MX6

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

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Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	172J722 , JD1J722 , 1Y1J722 , 272J722 , 282J722 , 2W1J722 , 2YZH722 , 2Z1J722 , 302J722 , 482J722 , 4F2J722 , 4Y1J722 , 5S0J722 , 5Y1J722 , 5Z1J722 , 642J722 , 662J722 , 6W1J722 , 6Z1J722 , 751J722 , 7G2J722 , 7Y1J722 , 872J722 , 881J722 , 882J722 , 8F2J722 , 8Z1J722 , 9Z1J722 , B11J722 , B41J722 , BV1J722 , C72J722 , CZ1J722 , D62J722 , D92J722 , DB1J722 , DM1J722 , DZ1J722 , FC2J722 , FZ1J722 , GF2J722 , H20J722 , HF2J722 , HW1J722 , J11J722 , J42J722 , J62J722 , 1G2J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K3MX6
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222672

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1K3MX600000001479599260015223755 8

A915

This is your INVOICE

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221732
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1K3N92

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884102

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1T5J722 , J83J722 , 276J722 , 2N1J722 , 2W5J722 , 346J722 , 3T5J722 , 4D5J722 , 4M5J722 , 4S5J722 , 566J722 , 5N1J722 , 5X5J722 , 616J722 , 656J722 , 676J722 , 6L5J722 , 6X5J722 , 6Y5J722 , 776J722 , 7B3J722 , 7N1J722 , 8D1J722 , 8F0J722 , 946J722 , B12J722 , B16J722 , B56J722 , B66J722 , BJ4J722 , BM5J722 , BV4J722 , C36J722 , C46J722 , C66J722 , CB0J722 , CX5J722 , D52J722 , D56J722 , F56J722 , F66J722 , GX5J722 , GY5J722 , H56J722 , HV1J722 , HZ5J722 , J36J722 , 246J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1K3N92
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664221732

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1K3N9200000014795992600152237553

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

A 9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225972
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1KMDC8

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884203

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1BVH722 , JMVH722 , 1NVH722 , 1NZH722 , 29VH722 , 2CVH722 , 2JVH722 , 2NVH722 , 3FVH722 , 4GVH722 , 4KVH722 , 4NVH722 , 5BVH722 , 5GVH722 , 5LVH722 , 5NVH722 , 64VH722 , 6JVH722 , 6MZH722 , 7BVH722 , 7HVH722 , 7JVH722 , 81VH722 , 8KVH722 , 8LVH722 , 8MVH722 , 95VH722 , 9KVH722 , 9LVH722 , 9MZH722 , BKVH722 , BMZH722 , C2VH722 , CBVH722 , DMVH722 , DMZH722 , DNZH722 , FJVH722 , FKVH722 , FMTH722 , FMZH722 , FNZH722 , G9VH722 , GKVH722 , GNZH722 , HLVH722 , HMZH722 , 1MVH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1KMDC8
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225972

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1KMDC8000000014795992600152237559

1408

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

A 9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222987
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1KMDP5

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884203

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1P2J722 , JW2J722 , 1S2J722 , 1W4J722 , 2J1J722 , 2P2J722 , 2T4J722 , 2V4J722 , 2W4J722 , 3Q4J722 , 3V4J722 , 3X2J722 , 4V4J722 , 523J722 , 5V4J722 , 5W2J722 , 5W4J722 , 6P4J722 , 6Q4J722 , 6V4J722 , 6W2J722 , 6W4J722 , 7H4J722 , 7T4J722 , 8S4J722 , 8V2J722 , 9G1J722 , 9H4J722 , 9T4J722 , BS4J722 , CQ4J722 , CR4J722 , CT4J722 , DQ2J722 , DS4J722 , FR4J722 , FS4J722 , FT4J722 , FW4J722 , GS4J722 , GT2J722 , GT4J722 , HR4J722 , JG4J722 , JV2J722 , 103J722 , JV4J722 , 1R4J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1KMDP5
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664222987

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling		$	0.00
Subtotal		$	13,680.00
Taxable		Tax	
$	10,800.00	$	971.99
ENVIRO FEE		$	144.00
Invoice Total		$	14,795.99
		$	
		$	
		$	
Balance Due		$	14,795.99
Amount Enclosed			

000XJJ1KMDP5000000147959926001522375 52

1409

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664220676
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1KMF79

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884203

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1FRH722 , JFTH722 , 27TH722 , 2GTH722 , 3DTH722 , 3LRH722 , 49TH722 , 4CTH722 , 4GTH722 , 4VSH722 , 59TH722 , 5CTH722 , 5XSH722 , 69TH722 , 6F1J722 , 6FTH722 , 6HTH722 , 771J722 , 7BTH722 , 7CTH722 , 89TH722 , 8DTH722 , 8FTH722 , 9CTH722 , 9DTH722 , 9FTH722 , B2TH722 , B6TH722 , B7TH722 , CC1J722 , CCTH722 , CFTH722 , CGTH722 , CVSH722 , D8TH722 , DD1J722 , DFTH722 , F9TH722 , FCTH722 , FF0J722 , FZSH722 , G7TH722 , HGTH722 , J6TH722 , J7TH722 , JC1J722 , JCTH722 , 1GTH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1KMF79
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664220676

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1KMF79000000014795992600152237551

1410

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9/15

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225832
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1KMFF2
Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884203

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	111J722 , 811J722 , 1D1J722 , 1J1J722 , 2H1J722 , 2M0J722 , 3B1J722 , 3TZH722 , 4D1J722 , 4QTH722 , 4S1J722 , 551J722 , 5F1J722 , 5M0J722 , 5S1J722 , 641J722 , 6L0J722 , 6S1J722 , 790J722 , 7D1J722 , 7H1J722 , 7NTH722 , 851J722 , 8G1J722 , 8H1J722 , 8S1J722 , BD1J722 , BF1J722 , BH1J722 , C11J722 , CD1J722 , CF1J722 , DS1J722 , F51J722 , FC1J722 , FD1J722 , FG1J722 , FW0J722 , FW1J722 , G11J722 , GD1J722 , GF1J722 , HC1J722 , HH1J722 , J01J722 , JH1J722 , JM1J722 , 121J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1KMFF2
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225832

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1KMFF2000000147959926001522375 55

1411

DELL

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

AV 9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225337
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1KMWC2

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884203

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-i n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1F4J722 , JY4J722 , 1X5J722 , 2N5J722 , 2V5J722 , 3M5J722 , 3V5J722 , 5C5J722 , 5L5J722 , 5W5J722 , 6V5J722 , 7V5J722 , 7W5J722 , 7Y4J722 , 8N5J722 , 8P5J722 , 9S4J722 , BN5J722 , BP5J722 , CL5J722 , CN5J722 , CP1J722 , CW5J722 , CY2J722 , DK5J722 , DL5J722 , DM5J722 , DN5J722 , DV5J722 , DX5J722 , DZ4J722 , FK5J722 , FM5J722 , FV4J722 , FV5J722 , FW5J722 , FZ4J722 , GH2J722 , GL5J722 , GT5J722 , GW5J722 , HF5J722 , HP1J722 , HT5J722 , HW5J722 , JK5J722 , JW5J722 , 1W5J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

DELL

Invoice Number: XJJ1KMWC2
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225337

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1KMWC20000001479599260015223755 5

1412

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/16

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664226095
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1KMX24

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884203

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	2BVH722 , JKVH722 , 2LVH722 , 2MVH722 , 3BVH722 , 3LVH722 , 3MVH722 , 47VH722 , 4HVH722 , 4LVH722 , 4MVH722 , 5HVH722 , 5SBH722 , 6HVH722 , 6LVH722 , 6MVH722 , 7FVH722 , 7LVH722 , 8HVH722 , 8QTH722 , 9HVH722 , 9TTH722 , BHVH722 , BLVH722 , C3VH722 , C9VH722 , CBXH722 , CHVH722 , CLVH722 , D6WH722 , DJVH722 , DKVH722 , DLVH722 , F9VH722 , FLVH722 , FMVH722 , G8VH722 , GJVH722 , GLVH722 , GYYH722 , HBVH722 , HDVH722 , HMVH722 , HWTH722 , HZTH722 , JFVH722 , JJVH722 , 2HVH722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1KMX24
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664226095

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

000XJJ1KMX2400000014795992600152237551

1413

FID Number: 74-2616805
Sales Rep: LISA CAREY
For Sales: (888) 977 - 3355
Sales Fax: (888) 820 - 7454
Customer Service: (888) 977 - 3355
Technical Support: (800) 822 - 8965
Dell Online: www.dell.com

9/15

This is your INVOICE

Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225238
Order Date: 07/30/14

26 01 O 01 00 N

Invoice Number: XJJ1KMXF9

Invoice Date: 08/01/14
Payment Terms: NET DUE 30 DAYS
Due Date: 08/31/14
Shipped Via: SAIA
Waybill Number: 007970884203

SOLD TO:
MS DOROTHY JOHNSON
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO:
AREY JONES
SANTA ANA USD
520 S MATEO ST
SBAC PROJECT
LOS ANGELES, CA 900132243

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT www.dell.com/us/policy OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount
48	48	210-ACDU	Dell Chromebook 11	EA	285.00	13,680.00
48	48	580-ABVP	Internal Keyboard, English, Ch romebook 11	EA	-	-
48	48	555-BBSM	Dell Wireless 1901 802.11a/b/g /n, Bluetooth v4.0	EA	-	-
48	48	340-AGYZ	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	965-6132	*Dell Limited Hardware Warranty Plus Service, Initial Year	EA	-	-
48	48	965-6142	*Basic Hardware Service: Mail-I n Service, 24x7 Technical Supp ort, Initial Year	EA	-	-
48	48	988-6059	*No Warranty beyond Initial ter m	EA	-	-
48	48	340-AHHG	System Documentation, Multi La nguage, Chromebook 11	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
48	48	329-BBXP	CHROMEBOOK11,2955U,4GB,51WHR	EA	-	-
48	48	537-BBBD	US Power Cord	EA	-	-
48	48	389-BDYI	UPC Label 884116140153,4G,A35	EA	-	-
48	48	328-BBEX	Shipment Box	EA	-	-
48	48	340-AFZC	Directship Info	EA	-	-
48	48	730-8301	Fixed Hardware Configuration	EA	-	-
48	48	338-BDXI	Intel(R) Celeron(R) Label	EA	-	-
48	48	450-AAYT	65 Watt AC Adaptor	EA	-	-
48	48	800-BBGY	Smart Selection Shipment (VS)	EA	-	-
48	48	469-2082	FDD,SKU,DAO,40 DAYS,FUTURE SHI P DATE	EA	-	-
		System Service Tags	1C0J722 , HN0J722 , 1V0J722 , 2B0J722 , 2V0J722 , 300J722 , 3V0J722 , 440J722 , 490J722 , 4W0J722 , 4XTH722 , 501J722 , 580J722 , 590J722 , 5KVH722 , 5XTH722 , 601J722 , 6C0J722 , 6D0J722 , 6Q0J722 , 6T0J722 , 7M0J722 , 7S0J722 , 7W0J722 , 8K0J722 , 8X0J722 , 9Q0J722 , 9S0J722 , B01J722 , B40J722 , BK0J722 , C30J722 , CT0J722 , CXZH722 , D60J722 , DR0J722 , DY0J722 , DZ0J722 , FJ0J722 , FPZH722 , FZ0J722 , G70J722 , GWZH722 , GX0J722 , GZTH722 , H10J722 , HL0J722 , 1T0J722			

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $5 PER ITEM WILL BE ADDED TO INVOICE S FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURN S. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUB LIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice Number: XJJ1KMXF9
Customer Name: SANTA ANA USD
Customer Number: 15223755
Purchase Order: 3105171
Order Number: 664225238

Ship. &/or Handling	$	0.00
Subtotal	$	13,680.00
Taxable $ 10,800.00	Tax $	971.99
ENVIRO FEE	$	144.00
Invoice Total	$	14,795.99
	$	
	$	
	$	
Balance Due	$	14,795.99
Amount Enclosed		

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
C/O DELL USA L.P.
PO BOX 910916
PASADENA, CA.911100916

000XJJ1KMXF900000001479599260015223755 8

1414

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

311096

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: DELL MARKETING L.P.
PO BOX 910916
PASADENA,CA 91110-0916
Supplier Num:104131
c/o DELL USA L.P.

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
06-AUG-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1400	EACH	DELL CHROME BOOK 11 (210-ACDU) PER PROPOSAL # 678051653	288.00	$403,200.00
2		DOLLAR	E-WASTE FEE	1.00	$4,200.00
3	1400	EACH	GOOGLE CHROME OS MANAGEMENT CONSILE LICENSES **SHIP PRODUCT TO:** **SANTA ANA USD SBAC PROJECT** **C/O Arey Jones** **520 S. Mateo St.** **Los Angeles, CA 90013** **(213)-229-8952** **DELIVERY REQUIRED BY 3/30/14**	27.75	$38,850.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$478,506.00	**Sub-Total**	$446,250.00
		Tax	$32,256.00
		Total	$478,506.00

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

84 198083

NON-NEGOTIABLE

Payment Date:Oct 1, 2014 | AREY JONES EDUCATIONAL SOLUTIONS | Vendor #:104023

Invoice: 0112962-IN	Invoice Date: Sep 4, 2014	***10,822.24
Invoice: 0112969-IN	Invoice Date: Sep 4, 2014	***13,527.81
Invoice: 0112971-IN	Invoice Date: Sep 4, 2014	***10,822.24
Invoice: 0113136-IN	Invoice Date: Sep 4, 2014	***10,822.24
Invoice: 0113137-IN	Invoice Date: Sep 4, 2014	***10,822.24
Invoice: 0113164-IN	Invoice Date: Sep 4, 2014	***2,705.57
Invoice: 0113165-IN	Invoice Date: Sep 4, 2014	***2,705.57
Invoice: 0113178-IN	Invoice Date: Sep 4, 2014	***2,705.57
Invoice: 0113179-IN	Invoice Date: Sep 4, 2014	***2,705.57
Invoice: 0113181-IN	Invoice Date: Sep 4, 2014	***2,705.57
Invoice: 0113182-IN	Invoice Date: Sep 4, 2014	***2,705.57
Invoice: 0113185-IN	Invoice Date: Sep 4, 2014	***5,411.12
Invoice: 0113188-IN	Invoice Date: Sep 4, 2014	***2,705.57
Invoice: 0113264-IN	Invoice Date: Sep 5, 2014	***5,411.12
Invoice: 01133204-IN	Invoice Date: Sep 4, 2014	***2,705.57
Invoice: 0113505-IN	Invoice Date: Sep 8, 2014	***38,152.88
Invoice: 0113522-IN	Invoice Date: Sep 8, 2014	***38,152.88
Invoice: 0113526-IN	Invoice Date: Sep 9, 2014	***38,152.88
Invoice: 0113546-IN	Invoice Date: Sep 22, 2014	***17,070.88
Invoice: 0113607-IN	Invoice Date: Sep 11, 2014	***38,152.88
Invoice: 0113608-IN	Invoice Date: Sep 9, 2014	***19,076.45
Invoice: 0113609-IN	Invoice Date: Sep 11, 2014	***38,152.88
Invoice: 0113699-IN	Invoice Date: Sep 10, 2014	***3,173.92
Invoice: 0113700-IN	Invoice Date: Sep 10, 2014	***3,967.41
Invoice: 0113764-IN	Invoice Date: Sep 11, 2014	***2,380.45
Invoice: 0113772-IN	Invoice Date: Sep 11, 2014	***2,005.57
Invoice: 0114151-IN	Invoice Date: Sep 23, 2014	***2,005.57

Check Number: 84198083

Total: *** 329,728.22

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.

84 198083

56-382
412

Three Hundred Twenty-Nine Thousand Seven Hundred Twenty-Eight Dollars And Twenty-Two Cents**********

9600058619

Security Protect
PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.

84198083 Oct 1, 2014

Pay To The Order of

AREY JONES EDUCATIONAL SOLUTIONS
PO BOX 507404
SAN DIEGO,CA 92150 7404
US

FUND D01

AMOUNT *****329,728.22

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84198083⑈ ⑆041203824⑆1417000586 19⑈

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0112969-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AB
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA HIGH SCHOOL
520 W. WALNUT ST.
(714) 567-4900
SANTA ANA, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SANTA ANA HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	200	200	0	17.50	3,500.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	5	5	0	1,857.00	9,285.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940B
PARTIAL ORDER.

Net Invoice:	12,785.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	742.81
Invoice Total:	**13,527.81**

PACKING LIST

SALES ORDER NO: 87128AB
BATCH NO: 51959
INVOICE NO: 0112969
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA HIGH SCHOOL
520 W. WALNUT ST.
(714) 567-4900
SANTA ANA, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
8/19/2014	SANTA ANA HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/19/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
200	200	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
5	5	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940B
PARTIAL ORDER.

Print Date: 8/19/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AB
BATCH NO.: 51959
INVOICE NO.: 0112969
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA HIGH SCHOOL
520 W. WALNUT ST.
(714) 567-4900
SANTA ANA, CA 92701

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 5 CARTS

Total Computers Installed : Desktops____ Laptops____ Servers____ Other 5 CARTS

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 200/INTEGRATION SERVICES

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Lorey Lighthall
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

8/25/14
Date

8/25/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/19/2014

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0112962-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AA
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SEGERSTROM HIGH SCHOOL
2301 W. MACARTHUR BLVD.
(714) 241-5000
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SEGERSTROM HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	160	160	0	17.50	2,800.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	4	4	0	1,857.00	7,428.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940A
PARTIAL ORDER.

Net Invoice:	10,228.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	594.24
Invoice Total:	**10,822.24**

PACKING LIST

SALES ORDER NO: 87128AA
BATCH NO: 51953
INVOICE NO: 0112962
CUSTOMER NO: 0013941

AREY-JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SEGERSTROM HIGH SCHOOL
2301 W. MACARTHUR BLVD.
(714) 241-5000
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
8/19/2014	SEGERSTROM HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/19/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
160	160	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
4	4	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940A
PARTIAL ORDER.

Print Date: 8/19/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AA
BATCH NO.: 51953
INVOICE NO.: 0112962
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SEGERSTROM HIGH SCHOOL
2301 W. MACARTHUR BLVD.
(714) 241-5000
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 4 CARTS

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: NO INTEGRATION SERVICES

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

JJ Avalos
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

8/22/2014
Date

8/22/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/19/2014

INVOICE

INVOICE NUMBER: 0112971-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AC
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SADDLEBACK HIGH SCHOOL
2802 S. FLOWER ST.
(714) 569-6300
SANTA ANA, CA 92707

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SADDLEBACK HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	160	160	0	17.50	2,800.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	4	4	0	1,857.00	7,428.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940C
PARTIAL ORDER.

Net Invoice:	10,228.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	594.24
Invoice Total:	**10,822.24**

PACKING LIST

SALES ORDER NO: 87128AC
BATCH NO: 51961
INVOICE NO: 0112971
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SADDLEBACK HIGH SCHOOL
2802 S. FLOWER ST.
(714) 569-6300
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
8/19/2014	SADDLEBACK HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/19/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
160	160	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
4	4	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940C
PARTIAL ORDER.

Print Date: 8/19/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AC
BATCH NO.: 51961
INVOICE NO.: 0112971
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SADDLEBACK HIGH SCHOOL
2802 S. FLOWER ST.
(714) 569-6300
SANTA ANA, CA 92707

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 4 CMTS

Total Computers Installed : Desktops____ Laptops____ Servers____ Other 4 CMTS

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items 1 INTEGRATION SERVICES

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Julie ANDERSON

Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

8/25/14
Date

8/25/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/19/2014

INVOICE

INVOICE NUMBER: 0113136-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AD
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	VALLEY HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	160	160	0	17.50	2,800.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	4	4	0	1,857.00	7,428.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940D
PARTIAL ORDER.

Net Invoice:	10,228.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	594.24
Invoice Total:	**10,822.24**

PACKING LIST

SALES ORDER NO: 87128AD
BATCH NO: 52051
INVOICE NO: 0113136
CUSTOMER NO: 0013941

AREY-JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
8/25/2014	VALLEY HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/25/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
160	160	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
4	4	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940D
PARTIAL ORDER.

Print Date: 8/25/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AD
BATCH NO.: 52051
INVOICE NO.: 0113136
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 4 CARTS

Total Computers Installed : Desktops_____Laptops____Servers____ Other 4 CARTS

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 160 INTEGRATION SERVICES

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Luis Prado
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

8/26/14
Date

8/26/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/25/2014

INVOICE

9/20

INVOICE NUMBER: 0113137-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AE
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
CENTURY HIGH SCHOOL
1401 S. GRAND AVE.
(714) 568-7000
SANTA ANA, CA 92705

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	CENTURY HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	160	160	0	17.50	2,800.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	4	4	0	1,857.00	7,428.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940E
PARTIAL ORDER.

Net Invoice:	10,228.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	594.24
Invoice Total:	**10,822.24**

PACKING LIST

SALES ORDER NO: 87128AE
BATCH NO: 52052
INVOICE NO: 0113137
CUSTOMER NO: 0013941

AREY-JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
CENTURY HIGH SCHOOL
1401 S. GRAND AVE.
(714) 568-7000
SANTA ANA, CA 92705

DATE	SHIP VIA	F.O.B.	TERMS
8/25/2014	CENTURY HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/25/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
160	160	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
4	4	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940E
PARTIAL ORDER.

Print Date: 8/25/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AE
BATCH NO.: 52052
INVOICE NO.: 0113137
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
CENTURY HIGH SCHOOL
1401 S. GRAND AVE.
(714) 568-7000
SANTA ANA, CA 92705

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 4 CARTS

Total Computers Installed : Desktops____ Laptops____ Servers____ Other 4 CARTS

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 160 INTEGRATION SERVICES

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Francisco Martinez
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

8-26-2014
Date

8/20/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/25/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/30

INVOICE NUMBER: 0113164-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AH
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
WILSON ELEMENTARY SCHOOL
1317 N. BAKER ST.
(714) 564-8100
SANTA ANA, CA 92706

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	WILSON ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940H
PARTIAL ORDER.

Net Invoice:	2,557.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,705.57**

PACKING LIST

SALES ORDER NO: 87128AH
BATCH NO: 52062
INVOICE NO: 0113164
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
WILSON ELEMENTARY SCHOOL
1317 N. BAKER ST.
(714) 564-8100
SANTA ANA, CA 92706

DATE	SHIP VIA	F.O.B.	TERMS
8/25/2014	WILSON ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/25/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940H
PARTIAL ORDER.

Print Date: 8/25/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AH
BATCH NO.: 52062
INVOICE NO.: 0113164
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
WILSON ELEMENTARY SCHOOL
1317 N. BAKER ST.
(714) 564-8100
SANTA ANA, CA 92706

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other_____

Total Computers Installed : Desktops_____Laptops____Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 1CART 40 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

BERTHA AMEZCUA
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Bertha Amezcua
Site Administrator Signature

Arey Jones Signature

Email Address

8/27/14
Date

8/27/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/25/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/17

INVOICE NUMBER: 0113165-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AI
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
WASHINGTON ELEMENTARY SCHOOL
910 W. ANAHURST PL.
(714) 445-5100
SANTA ANA, CA 92707

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	WASHINGTON ELEM		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940I
PARTIAL ORDER.

Net Invoice:	2,557.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,705.57**

PACKING LIST

SALES ORDER NO: 87128AI
BATCH NO: 52064
INVOICE NO: 0113165
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
WASHINGTON ELEMENTARY SCHOOL
910 W. ANAHURST PL.
(714) 445-5100
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
8/25/2014	WASHINGTON ELEM		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/25/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACKORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940I
PARTIAL ORDER.

Print Date: 8/25/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AI
BATCH NO.: 52064
INVOICE NO.: 0113165
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
WASHINGTON ELEMENTARY SCHOOL
910 W. ANAHURST PL.
(714) 445-5100
SANTA ANA, CA 92707

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other_____

Total Computers Installed : Desktops_____Laptops____Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 1 CART 40 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Aurelia Beltran
Site Administrator (PLEASE PRINT)

Aurelia Beltran
Site Administrator Signature

aurebel@yahoo.com.
Email Address

8/27/14
Date

Arey Jones Representative

Arey Jones Signature

8/27/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/25/2014

INVOICE

INVOICE NUMBER: 0113178-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AJ
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
MARTIN ELEMENTARY SCHOOL
939 W. WILSHIRE AVE.
(714) 480-8000
SANTA ANA, CA 92707

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	MARTIN ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940J
PARTIAL ORDER.

Net Invoice:	2,557.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,705.57**

PACKING LIST

SALES ORDER NO: 87128AJ
BATCH NO: 52070
INVOICE NO: 0113178
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
MARTIN ELEMENTARY SCHOOL
939 W. WILSHIRE AVE.
(714) 480-8000
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	MARTIN ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/26/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940J
PARTIAL ORDER.

Print Date: 8/26/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AJ
BATCH NO.: 52070
INVOICE NO.: 0113178
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
MARTIN ELEMENTARY SCHOOL
939 W. WILSHIRE AVE.
(714) 480-8000
SANTA ANA, CA 92707

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 1 CART

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 4D integration Services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Perla Bionicio
Site Administrator (PLEASE PRINT)

Site Administrator Signature

Email Address

8/28/14
Date

Ethan McBride
Arey Jones Representative

Arey Jones Signature

8/28/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/26/2014

INVOICE

INVOICE NUMBER: 0113179-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AK
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
MADISON ELEMENTARY SCHOOL
1124 E. HOBART ST.
(714) 972-6400
SANTA ANA, CA 92707

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	MADISON ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940K
PARTIAL ORDER.

Net Invoice:	2,557.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,705.57**

PACKING LIST

SALES ORDER NO: 87128AK
BATCH NO: 52071
INVOICE NO: 0113179
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
MADISON ELEMENTARY SCHOOL
1124 E. HOBART ST.
(714) 972-6400
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	MADISON ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/26/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940K
PARTIAL ORDER.

Print Date: 8/26/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AK
BATCH NO.: 52071
INVOICE NO.: 0113179
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
MADISON ELEMENTARY SCHOOL
1124 E. HOBART ST.
(714) 972-6400
SANTA ANA, CA 92707

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 1 CART

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 40 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Carmen Cerda
Site Administrator (PLEASE PRINT)

Carmen Cerda
Site Administrator Signature

Email Address

8/28/14
Date

Kendahl Benson
Arey Jones Representative

Arey Jones Signature

8/28/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/26/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0113181-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AL
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
LINCOLN ELEMENTARY SCHOOL
425 S. SULLIVAN ST.
(714) 972-6200
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	LINCOLN ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940L
PARTIAL ORDER.

Net Invoice:	2,557.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,705.57**

PACKING LIST

SALES ORDER NO: 87128AL
BATCH NO: 52072
INVOICE NO: 0113181
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
LINCOLN ELEMENTARY SCHOOL
425 S. SULLIVAN ST.
(714) 972-6200
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	LINCOLN ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/26/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES B.O. ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940L
PARTIAL ORDER.

Print Date: 8/26/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AL
BATCH NO.: 52072
INVOICE NO.: 0113181
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
LINCOLN ELEMENTARY SCHOOL
425 S. SULLIVAN ST.
(714) 972-6200
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 1 CART

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 40 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Site Administrator (PLEASE PRINT)

MICHAEL LOPEZ

Site Administrator Signature

michael.l.lopez@sausd.us

Email Address

9/3/14

Date

Arey Jones Representative

Arey Jones Signature

9/3/14

Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/26/2014

INVOICE

INVOICE NUMBER: 0113182-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AM
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
HARVEY ELEMENTARY SCHOOL
1635 S. CENTER ST.
(714) 479-4200
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	HARVEY ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940M
PARTIAL ORDER.

Net Invoice:	2,557.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,705.57**

PACKING LIST

SALES ORDER NO: 87128AM
BATCH NO: 52073
INVOICE NO: 0113182
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
HARVEY ELEMENTARY SCHOOL
1635 S. CENTER ST.
(714) 479-4200
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	HARVEY ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/26/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940M
PARTIAL ORDER.

Print Date: 8/26/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AM
BATCH NO.: 52073
INVOICE NO.: 0113182
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
HARVEY ELEMENTARY SCHOOL
1635 S. CENTER ST.
(714) 479-4200
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 1 CART

Total Computers Installed : Desktops____Laptops____Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 40 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Lorena Mendez
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Lorena Mendez
Site Administrator Signature

Arey Jones Signature

Email Address

09/03/14
Date

9/3/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/26/2014

INVOICE

9/30

INVOICE NUMBER: 0113185-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AF
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
LORIN GRISET ACADEMY
1915 W. MCFADDEN AVE.
(714) 648-2900
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	LORIN GRISET AC		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	80	80	0	17.50	1,400.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	2	2	0	1,857.00	3,714.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940F
PARTIAL ORDER.

Net Invoice:	5,114.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	297.12
Invoice Total:	**5,411.12**

PACKING LIST

SALES ORDER NO: 87128AF
BATCH NO: 52075
INVOICE NO: 0113185
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
LORIN GRISET ACADEMY
1915 W. MCFADDEN AVE.
(714) 648-2900
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	LORIN GRISET AC		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/26/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	80	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
2	2	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940F
PARTIAL ORDER.

Print Date: 8/26/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AF
BATCH NO.: 52075
INVOICE NO.: 0113185
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
LORIN GRISET ACADEMY
1915 W. MCFADDEN AVE.
(714) 648-2900
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other_____

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 2 carts 80 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Patrick Lomforth
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

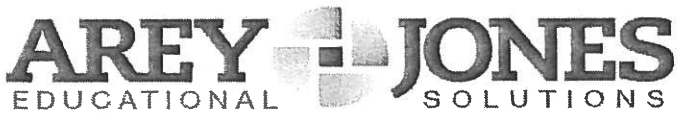
8/27/14
Date

8/27/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/26/2014

INVOICE



9/30

INVOICE NUMBER: 0113188-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AN
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
EDISON ELEMENTARY SCHOOL
2063 ORANGE AVE.
(714) 479-6900
SANTA ANA, CA 92707

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	EDISON ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940N
PARTIAL ORDER.

Net Invoice:	2,557.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,705.57**

PACKING LIST

SALES ORDER NO: 87128AN
BATCH NO: 52077
INVOICE NO: 0113188
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
EDISON ELEMENTARY SCHOOL
2063 ORANGE AVE.
(714) 479-6900
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	EDISON ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/26/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940N
PARTIAL ORDER.

Print Date: 8/26/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AN
BATCH NO.: 52077
INVOICE NO.: 0113188
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
EDISON ELEMENTARY SCHOOL
2063 ORANGE AVE.
(714) 479-6900
SANTA ANA, CA 92707

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other Kiosk

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 40 integration Services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Jane Mitchell
Site Administrator (PLEASE PRINT)

Jane Mitchell
Site Administrator Signature

Email Address

9-3-14
Date

Arey Jones Representative

Arey Jones Signature

9/3/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/30

INVOICE NUMBER: 0113204-IN
INVOICE DATE: 9/4/2014

ORDER NUMBER: 87128AO
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
DAVIS ELEMENTARY SCHOOL
1405 FRENCH ST.
(714) 564-2200
SANTA ANA, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	DAVIS ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940O
PARTIAL ORDER.

Net Invoice:	2,557.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,705.57**

PACKING LIST

SALES ORDER NO: 87128AO
BATCH NO: 52079
INVOICE NO: 0113204
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
DAVIS ELEMENTARY SCHOOL
1405 FRENCH ST.
(714) 564-2200
SANTA ANA, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
8/26/2014	DAVIS ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/26/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 329400
PARTIAL ORDER.

Print Date: 8/26/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AO
BATCH NO.: 52079
INVOICE NO.: 0113204
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
DAVIS ELEMENTARY SCHOOL
1405 FRENCH ST.
(714) 564-2200
SANTA ANA, CA 92701

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 1 CART

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 40 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Ana M Jasso
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

ana.jasso@SAUSD.US
Email Address

9/3/2014
Date

9/3/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 8/26/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/30

INVOICE NUMBER: 0113264-IN
INVOICE DATE: 9/5/2014

ORDER NUMBER: 87128AP
ORDER DATE: 8/15/2014
SALESPERSON: 0070
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
1601 E CHESTNUT
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	DISTRICT OFFICE		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	80	80	0	17.50	1,400.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	2	2	0	1,857.00	3,714.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940P
PARTIAL ORDER.

Net Invoice:	5,114.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	297.12
Invoice Total:	**5,411.12**

PACKING LIST

SALES ORDER NO: 87128AP
BATCH NO: 52088
INVOICE NO: 0113264
CUSTOMER NO: 0013941

AREY-JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
1601 E CHESTNUT
Santa Ana, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
9/2/2014	DISTRICT OFFICE		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	8/27/2014	0070

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	80	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
2	2	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

INTEGRATION SERVICES INCLUDING FOR QTY 1400 DELL CHROMEBOOKS ON AJS SO 32940/3105171
PLEASE SHIP WITH SO# 32940P
PARTIAL ORDER.

Print Date: 9/2/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128AP
BATCH NO.: 52088
INVOICE NO.: 0113264
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
1601 E CHESTNUT
Santa Ana, CA 92701

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 2 carts

Total Computers Installed : Desktops____ Laptops____ Servers____ Other 2 carts

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 80 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation:

Victor Mcolund
Site Administrator (PLEASE PRINT)

Ethan McBride
Arey Jones Representative

Victor Mcolund
Site Administrator Signature

Arey Jones Signature

Email Address

9-4-14
Date

9-4-14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/2/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/30

INVOICE NUMBER: 0113505-IN
INVOICE DATE: 9/8/2014

ORDER NUMBER: 87128BA
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SEGERSTROM HIGH SCHOOL
2301 W. MACARTHUR BLVD.
(714) 241-5000
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SEGERSTROM HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	80	80	0	17.50	1,400.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	2	2	0	1,857.00	3,714.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			
20DB0007US	EACH	80	80	0	348.40	27,872.00
LENOVO YOGA 11e, 11.6 IN, INTE			WHSE: 007			

SERIAL DISTRIBUTION:	SLR036DZD	SLR036E1G	SLR036E9S
SERIAL DISTRIBUTION:	SLR036EAJ	SLR036EDL	SLR036EE9
SERIAL DISTRIBUTION:	SLR036EEH	SLR036EEW	SLR036EFC
SERIAL DISTRIBUTION:	SLR036FWT	SLR036FWZ	SLR036FX2
SERIAL DISTRIBUTION:	SLR036FX5	SLR036FXA	SLR036FXH
SERIAL DISTRIBUTION:	SLR036FXJ	SLR036FXK	SLR036FXL
SERIAL DISTRIBUTION:	SLR036FXS	SLR036FXV	SLR036FY0
SERIAL DISTRIBUTION:	SLR036FY7	SLR036FYD	SLR036FYR
SERIAL DISTRIBUTION:	SLR036FYV	SLR036FYX	SLR036FZ0
SERIAL DISTRIBUTION:	SLR036FZA	SLR036FZE	SLR036FZF
SERIAL DISTRIBUTION:	SLR036FZH	SLR036FZM	SLR036FZN
SERIAL DISTRIBUTION:	SLR036FZW	SLR036FZX	SLR036G00
SERIAL DISTRIBUTION:	SLR036G01	SLR036G06	SLR036G07
SERIAL DISTRIBUTION:	SLR036G08	SLR036G0A	SLR036G0C
SERIAL DISTRIBUTION:	SLR036G0K	SLR036G0M	SLR036G0N
SERIAL DISTRIBUTION:	SLR036G0P	SLR036G0S	SLR036G0T
SERIAL DISTRIBUTION:	SLR036G0X	SLR036G10	SLR036G17
SERIAL DISTRIBUTION:	SLR036G1E	SLR036G1J	SLR036G1L
SERIAL DISTRIBUTION:	SLR036G1P	SLR036G1R	SLR036G1V
SERIAL DISTRIBUTION:	SLR036G1Y	SLR036G1Z	SLR036G2B
SERIAL DISTRIBUTION:	SLR036G2H	SLR036GYY	SLR036GZ6
SERIAL DISTRIBUTION:	SLR036GZF	SLR036GZM	SLR036H09
SERIAL DISTRIBUTION:	SLR036H0G	SLR036H16	SLR036H25
SERIAL DISTRIBUTION:	SLR036H2F	SLR036H2Y	SLR036H35
SERIAL DISTRIBUTION:	SLR036H3G	SLR036H3K	SLR036H3V
SERIAL DISTRIBUTION:	SLR036H46	SLR036H4H	SLR036H5S
SERIAL DISTRIBUTION:	SLR036H67	SLR036H76	

CONTINUED

INVOICE

INVOICE NUMBER: 0113505-IN
INVOICE DATE: 9/8/2014

ORDER NUMBER: 87128BA
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SEGERSTROM HIGH SCHOOL
2301 W. MACARTHUR BLVD.
(714) 241-5000
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SEGERSTROM HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
CROS-SW-DN-EDU GOOGLE CHROME CONSOLE	EACH	80	80 WHSE: 007	0	30.00	2,400.00
EWRFL14 ELECTRONIC WASTE RECYCLING FEE	EACH	80	80 WHSE: 007	0	3.00	240.00

PARTIAL ORDER.

Net Invoice:	35,386.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	240.00
Sales Tax:	2,526.88
Invoice Total:	**38,152.88**

PACKING LIST

SALES ORDER NO: 87128BA
BATCH NO: 52134
INVOICE NO: 0113505
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SEGERSTROM HIGH SCHOOL
2301 W. MACARTHUR BLVD.
(714) 241-5000
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
9/2/2014	SEGERSTROM HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/2/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION		UNIT PRICE	TOTAL AMOUNT
80	80	0	DL012	CHROMEBOOKS INTEGRATION SVCS			
2	2	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART			
80	80	0	20DB0007US	LENOVO YOGA 11e, 11.6 IN, INTE			
	SERIAL	DISTRIBUTION:	SLR036DZD	SLR036E1G	SLR036E9S		
	SERIAL	DISTRIBUTION:	SLR036EAJ	SLR036EDL	SLR036EE9		
	SERIAL	DISTRIBUTION:	SLR036EEH	SLR036EEW	SLR036EFC		
	SERIAL	DISTRIBUTION:	SLR036FWT	SLR036FWZ	SLR036FX2		
	SERIAL	DISTRIBUTION:	SLR036FX5	SLR036FXA	SLR036FXH		
	SERIAL	DISTRIBUTION:	SLR036FXJ	SLR036FXK	SLR036FXL		
	SERIAL	DISTRIBUTION:	SLR036FXS	SLR036FXV	SLR036FY0		
	SERIAL	DISTRIBUTION:	SLR036FY7	SLR036FYD	SLR036FYR		
	SERIAL	DISTRIBUTION:	SLR036FYV	SLR036FYX	SLR036FZ0		
	SERIAL	DISTRIBUTION:	SLR036FZA	SLR036FZE	SLR036FZF		
	SERIAL	DISTRIBUTION:	SLR036FZH	SLR036FZM	SLR036FZN		
	SERIAL	DISTRIBUTION:	SLR036FZW	SLR036FZX	SLR036G00		
	SERIAL	DISTRIBUTION:	SLR036G01	SLR036G06	SLR036G07		
	SERIAL	DISTRIBUTION:	SLR036G08	SLR036G0A	SLR036G0C		
	SERIAL	DISTRIBUTION:	SLR036G0K	SLR036G0M	SLR036G0N		
	SERIAL	DISTRIBUTION:	SLR036G0P	SLR036G0S	SLR036G0T		
	SERIAL	DISTRIBUTION:	SLR036G0X	SLR036G10	SLR036G17		
	SERIAL	DISTRIBUTION:	SLR036G1E	SLR036G1J	SLR036G1L		
	SERIAL	DISTRIBUTION:	SLR036G1P	SLR036G1R	SLR036G1V		
	SERIAL	DISTRIBUTION:	SLR036G1Y	SLR036G1Z	SLR036G2B		
	SERIAL	DISTRIBUTION:	SLR036G2H	SLR036GYY	SLR036GZ6		
	SERIAL	DISTRIBUTION:	SLR036GZF	SLR036GZM	SLR036H09		
	SERIAL	DISTRIBUTION:	SLR036H0G	SLR036H16	SLR036H25		
	SERIAL	DISTRIBUTION:	SLR036H2F	SLR036H2Y	SLR036H35		
	SERIAL	DISTRIBUTION:	SLR036H3G	SLR036H3K	SLR036H3V		
	SERIAL	DISTRIBUTION:	SLR036H46	SLR036H4H	SLR036H5S		
	SERIAL	DISTRIBUTION:	SLR036H67	SLR036H76			
80	80	0	CROS-SW-DN-EDU	GOOGLE CHROME CONSOLE			

Print Date: 9/2/2014

PACKING LIST

SALES ORDER NO: 87128BA
BATCH NO: 52134
INVOICE NO: 0113505
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SEGERSTROM HIGH SCHOOL
2301 W. MACARTHUR BLVD.
(714) 241-5000
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
9/2/2014	SEGERSTROM HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/2/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	80	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
PARTIAL ORDER.						

Print Date: 9/2/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128BA
BATCH NO.: 52134
INVOICE NO.: 0113505
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SEGERSTROM HIGH SCHOOL
2301 W. MACARTHUR BLVD.
(714) 241-5000
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 80 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other 80 Chromebooks

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____.

Total Patch Cables: _____ Misc. Items: 2 Cart's 80 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

JJ Avalos
Site Administrator (PLEASE PRINT)

Kendahl Benson
Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

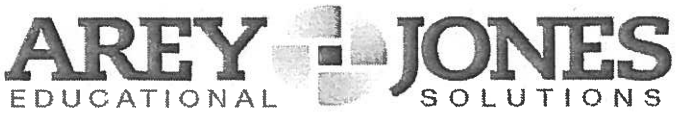
9/5/14
Date

9/5/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/2/2014

INVOICE



9/20

INVOICE NUMBER: 0113522-IN
INVOICE DATE: 9/8/2014

ORDER NUMBER: 87128BB
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA HIGH SCHOOL
520 W. WALNUT ST.
(714) 567-4900
SANTA ANA, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SANTA ANA HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	80	80	0	17.50	1,400.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	2	2	0	1,857.00	3,714.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			
20DB0007US	EACH	80	80	0	348.40	27,872.00
LENOVO YOGA 11e, 11.6 IN, INTE			WHSE: 007			

SERIAL DISTRIBUTION:	SLR036DWR	SLR036DY0	SLR036E12
SERIAL DISTRIBUTION:	SLR036E9H	SLR036EA3	SLR036EAH
SERIAL DISTRIBUTION:	SLR036EBP	SLR036EEM	SLR036EEP
SERIAL DISTRIBUTION:	SLR036EEV	SLR036EF1	SLR036EFE
SERIAL DISTRIBUTION:	SLR036FWV	SLR036FXB	SLR036FXC
SERIAL DISTRIBUTION:	SLR036FXM	SLR036FXT	SLR036FXW
SERIAL DISTRIBUTION:	SLR036FXX	SLR036FY4	SLR036FY9
SERIAL DISTRIBUTION:	SLR036FYA	SLR036FYB	SLR036FYE
SERIAL DISTRIBUTION:	SLR036FYG	SLR036FYN	SLR036FYP
SERIAL DISTRIBUTION:	SLR036FYU	SLR036FYZ	SLR036FZ3
SERIAL DISTRIBUTION:	SLR036FZ7	SLR036FZB	SLR036FZJ
SERIAL DISTRIBUTION:	SLR036FZQ	SLR036FZR	SLR036FZT
SERIAL DISTRIBUTION:	SLR036FZZ	SLR036G02	SLR036G03
SERIAL DISTRIBUTION:	SLR036G05	SLR036G0F	SLR036G0V
SERIAL DISTRIBUTION:	SLR036G0Z	SLR036G11	SLR036G13
SERIAL DISTRIBUTION:	SLR036G15	SLR036G1Q	SLR036G21
SERIAL DISTRIBUTION:	SLR036H0C	SLR036H0D	SLR036H13
SERIAL DISTRIBUTION:	SLR036H1G	SLR036H1V	SLR036H2C
SERIAL DISTRIBUTION:	SLR036H2S	SLR036H2T	SLR036H3C
SERIAL DISTRIBUTION:	SLR036H3Z	SLR036H4S	SLR036H51
SERIAL DISTRIBUTION:	SLR036H52	SLR036H5E	SLR036H5Y
SERIAL DISTRIBUTION:	SLR036H62	SLR036H64	SLR036H6J
SERIAL DISTRIBUTION:	SLR036H6P	SLR036H6Q	SLR036H6S
SERIAL DISTRIBUTION:	SLR036T25	SLR036T2E	SLR036T35
SERIAL DISTRIBUTION:	SLR036T46	SLR036TJY	SLR036TL6
SERIAL DISTRIBUTION:	SLR036TMP	SLR036TNT	SLR036TPT
SERIAL DISTRIBUTION:	SLR036TSX	SLR036TT5	

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113522-IN
INVOICE DATE: 9/8/2014

ORDER NUMBER: 87128BB
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA HIGH SCHOOL
520 W. WALNUT ST.
(714) 567-4900
SANTA ANA, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SANTA ANA HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
CROS-SW-DN-EDU	EACH	80	80	0	30.00	2,400.00
GOOGLE CHROME CONSOLE			WHSE: 007			
EWRFL14	EACH	80	80	0	3.00	240.00
ELECTRONIC WASTE RECYCLING FEE			WHSE: 007			

PARTIAL ORDER.

Net Invoice:	35,386.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	240.00
Sales Tax:	2,526.88
Invoice Total:	**38,152.88**

PACKING LIST

SALES ORDER NO: 87128BB
BATCH NO: 52142
INVOICE NO: 0113522
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA HIGH SCHOOL
520 W. WALNUT ST.
(714) 567-4900
SANTA ANA, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
9/3/2014	SANTA ANA HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/3/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACKORDER	ITEM NUMBER	DESCRIPTION		UNIT PRICE	TOTAL AMOUNT
80	80	0	DL012	CHROMEBOOKS INTEGRATION SVCS			
2	2	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART			
80	80	0	20DB0007US	LENOVO YOGA 11e, 11.6 IN, INTE			
	SERIAL	DISTRIBUTION:	SLR036DWR	SLR036DY0	SLR036E12		
	SERIAL	DISTRIBUTION:	SLR036E9H	SLR036EA3	SLR036EAH		
	SERIAL	DISTRIBUTION:	SLR036EBP	SLR036EEM	SLR036EEP		
	SERIAL	DISTRIBUTION:	SLR036EEV	SLR036EF1	SLR036EFE		
	SERIAL	DISTRIBUTION:	SLR036FWV	SLR036FXB	SLR036FXC		
	SERIAL	DISTRIBUTION:	SLR036FXM	SLR036FXT	SLR036FXW		
	SERIAL	DISTRIBUTION:	SLR036FXX	SLR036FY4	SLR036FY9		
	SERIAL	DISTRIBUTION:	SLR036FYA	SLR036FYB	SLR036FYE		
	SERIAL	DISTRIBUTION:	SLR036FYG	SLR036FYN	SLR036FYP		
	SERIAL	DISTRIBUTION:	SLR036FYU	SLR036FYZ	SLR036FZ3		
	SERIAL	DISTRIBUTION:	SLR036FZ7	SLR036FZB	SLR036FZJ		
	SERIAL	DISTRIBUTION:	SLR036FZQ	SLR036FZR	SLR036FZT		
	SERIAL	DISTRIBUTION:	SLR036FZZ	SLR036G02	SLR036G03		
	SERIAL	DISTRIBUTION:	SLR036G05	SLR036G0F	SLR036G0V		
	SERIAL	DISTRIBUTION:	SLR036G0Z	SLR036G11	SLR036G13		
	SERIAL	DISTRIBUTION:	SLR036G15	SLR036G1Q	SLR036G21		
	SERIAL	DISTRIBUTION:	SLR036H0C	SLR036H0D	SLR036H13		
	SERIAL	DISTRIBUTION:	SLR036H1G	SLR036H1V	SLR036H2C		
	SERIAL	DISTRIBUTION:	SLR036H2S	SLR036H2T	SLR036H3C		
	SERIAL	DISTRIBUTION:	SLR036H3Z	SLR036H4S	SLR036H51		
	SERIAL	DISTRIBUTION:	SLR036H52	SLR036H5E	SLR036H5Y		
	SERIAL	DISTRIBUTION:	SLR036H62	SLR036H64	SLR036H6J		
	SERIAL	DISTRIBUTION:	SLR036H6P	SLR036H6Q	SLR036H6S		
	SERIAL	DISTRIBUTION:	SLR036T25	SLR036T2E	SLR036T35		
	SERIAL	DISTRIBUTION:	SLR036T46	SLR036TJY	SLR036TL6		
	SERIAL	DISTRIBUTION:	SLR036TMP	SLR036TNT	SLR036TPT		
	SERIAL	DISTRIBUTION:	SLR036TSX	SLR036TT5			
80	80	0	CROS-SW-DN-EDU	GOOGLE CHROME CONSOLE			

Print Date: 9/3/2014

PACKING LIST

SALES ORDER NO: 87128BB
BATCH NO: 52142
INVOICE NO: 0113522
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA HIGH SCHOOL
520 W. WALNUT ST.
(714) 567-4900
SANTA ANA, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
9/3/2014	SANTA ANA HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/3/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACKORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	80	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
PARTIAL ORDER.						

Print Date: 9/3/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128BB
BATCH NO.: 52142
INVOICE NO.: 0113522
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA HIGH SCHOOL
520 W. WALNUT ST.
(714) 567-4900
SANTA ANA, CA 92701

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 80 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other 80 Chromebooks

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 2 carts 80 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Ronald Hernandez
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

9-5-14
Date

7/5/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/3/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/30

INVOICE NUMBER: 0113526-IN
INVOICE DATE: 9/9/2014

ORDER NUMBER: 87128BC
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SADDLEBACK HIGH SCHOOL
2802 S. FLOWER ST.
(714) 569-6300
SANTA ANA, CA 92707

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SADDLEBACK HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	80	80	0	17.50	1,400.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	2	2	0	1,857.00	3,714.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			
20DB0007US	EACH	80	80	0	348.40	27,872.00
LENOVO YOGA 11e, 11.6 IN, INTE			WHSE: 007			

SERIAL DISTRIBUTION:	SLR036T1U	SLR036T1W	SLR036T20
SERIAL DISTRIBUTION:	SLR036T27	SLR036T2A	SLR036T2C
SERIAL DISTRIBUTION:	SLR036T2D	SLR036T2J	SLR036T2R
SERIAL DISTRIBUTION:	SLR036T2Y	SLR036T32	SLR036T3H
SERIAL DISTRIBUTION:	SLR036T3P	SLR036T3R	SLR036T41
SERIAL DISTRIBUTION:	SLR036T44	SLR036T45	SLR036T47
SERIAL DISTRIBUTION:	SLR036T4E	SLR036T4Q	SLR036T52
SERIAL DISTRIBUTION:	SLR036T53	SLR036T55	SLR036TJG
SERIAL DISTRIBUTION:	SLR036TJX	SLR036TJZ	SLR036TK8
SERIAL DISTRIBUTION:	SLR036TKC	SLR036TKH	SLR036TKK
SERIAL DISTRIBUTION:	SLR036TKZ	SLR036TL1	SLR036TL8
SERIAL DISTRIBUTION:	SLR036TLE	SLR036TLR	SLR036TLS
SERIAL DISTRIBUTION:	SLR036TLT	SLR036TLW	SLR036TLX
SERIAL DISTRIBUTION:	SLR036TM0	SLR036TM3	SLR036TM5
SERIAL DISTRIBUTION:	SLR036TM8	SLR036TMA	SLR036TMJ
SERIAL DISTRIBUTION:	SLR036TMM	SLR036TMN	SLR036TMR
SERIAL DISTRIBUTION:	SLR036TMT	SLR036TMW	SLR036TMX
SERIAL DISTRIBUTION:	SLR036TMZ	SLR036TN6	SLR036TNE
SERIAL DISTRIBUTION:	SLR036TNV	SLR036TNZ	SLR036TPB
SERIAL DISTRIBUTION:	SLR036TPC	SLR036TPH	SLR036TPJ
SERIAL DISTRIBUTION:	SLR036TPK	SLR036TPL	SLR036TPU
SERIAL DISTRIBUTION:	SLR036TPW	SLR036TQ1	SLR036TQ5
SERIAL DISTRIBUTION:	SLR036TQ6	SLR036TQA	SLR036TQD
SERIAL DISTRIBUTION:	SLR036TQG	SLR036TQH	SLR036TQM
SERIAL DISTRIBUTION:	SLR036TRP	SLR036TRT	SLR036TRZ
SERIAL DISTRIBUTION:	SLR036TS8	SLR036TSZ	SLR036TT0
SERIAL DISTRIBUTION:	SLR036TT4	SLR036TTT	

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113526-IN
INVOICE DATE: 9/9/2014

ORDER NUMBER: 87128BC
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SADDLEBACK HIGH SCHOOL
2802 S. FLOWER ST.
(714) 569-6300
SANTA ANA, CA 92707

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	SADDLEBACK HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
CROS-SW-DN-EDU	EACH	80	80	0	30.00	2,400.00
GOOGLE CHROME CONSOLE			WHSE: 007			
EWRFL14	EACH	80	80	0	3.00	240.00
ELECTRONIC WASTE RECYCLING FEE			WHSE: 007			

PARTIAL ORDER.

Net Invoice:	35,386.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	240.00
Sales Tax:	2,526.88
Invoice Total:	**38,152.88**

PACKING LIST

SALES ORDER NO: 87128BC
BATCH NO: 52147
INVOICE NO: 0113526
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SADDLEBACK HIGH SCHOOL
2802 S. FLOWER ST.
(714) 569-6300
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
9/3/2014	SADDLEBACK HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/3/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION		UNIT PRICE	TOTAL AMOUNT
80	80	0	DL012	CHROMEBOOKS INTEGRATION SVCS			
2	2	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART			
80	80	0	20DB0007US	LENOVO YOGA 11e, 11.6 IN, INTE			
	SERIAL	DISTRIBUTION:	SLR036T1U	SLR036T1W	SLR036T20		
	SERIAL	DISTRIBUTION:	SLR036T27	SLR036T2A	SLR036T2C		
	SERIAL	DISTRIBUTION:	SLR036T2D	SLR036T2J	SLR036T2R		
	SERIAL	DISTRIBUTION:	SLR036T2Y	SLR036T32	SLR036T3H		
	SERIAL	DISTRIBUTION:	SLR036T3P	SLR036T3R	SLR036T41		
	SERIAL	DISTRIBUTION:	SLR036T44	SLR036T45	SLR036T47		
	SERIAL	DISTRIBUTION:	SLR036T4E	SLR036T4Q	SLR036T52		
	SERIAL	DISTRIBUTION:	SLR036T53	SLR036T55	SLR036TJG		
	SERIAL	DISTRIBUTION:	SLR036TJX	SLR036TJZ	SLR036TK8		
	SERIAL	DISTRIBUTION:	SLR036TKC	SLR036TKH	SLR036TKK		
	SERIAL	DISTRIBUTION:	SLR036TKZ	SLR036TL1	SLR036TL8		
	SERIAL	DISTRIBUTION:	SLR036TLE	SLR036TLR	SLR036TLS		
	SERIAL	DISTRIBUTION:	SLR036TLT	SLR036TLW	SLR036TLX		
	SERIAL	DISTRIBUTION:	SLR036TM0	SLR036TM3	SLR036TM5		
	SERIAL	DISTRIBUTION:	SLR036TM8	SLR036TMA	SLR036TMJ		
	SERIAL	DISTRIBUTION:	SLR036TMM	SLR036TMN	SLR036TMR		
	SERIAL	DISTRIBUTION:	SLR036TMT	SLR036TMW	SLR036TMX		
	SERIAL	DISTRIBUTION:	SLR036TMZ	SLR036TN6	SLR036TNE		
	SERIAL	DISTRIBUTION:	SLR036TNV	SLR036TNZ	SLR036TPB		
	SERIAL	DISTRIBUTION:	SLR036TPC	SLR036TPH	SLR036TPJ		
	SERIAL	DISTRIBUTION:	SLR036TPK	SLR036TPL	SLR036TPU		
	SERIAL	DISTRIBUTION:	SLR036TPW	SLR036TQ1	SLR036TQ5		
	SERIAL	DISTRIBUTION:	SLR036TQ6	SLR036TQA	SLR036TQD		
	SERIAL	DISTRIBUTION:	SLR036TQG	SLR036TQH	SLR036TQM		
	SERIAL	DISTRIBUTION:	SLR036TRP	SLR036TRT	SLR036TRZ		
	SERIAL	DISTRIBUTION:	SLR036TS8	SLR036TSZ	SLR036TT0		
	SERIAL	DISTRIBUTION:	SLR036TT4	SLR036TTT			
80	80	0	CROS-SW-DN-EDU	GOOGLE CHROME CONSOLE			

Print Date: 9/3/2014

PACKING LIST

SALES ORDER NO: 87128BC
BATCH NO: 52147
INVOICE NO: 0113526
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SADDLEBACK HIGH SCHOOL
2802 S. FLOWER ST.
(714) 569-6300
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
9/3/2014	SADDLEBACK HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
310518	9/3/2014	0050	

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	80	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
PARTIAL ORDER.						

Print Date: 9/3/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128BC
BATCH NO.: 52147
INVOICE NO.: 0113526
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SADDLEBACK HIGH SCHOOL
2802 S. FLOWER ST.
(714) 569-6300
SANTA ANA, CA 92707

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 80 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 2 carts 80 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

CHHOTEKA KHEEV
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

9/8/2014
Date

9/8/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/3/2014

INVOICE

INVOICE NUMBER: 0113546-IN
INVOICE DATE: 9/22/2014

ORDER NUMBER: 87128BH
ORDER DATE: 9/3/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
1601 E CHESTNUT
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	DISTRICT OFFICE		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS		WHSE: 007				
20DB0007US	EACH	40	40	0	348.40	13,936.00
LENOVO YOGA 11e, 11.6 IN, INTE		WHSE: 007				
SERIAL DISTRIBUTION:		SLR036T28	SLR036T2U		SLR036T31	
SERIAL DISTRIBUTION:		SLR036T36	SLR036T49		SLR036T4A	
SERIAL DISTRIBUTION:		SLR036T4F	SLR036T4J		SLR036TK7	
SERIAL DISTRIBUTION:		SLR036TLB	SLR036TLV		SLR036TM2	
SERIAL DISTRIBUTION:		SLR036TM4	SLR036TME		SLR036TML	
SERIAL DISTRIBUTION:		SLR036TMQ	SLR036TN2		SLR036TN4	
SERIAL DISTRIBUTION:		SLR036TN5	SLR036TN7		SLR036TN9	
SERIAL DISTRIBUTION:		SLR036TNF	SLR036TNH		SLR036TNL	
SERIAL DISTRIBUTION:		SLR036TNM	SLR036TNR		SLR036TNU	
SERIAL DISTRIBUTION:		SLR036TNW	SLR036TP6		SLR036TP9	
SERIAL DISTRIBUTION:		SLR036TPE	SLR036TPG		SLR036TPM	
SERIAL DISTRIBUTION:		SLR036TPR	SLR036TPV		SLR036TPZ	
SERIAL DISTRIBUTION:		SLR036TQ3	SLR036TQ9		SLR036TSH	
SERIAL DISTRIBUTION:		SLR036TSY				
CROS-SW-DN-EDU	EACH	40	40	0	30.00	1,200.00
GOOGLE CHROME CONSOLE		WHSE: 007				
EWRFL14	EACH	40	40	0	3.00	120.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

PARTIAL ORDER.

Net Invoice:	15,836.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	120.00
Sales Tax:	1,114.88
Invoice Total:	**17,070.88**

PACKING LIST

SALES ORDER NO: 87128BH
BATCH NO: 52158
INVOICE NO: 0113546
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
1601 E CHESTNUT
Santa Ana, CA 92701

DATE	SHIP VIA	F.O.B	TERMS
9/3/2014	DISTRICT OFFICE		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/3/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
40	40	0	20DB0007US	LENOVO YOGA 11e, 11.6 IN, INTE		
	SERIAL DISTRIBUTION: SLR036T28			SLR036T2U SLR036T31		
	SERIAL DISTRIBUTION: SLR036T36			SLR036T49 SLR036T4A		
	SERIAL DISTRIBUTION: SLR036T4F			SLR036T4J SLR036TK7		
	SERIAL DISTRIBUTION: SLR036TLB			SLR036TLV SLR036TM2		
	SERIAL DISTRIBUTION: SLR036TM4			SLR036TME SLR036TML		
	SERIAL DISTRIBUTION: SLR036TMQ			SLR036TN2 SLR036TN4		
	SERIAL DISTRIBUTION: SLR036TN5			SLR036TN7 SLR036TN9		
	SERIAL DISTRIBUTION: SLR036TNF			SLR036TNH SLR036TNL		
	SERIAL DISTRIBUTION: SLR036TNM			SLR036TNR SLR036TNU		
	SERIAL DISTRIBUTION: SLR036TNW			SLR036TP6 SLR036TP9		
	SERIAL DISTRIBUTION: SLR036TPE			SLR036TPG SLR036TPM		
	SERIAL DISTRIBUTION: SLR036TPR			SLR036TPV SLR036TPZ		
	SERIAL DISTRIBUTION: SLR036TQ3			SLR036TQ9 SLR036TSH		
	SERIAL DISTRIBUTION: SLR036TSY					
40	40	0	CROS-SW-DN-EDU	GOOGLE CHROME CONSOLE		
40	40	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		

PARTIAL ORDER.

rint Date: 9/3/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128BH
BATCH NO.: 52158
INVOICE NO.: 0113546
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
1601 E CHESTNUT
Santa Ana, CA 92701

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 40 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 40 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Vickie Naslund
Site Administrator (PLEASE PRINT)

Ethan M Bird
Arey Jones Representative

Vicki Naslund
Site Administrator Signature

Ethan
Arey Jones Signature

_____
Email Address

9-4-14
Date

9/4/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/3/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/20

INVOICE NUMBER: 0113607-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 87128BE
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
CENTURY HIGH SCHOOL
1401 S. GRAND AVE.
(714) 568-7000
SANTA ANA, CA 92705

CONFIRM TO:
Christine Maljian

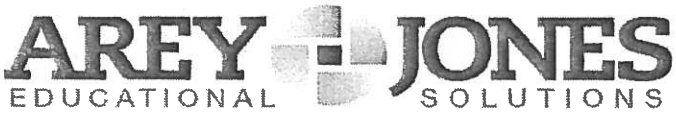
CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	CENTURY HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	80	80	0	17.50	1,400.00
CHROMEBOOKS INTEGRATION SVCS		WHSE: 007				
NETBOOK42-CT	EACH	2	2	0	1,857.00	3,714.00
BRETFORD 42-UNIT NETBOOK CART		WHSE: 007				
20DB0007US	EACH	80	80	0	348.40	27,872.00
LENOVO YOGA 11e, 11.6 IN, INTE		WHSE: 007				

SERIAL DISTRIBUTION:	SLR036DZV	SLR036FXF	SLR036H2P
SERIAL DISTRIBUTION:	SLR036H2X	SLR036T1X	SLR036T1Z
SERIAL DISTRIBUTION:	SLR036T24	SLR036T2G	SLR036T2K
SERIAL DISTRIBUTION:	SLR036T2Q	SLR036T2Z	SLR036T33
SERIAL DISTRIBUTION:	SLR036T3L	SLR036T3V	SLR036T3Z
SERIAL DISTRIBUTION:	SLR036T43	SLR036T48	SLR036T4K
SERIAL DISTRIBUTION:	SLR036T4L	SLR036T4N	SLR036T4S
SERIAL DISTRIBUTION:	SLR036T4X	SLR036T54	SLR036T56
SERIAL DISTRIBUTION:	SLR036TJN	SLR036TK1	SLR036TK9
SERIAL DISTRIBUTION:	SLR036TKN	SLR036TKT	SLR036TL0
SERIAL DISTRIBUTION:	SLR036TL5	SLR036TL9	SLR036TNB
SERIAL DISTRIBUTION:	SLR036TPA	SLR036TPF	SLR036TQ8
SERIAL DISTRIBUTION:	SLR036TQC	SLR036TQN	SLR036TQT
SERIAL DISTRIBUTION:	SLR036TQW	SLR036TQX	SLR036TQZ
SERIAL DISTRIBUTION:	SLR036TR0	SLR036TR1	SLR036TR2
SERIAL DISTRIBUTION:	SLR036TR3	SLR036TR6	SLR036TR7
SERIAL DISTRIBUTION:	SLR036TRC	SLR036TRF	SLR036TRG
SERIAL DISTRIBUTION:	SLR036TRJ	SLR036TRM	SLR036TRR
SERIAL DISTRIBUTION:	SLR036TRS	SLR036TRW	SLR036TRX
SERIAL DISTRIBUTION:	SLR036TS0	SLR036TS1	SLR036TS2
SERIAL DISTRIBUTION:	SLR036TS4	SLR036TS5	SLR036TS6
SERIAL DISTRIBUTION:	SLR036TS7	SLR036TSA	SLR036TSC
SERIAL DISTRIBUTION:	SLR036TSE	SLR036TSJ	SLR036TSK
SERIAL DISTRIBUTION:	SLR036TSP	SLR036TSS	SLR036TST
SERIAL DISTRIBUTION:	SLR036TSU	SLR036TT3	SLR036TT7
SERIAL DISTRIBUTION:	SLR036TT8	SLR036TT9	SLR036TTA
SERIAL DISTRIBUTION:	SLR036TTC	SLR036TTD	

CONTINUED

INVOICE



P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113607-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 87128BE
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
CENTURY HIGH SCHOOL
1401 S. GRAND AVE.
(714) 568-7000
SANTA ANA, CA 92705

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	CENTURY HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
CROS-SW-DN-EDU	EACH	80	80	0	30.00	2,400.00
GOOGLE CHROME CONSOLE			WHSE: 007			
EWRFL14	EACH	80	80	0	3.00	240.00
ELECTRONIC WASTE RECYCLING FEE			WHSE: 007			

PARTIAL ORDER.

Net Invoice:	35,386.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	240.00
Sales Tax:	2,526.88
Invoice Total:	**38,152.88**

PACKING LIST

SALES ORDER NO: 87128BE
BATCH NO: 52180
INVOICE NO: 0113607
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
CENTURY HIGH SCHOOL
1401 S. GRAND AVE.
(714) 568-7000
SANTA ANA, CA 92705

DATE	SHIP VIA	F.O.B.	TERMS
9/5/2014	CENTURY HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/5/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACKORDER	ITEM NUMBER	DESCRIPTION		UNIT PRICE	TOTAL AMOUNT
80	80	0	DL012	CHROMEBOOKS INTEGRATION SVCS			
2	2	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART			
80	80	0	20DB0007US	LENOVO YOGA 11e, 11.6 IN, INTE			
	SERIAL	DISTRIBUTION:	SLR036DZV	SLR036FXF	SLR036H2P		
	SERIAL	DISTRIBUTION:	SLR036H2X	SLR036T1X	SLR036T1Z		
	SERIAL	DISTRIBUTION:	SLR036T24	SLR036T2G	SLR036T2K		
	SERIAL	DISTRIBUTION:	SLR036T2Q	SLR036T2Z	SLR036T33		
	SERIAL	DISTRIBUTION:	SLR036T3L	SLR036T3V	SLR036T3Z		
	SERIAL	DISTRIBUTION:	SLR036T43	SLR036T48	SLR036T4K		
	SERIAL	DISTRIBUTION:	SLR036T4L	SLR036T4N	SLR036T4S		
	SERIAL	DISTRIBUTION:	SLR036T4X	SLR036T54	SLR036T56		
	SERIAL	DISTRIBUTION:	SLR036TJN	SLR036TK1	SLR036TK9		
	SERIAL	DISTRIBUTION:	SLR036TKN	SLR036TKT	SLR036TL0		
	SERIAL	DISTRIBUTION:	SLR036TL5	SLR036TL9	SLR036TNB		
	SERIAL	DISTRIBUTION:	SLR036TPA	SLR036TPF	SLR036TQ8		
	SERIAL	DISTRIBUTION:	SLR036TQC	SLR036TQN	SLR036TQT		
	SERIAL	DISTRIBUTION:	SLR036TQW	SLR036TQX	SLR036TQZ		
	SERIAL	DISTRIBUTION:	SLR036TR0	SLR036TR1	SLR036TR2		
	SERIAL	DISTRIBUTION:	SLR036TR3	SLR036TR6	SLR036TR7		
	SERIAL	DISTRIBUTION:	SLR036TRC	SLR036TRF	SLR036TRG		
	SERIAL	DISTRIBUTION:	SLR036TRJ	SLR036TRM	SLR036TRR		
	SERIAL	DISTRIBUTION:	SLR036TRS	SLR036TRW	SLR036TRX		
	SERIAL	DISTRIBUTION:	SLR036TS0	SLR036TS1	SLR036TS2		
	SERIAL	DISTRIBUTION:	SLR036TS4	SLR036TS5	SLR036TS6		
	SERIAL	DISTRIBUTION:	SLR036TS7	SLR036TSA	SLR036TSC		
	SERIAL	DISTRIBUTION:	SLR036TSE	SLR036TSJ	SLR036TSK		
	SERIAL	DISTRIBUTION:	SLR036TSP	SLR036TSS	SLR036TST		
	SERIAL	DISTRIBUTION:	SLR036TSU	SLR036TT3	SLR036TT7		
	SERIAL	DISTRIBUTION:	SLR036TT8	SLR036TT9	SLR036TTA		
	SERIAL	DISTRIBUTION:	SLR036TTC	SLR036TTD			
80	80	0	CROS-SW-DN-EDU	GOOGLE CHROME CONSOLE			

Print Date: 9/5/2014

PACKING LIST

SALES ORDER NO: 87128BE
BATCH NO: 52180
INVOICE NO: 0113607
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
CENTURY HIGH SCHOOL
1401 S. GRAND AVE.
(714) 568-7000
SANTA ANA, CA 92705

DATE	SHIP VIA	F.O.B.	TERMS
9/5/2014	CENTURY HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/5/2014	0050

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACKORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	80	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
PARTIAL ORDER.						

Print Date: 9/5/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128BE
BATCH NO.: 52180
INVOICE NO.: 0113607
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
CENTURY HIGH SCHOOL
1401 S. GRAND AVE.
(714) 568-7000
SANTA ANA, CA 92705

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 90 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 90 integration Services 2 carts

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Angelit Wright
Site Administrator (PLEASE PRINT)

Angie Wright
Site Administrator Signature

9-9-14
Email Address

9-9-14
Date

Arey Jones Representative

Arey Jones Signature

9/9/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/5/2014

INVOICE

9/10

INVOICE NUMBER: 0113608-IN
INVOICE DATE: 9/9/2014

ORDER NUMBER: 87128BD
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	VALLEY HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	40	40	0	17.50	700.00
CHROMEBOOKS INTEGRATION SVCS		WHSE: 007				
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART		WHSE: 007				
20DB0007US	EACH	40	40	0	348.40	13,936.00
LENOVO YOGA 11e, 11.6 IN, INTE		WHSE: 007				
SERIAL DISTRIBUTION:		SLR036T1S	SLR036T2B		SLR036T2P	
SERIAL DISTRIBUTION:		SLR036T2V	SLR036T3M		SLR036T3Q	
SERIAL DISTRIBUTION:		SLR036T3U	SLR036T4Z		SLR036TJS	
SERIAL DISTRIBUTION:		SLR036TK5	SLR036TK6		SLR036TKB	
SERIAL DISTRIBUTION:		SLR036TKL	SLR036TKP		SLR036TKU	
SERIAL DISTRIBUTION:		SLR036TKV	SLR036TKW		SLR036TL3	
SERIAL DISTRIBUTION:		SLR036TLC	SLR036TLF		SLR036TLG	
SERIAL DISTRIBUTION:		SLR036TLH	SLR036TLJ		SLR036TLZ	
SERIAL DISTRIBUTION:		SLR036TM1	SLR036TM9		SLR036TMK	
SERIAL DISTRIBUTION:		SLR036TMY	SLR036TN8		SLR036TP1	
SERIAL DISTRIBUTION:		SLR036TP3	SLR036TQ4		SLR036TQK	
SERIAL DISTRIBUTION:		SLR036TQQ	SLR036TR9		SLR036TRK	
SERIAL DISTRIBUTION:		SLR036TS3	SLR036TSB		SLR036TSD	
SERIAL DISTRIBUTION:		SLR036TSN				
CROS-SW-DN-EDU	EACH	40	40	0	30.00	1,200.00
GOOGLE CHROME CONSOLE		WHSE: 007				
EWRFL14	EACH	40	40	0	3.00	120.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

PARTIAL ORDER.

INVOICE

INVOICE NUMBER: 0113608-IN
INVOICE DATE: 9/9/2014

ORDER NUMBER: 87128BD
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	VALLEY HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	17,693.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	120.00
Sales Tax:	1,263.45
Invoice Total:	**19,076.45**

PACKING LIST

SALES ORDER NO: 87128BD
BATCH NO: 52181
INVOICE NO: 0113608
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
9/5/2014	VALLEY HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/5/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	40	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		
40	40	0	20DB0007US	LENOVO YOGA 11e, 11.6 IN, INTE		
	SERIAL DISTRIBUTION:		SLR036T1S	SLR036T2B SLR036T2P		
	SERIAL DISTRIBUTION:		SLR036T2V	SLR036T3M SLR036T3Q		
	SERIAL DISTRIBUTION:		SLR036T3U	SLR036T4Z SLR036TJS		
	SERIAL DISTRIBUTION:		SLR036TK5	SLR036TK6 SLR036TKB		
	SERIAL DISTRIBUTION:		SLR036TKL	SLR036TKP SLR036TKU		
	SERIAL DISTRIBUTION:		SLR036TKV	SLR036TKW SLR036TL3		
	SERIAL DISTRIBUTION:		SLR036TLC	SLR036TLF SLR036TLG		
	SERIAL DISTRIBUTION:		SLR036TLH	SLR036TLJ SLR036TLZ		
	SERIAL DISTRIBUTION:		SLR036TM1	SLR036TM9 SLR036TMK		
	SERIAL DISTRIBUTION:		SLR036TMY	SLR036TN8 SLR036TP1		
	SERIAL DISTRIBUTION:		SLR036TP3	SLR036TQ4 SLR036TQK		
	SERIAL DISTRIBUTION:		SLR036TQQ	SLR036TR9 SLR036TRK		
	SERIAL DISTRIBUTION:		SLR036TS3	SLR036TSB SLR036TSD		
	SERIAL DISTRIBUTION:		SLR036TSN			
40	40	0	CROS-SW-DN-EDU	GOOGLE CHROME CONSOLE		
40	40	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		

PARTIAL ORDER.

Print Date: 9/5/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128BD
BATCH NO.: 52181
INVOICE NO.: 0113608
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 40 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 1 cart 40 integration services

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Luis Prado
Site Administrator (PLEASE PRINT)

Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

9/8/2014
Date

9/8/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/5/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/17

INVOICE NUMBER: 0113609-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 87128BF
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
GODINEZ FUNDAMENTAL HIGH
3002 CENTENNIAL RD
(714) 433-6600
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

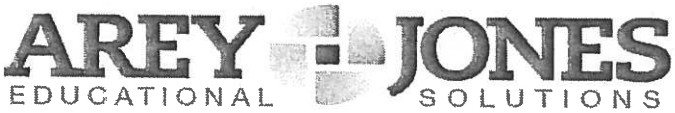
CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	GODINEZ		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
DL012	EACH	80	80	0	17.50	1,400.00
CHROMEBOOKS INTEGRATION SVCS			WHSE: 007			
NETBOOK42-CT	EACH	2	2	0	1,857.00	3,714.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			
20DB0007US	EACH	80	80	0	348.40	27,872.00
LENOVO YOGA 11e, 11.6 IN, INTE			WHSE: 007			

SERIAL DISTRIBUTION:	SLR036FY1	SLR036T1Y	SLR036T21
SERIAL DISTRIBUTION:	SLR036T26	SLR036T29	SLR036T2H
SERIAL DISTRIBUTION:	SLR036T2T	SLR036T2W	SLR036T2X
SERIAL DISTRIBUTION:	SLR036T38	SLR036T39	SLR036T3C
SERIAL DISTRIBUTION:	SLR036T3D	SLR036T3T	SLR036T4M
SERIAL DISTRIBUTION:	SLR036T4R	SLR036T4T	SLR036T4V
SERIAL DISTRIBUTION:	SLR036T4Y	SLR036TJL	SLR036TJM
SERIAL DISTRIBUTION:	SLR036TJQ	SLR036TJR	SLR036TJT
SERIAL DISTRIBUTION:	SLR036TK2	SLR036TK4	SLR036TKD
SERIAL DISTRIBUTION:	SLR036TKF	SLR036TKG	SLR036TKM
SERIAL DISTRIBUTION:	SLR036TKR	SLR036TKS	SLR036TKX
SERIAL DISTRIBUTION:	SLR036TKY	SLR036TLD	SLR036TLK
SERIAL DISTRIBUTION:	SLR036TLL	SLR036TLN	SLR036TLQ
SERIAL DISTRIBUTION:	SLR036TLY	SLR036TM6	SLR036TMB
SERIAL DISTRIBUTION:	SLR036TMD	SLR036TMH	SLR036TMU
SERIAL DISTRIBUTION:	SLR036TN0	SLR036TN1	SLR036TN3
SERIAL DISTRIBUTION:	SLR036TNA	SLR036TNC	SLR036TNG
SERIAL DISTRIBUTION:	SLR036TNJ	SLR036TNK	SLR036TNN
SERIAL DISTRIBUTION:	SLR036TNP	SLR036TNS	SLR036TP2
SERIAL DISTRIBUTION:	SLR036TP5	SLR036TP8	SLR036TPD
SERIAL DISTRIBUTION:	SLR036TPN	SLR036TPS	SLR036TPX
SERIAL DISTRIBUTION:	SLR036TQ0	SLR036TQ2	SLR036TQE
SERIAL DISTRIBUTION:	SLR036TQJ	SLR036TQL	SLR036TQU
SERIAL DISTRIBUTION:	SLR036TR8	SLR036TRA	SLR036TRB
SERIAL DISTRIBUTION:	SLR036TRD	SLR036TRE	SLR036TRL
SERIAL DISTRIBUTION:	SLR036TRN	SLR036TRV	SLR036TSF
SERIAL DISTRIBUTION:	SLR036TSG	SLR036TSL	

CONTINUED

INVOICE



P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113609-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 87128BF
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
GODINEZ FUNDAMENTAL HIGH
3002 CENTENNIAL RD
(714) 433-6600
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	GODINEZ		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
CROS-SW-DN-EDU GOOGLE CHROME CONSOLE	EACH	80	80 WHSE: 007	0	30.00	2,400.00
EWRFL14 ELECTRONIC WASTE RECYCLING FEE	EACH	80	80 WHSE: 007	0	3.00	240.00

PARTIAL ORDER.

Net Invoice:	35,386.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	240.00
Sales Tax:	2,526.88
Invoice Total:	**38,152.88**

PACKING LIST

SALES ORDER NO: 87128BF
BATCH NO: 52182
INVOICE NO: 0113609
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
GODINEZ FUNDAMENTAL HIGH
3002 CENTENNIAL RD
(714) 433-6600
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
9/5/2014	GODINEZ		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/5/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	80	0	DL012	CHROMEBOOKS INTEGRATION SVCS		
2	2	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		
80	80	0	20DB0007US	LENOVO YOGA 11e, 11.6 IN, INTE		
	SERIAL DISTRIBUTION:		SLR036FY1	SLR036T1Y SLR036T21		
	SERIAL DISTRIBUTION:		SLR036T26	SLR036T29 SLR036T2H		
	SERIAL DISTRIBUTION:		SLR036T2T	SLR036T2W SLR036T2X		
	SERIAL DISTRIBUTION:		SLR036T38	SLR036T39 SLR036T3C		
	SERIAL DISTRIBUTION:		SLR036T3D	SLR036T3T SLR036T4M		
	SERIAL DISTRIBUTION:		SLR036T4R	SLR036T4T SLR036T4V		
	SERIAL DISTRIBUTION:		SLR036T4Y	SLR036TJL SLR036TJM		
	SERIAL DISTRIBUTION:		SLR036TJQ	SLR036TJR SLR036TJT		
	SERIAL DISTRIBUTION:		SLR036TK2	SLR036TK4 SLR036TKD		
	SERIAL DISTRIBUTION:		SLR036TKF	SLR036TKG SLR036TKM		
	SERIAL DISTRIBUTION:		SLR036TKR	SLR036TKS SLR036TKX		
	SERIAL DISTRIBUTION:		SLR036TKY	SLR036TLD SLR036TLK		
	SERIAL DISTRIBUTION:		SLR036TLL	SLR036TLN SLR036TLQ		
	SERIAL DISTRIBUTION:		SLR036TLY	SLR036TM6 SLR036TMB		
	SERIAL DISTRIBUTION:		SLR036TMD	SLR036TMH SLR036TMU		
	SERIAL DISTRIBUTION:		SLR036TN0	SLR036TN1 SLR036TN3		
	SERIAL DISTRIBUTION:		SLR036TNA	SLR036TNC SLR036TNG		
	SERIAL DISTRIBUTION:		SLR036TNJ	SLR036TNK SLR036TNN		
	SERIAL DISTRIBUTION:		SLR036TNP	SLR036TNS SLR036TP2		
	SERIAL DISTRIBUTION:		SLR036TP5	SLR036TP8 SLR036TPD		
	SERIAL DISTRIBUTION:		SLR036TPN	SLR036TPS SLR036TPX		
	SERIAL DISTRIBUTION:		SLR036TQ0	SLR036TQ2 SLR036TQE		
	SERIAL DISTRIBUTION:		SLR036TQJ	SLR036TQL SLR036TQU		
	SERIAL DISTRIBUTION:		SLR036TR8	SLR036TRA SLR036TRB		
	SERIAL DISTRIBUTION:		SLR036TRD	SLR036TRE SLR036TRL		
	SERIAL DISTRIBUTION:		SLR036TRN	SLR036TRV SLR036TSF		
	SERIAL DISTRIBUTION:		SLR036TSG	SLR036TSL		
80	80	0	CROS-SW-DN-EDU	GOOGLE CHROME CONSOLE		

'rint Date: 9/5/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

9/30

INVOICE NUMBER: 0114151-IN
INVOICE DATE: 9/23/2014

ORDER NUMBER: 87128BG
ORDER DATE: 9/3/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310518	VALLEY HIGH		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
NETBOOK42-CT BRETFORD 42-UNIT NETBOOK CART	EACH	1	1 WHSE: 007	0	1,857.00	1,857.00

PARTIAL ORDER.

Net Invoice:	1,857.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,005.57**

PACKING LIST

SALES ORDER NO: 87128BG
BATCH NO: 52371
INVOICE NO: 0114151
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
9/22/2014	VALLEY HIGH		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310518	9/18/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		
PARTIAL ORDER.						

Print Date: 9/22/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87128BG
BATCH NO.: 52371
INVOICE NO.: 0114151
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310518

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
VALLEY HIGH SCHOOL
1801 S. GREENVILLE ST.
(714) 241-6410
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other____

Total Computers Installed : Desktops____ Laptops____ Servers____ Other____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: _____

Total number of boxes delivered: 1

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Yovani Nieto
Site Administrator (PLEASE PRINT)

Yovani Nieto
Site Administrator Signature

_____
Email Address

_____
Date

Gavany Rodriguez
Arey Jones Representative

[signature]
Arey Jones Signature

09/22/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

(1) Netbook Cart

Print Date: 9/22/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

310518-3

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
17-JUL-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
3		DOLLAR	INTEGRATION FEE (1880) UNITS	1.00	$32,900.00
4	47	EACH	Bretford Mobile Cart , Part # NETBOOK42-CT	1857.00	$87,279.00
5	480	EACH	Lenovo ThinkPad 11e Chromebook PER QUOTE # CTL14-200	348.40	$167,232.00
6	480	EACH	GOOGLE CHROME MANAGEMENT SOFTWARE	30.00	$14,400.00
7		DOLLAR	EWASTE FEE	1.00	$1,440.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$303,251.00
017405-0-1110-1000-4400-210	$323,611.88	**Tax**	$20,360.88
		Total	$323,611.88

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

INVOICE NUMBER: 0113772-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 0088038
ORDER DATE: 8/25/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
311582	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTL13-120						
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

Net Invoice:	1,857.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,005.57**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0088038
BATCH NO: 52230
INVOICE NO: 0113772
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
9/9/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
311582	9/9/2014	0050	

QUANTITIES REQUIRED	QUANTITIES SHIPPED	QUANTITIES BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTL13-120						
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

RECEIPT #
QUANTITY 1 BOX
SIGNED BY GO
DATE 9/17/14

Print Date: 9/9/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

311582

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
25-AUG-14	29-AUG-14	Destination	Immediate	165609	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	Item: Cart Item#: Bretford NETBOOK42-CT	1857.00	$1,857.00

SCHOOL/DEPARTMENT: Diaz, Esther -Mac Arthur Fundamental School

Account Number	Encumbrance		
010030-0-1111-1000-4400-079	$2,005.56	**Sub-Total**	$1,857.00
		Tax	$148.56
		Total	$2,005.56

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113764-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 0087910
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
311347	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-2003/CT14-2003						
G6N55UP#ABA	EACH	3	3	0	731.00	2,193.00
HP PROBOOK 650 G1 15.6" NOTEBO		WHSE: 007				
SERIAL DISTRIBUTION:		5CG4351JQL	5CG4351JQP		5CG4351JQZ	
EWRFL15+	EACH	3	3	0	4.00	12.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	2,193.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	12.00
Sales Tax:	175.45
Invoice Total:	**2,380.45**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0087910
BATCH NO: 52230
INVOICE NO: 0113764
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
9/9/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
311347	9/9/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-2003/CT14-2003						
3	3	0	G6N55UP#ABA	HP PROBOOK 650 G1 15.6" NOTEBO		
	SERIAL DISTRIBUTION: 5CG4351JQL			5CG4351JQP 5CG4351JQZ		
3	3	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						

RECEIPT #
QUANTITY 3 bxs
SIGNED BY Beto
DATE 9/12/14

P.O. # 311347

Print Date: 9/9/2014

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0088002
BATCH NO: 52163
INVOICE NO: 0113567
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
9/4/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
311477	9/4/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-114						
1	1	0	G4S56UT#ABAK-SA	HP ProBook 450 G1 15.6" Notebo		
1	1	0	G4S56UT#ABA	HP ProBook 450 G1 15.6" Notebo		
	SERIAL DISTRIBUTION: 8CG42618FN					
2	2	0	H6Y77UT#ABA	HP 8GB DDR3L-1600 1.35V SODIMM		
1	1	0	UK703E	3 YEAR NEXT BUSINESS DAY ONSIT		
1	1	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
WSCA. REMOVE 4GB AND ADD 2 DIMM OF 8GB MEMORY. NO IMAGE. CHECK FOR DOA.						

RECEIPT # 208276
QUANTITY 18 units.
SIGNED BY Yazen G.
DATE 9-5-14

Print Date: 9/4/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

311347

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
15-AUG-14	18-AUG-14	Destination	Immediate	165300	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	3	EACH	Hp Probook 650 G1 Notebook PC quote # CTH14-2003	731.00	$2,193.00
2		DOLLAR	EWASTE FEE	1.00	$12.00

SCHOOL/DEPARTMENT: Ambriz, Fabiola Belem -Martin Elementary

Account Number	Encumbrance		
010030-0-1111-1000-4400-063	$2,380.44	**Sub-Total**	$2,205.00
		Tax	$175.44
		Total	$2,380.44

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113699-IN
INVOICE DATE: 9/10/2014

ORDER NUMBER: 0087713
ORDER DATE: 8/12/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
11244	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-2003/CT14-2003						
36N55UP#ABA	EACH	4	4	0	731.00	2,924.00
HP PROBOOK 650 G1 15.6" NOTEBO		WHSE: 007				
SERIAL DISTRIBUTION:		5CG4340J62	5CG4340J64		5CG4340J6H	
SERIAL DISTRIBUTION:		5CG434134G				
EWRFL15+	EACH	4	4	0	4.00	16.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	2,924.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	16.00
Sales Tax:	233.92
Invoice Total:	**3,173.92**

PACKING LIST

SALES ORDER NO: 0087713
BATCH NO: 52209
INVOICE NO: 0113699
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
9/8/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
311244	9/8/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-2003/CT14-2003						
4	4	0	G6N55UP#ABA	HP PROBOOK 650 G1 15.6" NOTEBO		
	SERIAL DISTRIBUTION: 5CG4340J62			5CG4340J64 5CG4340J6H		
	SERIAL DISTRIBUTION: 5CG434134G					
4	4	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						

RECEIPT #
QUANTITY 4 boxes
SIGNED BY De to
DATE 9/10/14

311244

Print Date: 9/8/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

311244

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
12-AUG-14	18-AUG-14	Destination	Immediate	165198	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	4	EACH	Electronic Waste Fee	4.00	$16.00
2	4	EACH	HP ProBook 650 G1 Notebook PC QUOTE # CTH14-2003	731.00	$2,924.00

SCHOOL/DEPARTMENT: Beltran, Aurelia Cathy -Washington Elementary

Account Number	Encumbrance		
013010-0-1110-1000-4400-071	$3,157.92	**Sub-Total**	$2,940.00
013010-0-1110-1000-4300-071	$16.00	**Tax**	$233.92
		Total	$3,173.92

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113700-IN
INVOICE DATE: 9/10/2014

ORDER NUMBER: 0087714
ORDER DATE: 8/12/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
11245	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-2003/CT14-2003						
36N55UP#ABA	EACH	5	5	0	731.00	3,655.00
HP PROBOOK 650 G1 15.6" NOTEBO		WHSE: 007				
SERIAL DISTRIBUTION:		5CG4340J5Y	5CG4340J5Z		5CG4340J66	
SERIAL DISTRIBUTION:		5CG4340J6B	5CG4340J6F			
WRFL15+	EACH	5	5	0	4.00	20.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	3,655.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	20.00
Sales Tax:	292.41
Invoice Total:	**3,967.41**

PACKING LIST

SALES ORDER NO: 0087714
BATCH NO: 52209
INVOICE NO: 0113700
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
9/8/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
311245	9/8/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-2003/CT14-2003						
5	5	0	G6N55UP#ABA	HP PROBOOK 650 G1 15.6" NOTEBO		
	SERIAL DISTRIBUTION: 5CG4340J5Y			5CG4340J5Z 5CG4340J66		
	SERIAL DISTRIBUTION: 5CG4340J6B			5CG4340J6F		
5	5	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						

RECEIPT #
QUANTITY 5 boxs
SIGNED BY BCAO
DATE 9/10/14

K157.115

Print Date: 9/8/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

311245

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
12-AUG-14	18-AUG-14	Destination	Immediate	165207	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	5	EACH	Item 4 Laptop Computer System - Standard Model HP ProBook 650 G1 Notebook PC Quote# CTH14-2003	731.00	$3,655.00
2		DOLLAR	EWASTE FEE	1.00	$20.00

SCHOOL/DEPARTMENT: Barron, Sandra Luz -Sepulveda Elementary

Account Number	Encumbrance		
013010-0-1110-1000-4400-069	$3,967.40	**Sub-Total**	$3,675.00
		Tax	$292.40
		Total	$3,967.40

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

84 199413

NON-NEGOTIABLE

Payment Date:Nov 5, 2014

AREY JONES EDUCATIONAL SOLUTIONS

Vendor #:104023

Invoice: 0113721-IN	Invoice Date: Sep 11, 2014	***32,631.97
Invoice: 0113722-IN	Invoice Date: Sep 11, 2014	***65,263.92
Invoice: 0113741-IN	Invoice Date: Sep 12, 2014	***32,631.97
Invoice: 0113745-IN	Invoice Date: Sep 12, 2014	***32,631.97
Invoice: 0113762-IN	Invoice Date: Sep 16, 2014	***32,631.97
Invoice: 0113789-IN	Invoice Date: Sep 15, 2014	***32,631.97
Invoice: 0113817-IN	Invoice Date: Sep 15, 2014	***32,631.97
Invoice: 0114984-IN	Invoice Date: Oct 20, 2014	***1,942.38
Invoice: 0114989-IN	Invoice Date: Oct 20, 2014	***1,594.92
Invoice: 0114997-IN	Invoice Date: Oct 20, 2014	***2,005.57
Invoice: 0115191-IN	Invoice Date: Oct 23, 2014	***2,373.15
Invoice: 0115193-IN	Invoice Date: Oct 23, 2014	***1,416.11
Invoice: 0115221-IN	Invoice Date: Oct 23, 2014	***66.42

Check Number: 84199413

Total: *** 270,454.29

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.

84 199413

56-382

Two Hundred Seventy Thousand Four Hundred Fifty-Four Dollars And Twenty-Nine Cents**********412**********

9600058619

Security Protect

PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.

84199413 Nov 5, 2014

Pay To The Order of

AREY JONES EDUCATIONAL SOLUTIONS
PO BOX 507404
SAN DIEGO,CA 92150 7404
US

FUND

D01

AMOUNT

*****270,454.29

I Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84199413⑈ ⑆041203824⑆ 9600058619⑈

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0114989-IN
INVOICE DATE: 10/20/2014

ORDER NUMBER: 0088812
ORDER DATE: 10/9/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313064	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-115						
7W46UT#ABA	EACH	1	1	0	1,474.00	1,474.00
HP REVOLVE 810 G2 11 6" LAPTOP		WHSE: 007				
SERIAL DISTRIBUTION:		8CG43208RY				
EWRFL14	EACH	1	1	0	3.00	3.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

WSCA.
NO IMAGE.
CHECK FOR DOA.

Net Invoice:	1,474.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	3.00
Sales Tax:	117.92
Invoice Total:	**1,594.92**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0088812
BATCH NO: 52771
INVOICE NO: 0114989
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
10/16/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
313064	10/16/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-115						
1	1	0	F7W46UT#ABA	HP REVOLVE 810 G2 11 6" LAPTOP		
	SERIAL DISTRIBUTION:		8CG43208RY			
1	1	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
WSCA.						
NO IMAGE.						
CHECK FOR DOA.						

RECEIPT #
QUANTITY 1 BX.
SIGNED BY CHW
DATE 10-20-14

Print Date: 10/16/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313064

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
09-OCT-14	13-OCT-14	Destination	Immediate	168737	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	CALIFORNIA ELECTRONIC WASTER RECYCLING FEE Supplier Part No: QUOTE# CTH14-115	4.00	$4.00
2	1	EACH	HP ELITEBOOK REVOLVE 810 G2 QUOTE # CTH14-115 Supplier Part No: QUOTE# CTH14-115	1474.00	$1,474.00

SCHOOL/DEPARTMENT: Hernandez, Maritza J -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$1,478.00
010703-0-0237-7200-4400-213	$1,595.92	**Tax**	$117.92
		Total	$1,595.92

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0114984-IN
INVOICE DATE: 10/20/2014

ORDER NUMBER: 0088643
ORDER DATE: 10/1/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA USD-DISTRICT OFFICE
JON GEIZSLER/DIR OF PURCHASING
1601 E. CHESTNUT AVE.
SANTA ANA, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
312756	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-134/CT14-131						
C8T89AVK-SAUSD	EACH	1	1	0	1,799.42	1,799.42
HP PRODESK 600 G1 SFF		WHSE: 007				
C8T89AV	EACH	1	1	0	0.00	0.00
HP PRODESK 600 G1 SFF		WHSE: 007				
SERIAL DISTRIBUTION:		MXL441169G				
C7T41AV	EACH	1	1	0	0.00	0.00
Windows 7 Home Premium 64-bit		WHSE: 007				
C8U05AV	EACH	1	1	0	0.00	0.00
Intel Core i7-4770 3.4G 8M HD		WHSE: 007				
C8T81AV	EACH	1	1	0	0.00	0.00
HP PRODESK 600 SFF STD CHASSIS		WHSE: 007				
C8T47AV	EACH	1	1	0	0.00	0.00
32GB DDR3-1600 DIMM (4x8GB) RA		WHSE: 007				
C9S92AV	EACH	1	1	0	0.00	0.00
256GB SATA 2.5 Opal2 SED SSD		WHSE: 007				
C8U15AV	EACH	1	1	0	0.00	0.00
SuperMulti DVDRW Optical Drive		WHSE: 007				
C8T69AV	EACH	1	1	0	0.00	0.00
AMD Radeon HD 8490 1GB PCIe x1		WHSE: 007				
C8T76AV	EACH	1	1	0	0.00	0.00
HP DisplayPort To DVI-D Adapte		WHSE: 007				
C8U00AV	EACH	1	1	0	0.00	0.00
HP Wireless Keyboard and Mouse		WHSE: 007				
GD530AV	EACH	1	1	0	0.00	0.00
No Mouse		WHSE: 007				
CL531AV	EACH	1	1	0	0.00	0.00
HP SFF Chassis Tower Stand		WHSE: 007				
C8N61AV	EACH	1	1	0	0.00	0.00
SINGLE UNIT (SFF) PACKAGING		WHSE: 007				
C8T86AV	EACH	1	1	0	0.00	0.00
HP PRODESK 600 COUNTRY KIT		WHSE: 007				

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0114984-IN
INVOICE DATE: 10/20/2014

ORDER NUMBER: 0088643
ORDER DATE: 10/1/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA USD-DISTRICT OFFICE
JON GEIZSLER/DIR OF PURCHASING
1601 E. CHESTNUT AVE.
SANTA ANA, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
312756	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
C8T44AV	EACH	1	1	0	0.00	0.00
3/3/3 SFF WARRANTY		WHSE: 007				
F0W81AA#ABA	EACH	1	2	0	0.00	0.00
HP ELITE DISPLAY E24 1I 24IN I		WHSE: 007				
SERIAL DISTRIBUTION:		CN44320WMF	CN44320WMG			
EWRFL15+	EACH	2	2	0	4.00	8.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

LOAD DISTRICT IMAGE, PLACE ASSET TAG.
FOR SUPERINTENDENT.

Net Invoice:	1,799.42
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	8.00
Sales Tax:	134.96
Invoice Total:	**1,942.38**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0088643
BATCH NO: 52768
INVOICE NO: 0114984
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA USD-DISTRICT OFFICE
JON GEIZSLER/DIR OF PURCHASING
1601 E. CHESTNUT AVE.
SANTA ANA, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
10/16/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
312756	10/16/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-134/CT14-131						
1	1	0	C8T89AVK-SAUSD	HP PRODESK 600 G1 SFF		
1	1	0	C8T89AV	HP PRODESK 600 G1 SFF		
SERIAL DISTRIBUTION: MXL441169G						
1	1	0	C7T41AV	Windows 7 Home Premium 64-bit		
1	1	0	C8U05AV	Intel Core i7-4770 3.4G 8M HD		
1	1	0	C8T81AV	HP PRODESK 600 SFF STD CHASSIS		
1	1	0	C8T47AV	32GB DDR3-1600 DIMM (4x8GB) RA		
1	1	0	E9S92AV	256GB SATA 2.5 Opal2 SED SSD		
1	1	0	C8U15AV	SuperMulti DVDRW Optical Drive		
1	1	0	C8T69AV	AMD Radeon HD 8490 1GB PCIe x1		
1	1	0	C8T76AV	HP DisplayPort To DVI-D Adapte		
1	1	0	C8U00AV	HP Wireless Keyboard and Mouse		
1	1	0	GD530AV	No Mouse		
1	1	0	XL531AV	HP SFF Chassis Tower Stand		
1	1	0	C8N61AV	SINGLE UNIT (SFF) PACKAGING		
1	1	0	C8T86AV	HP PRODESK 600 COUNTRY KIT		
1	1	0	C8T44AV	3/3/3 SFF WARRANTY		
1	2	0	F0W81AA#ABA	HP ELITE DISPLAY E24 1I 24IN I		
SERIAL DISTRIBUTION: CN44320WMF				CN44320WMG		
2	2	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG. FOR SUPERINTENDENT.				RECEIPT # 3 BXS. QUANTITY SIGNED BY Chay DATE 10-20-14		

Print Date: 10/16/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

312756

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
01-OCT-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	HP EliteDesk 600 G1 SFF PER QUOTE # CTH14-134	1799.42	$1,799.42
2		DOLLAR	E-WASTE FEE	1.00	$8.00

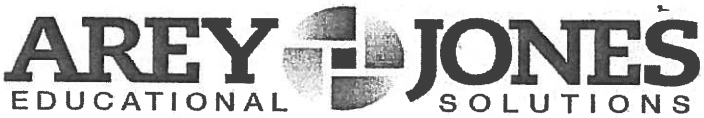
SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$1,807.42
010030-0-0011-7150-4400-002	$1,952.01	**Tax**	$144.59
		Total	$1,952.01

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE



INVOICE NUMBER: 0114997-IN
INVOICE DATE: 10/20/2014

ORDER NUMBER: 0088683
ORDER DATE: 10/2/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
312801	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART			WHSE: 007			

Net Invoice:	1,857.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	148.57
Invoice Total:	**2,005.57**

PACKING LIST

SALES ORDER NO: 0088683
BATCH NO: 52777
INVOICE NO: 0114997
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
10/16/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
312804	10/16/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

RECEIPT #
QUANTITY 1 EACH
SIGNED BY CHUY
DATE 10-20-14

Print Date: 10/16/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

312801

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
02-OCT-14	08-OCT-14	Destination	Immediate	168398	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	Bretford NETBOOK 42-CT Cart for Chromebooks	1857.00	$1,857.00

SCHOOL/DEPARTMENT: Foreman, Julienne Rae -Esqueda Elementary School

Account Number	Encumbrance		
013010-0-1110-1000-4400-044	$2,005.56	**Sub-Total**	$1,857.00
		Tax	$148.56
		Total	$2,005.56

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

INVOICE NUMBER: 0115221-IN
INVOICE DATE: 10/23/2014

ORDER NUMBER: 0088302
ORDER DATE: 9/10/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
ROBERT CHAVEZ
SANTA ANA USD/INFO TECH CENTER
1601 E. CHESTNUT AVE.
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310168	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CT14-09						
508153-001	EACH	1	1	0	61.50	61.50
HP MODEL 8100 POWER SUPPLY			WHSE: 007			

Net Invoice:	61.50
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	4.92
Invoice Total:	**66.42**

PACKING LIST

SALES ORDER NO: 0088302
BATCH NO: 52824
INVOICE NO: 0115221
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
ROBERT CHAVEZ
SANTA ANA USD/INFO TECH CENTER
1601 E. CHESTNUT AVE.
Santa Ana, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
10/21/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
310168	10/21/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CT14-09						
1	1	0	508153-001	HP MODEL 8100 POWER SUPPLY		
				RECEIPT #		
				QUANTITY BA		
				SIGNED BY Yovani Yn.		
				DATE 10.23.14		
				Karen Dawson.		
				.Itc.		

Print Date: 10/21/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

310168-3

Page **1** Of **1**

SHIP TO: SEE DELIVERY DETAILS BELOW
Santa Ana,CA 92701

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
08-JUL-14	30-JUN-15	Destination	30 Net	Multiple Reqs	V Guillen

Line No.	Quantity	Unit	Description	Unit Price	Amount
1		DOLLAR	AREY JONES EDUCATIONAL SOLUTIONS - TERM ORDER FOR THE PERIOD OF 7/1/14 THRU 6/30/15 FOR THE PURCHASE OF COMPUTER PARTS, SUPPLIES AND SOFTWARE. **DO NOT ACCEPT ANY ORDER OR FURNISH ANY MERCHANDISE AFTER THAT DATE** **ELECTRICALLY POWERED EQUIPMENT OR FURNITURE OR CHEMICAL (REQUIRING MSDS) MUST NOT BE SUPPLIED ON THIS ORDER** **SHIP TO:** **SANTA ANA UNIFIED SCHOOL DISTRICT** **C/O KAREN DAWSON** **1601 E CHESTNUT AVE** **SANTA ANA, CA 92701-6322**	1.00	$7,000.00
2		DOLLAR	INCREASE TO PUCHASE ORDER #310168 REQ.166657 EG	1.00	$3,000.00

SCHOOL/DEPARTMENT: Dawson, Karen E -Sausd District Office

Account Number	Encumbrance		
010030-0-0015-7700-4345-032	$10,000.00	**Sub-Total**	$10,000.00
		Tax	$0.00
		Total	$10,000.00

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0115191-IN
INVOICE DATE: 10/23/2014

ORDER NUMBER: 0088644
ORDER DATE: 9/30/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
312429	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-132/CT14-132						
C8N26AVK-SAUSD	EACH	2	2	0	1,098.68	2,197.36
HP ELITEDESK 800 G1 SMALL FORM		WHSE: 007				
C8N26AV	EACH	2	2	0	0.00	0.00
HP ELITEDESK 800 G1 SMALL FORM		WHSE: 007				
SERIAL DISTRIBUTION:		MXL44118KK	MXL44118KL			
A2Y04AV#ABA	EACH	2	2	0	0.00	0.00
Windows 7 Professional 64 (ava		WHSE: 007				
C8N15AV	EACH	2	2	0	0.00	0.00
HP ELITEDESK 800 SFF STD CHASS		WHSE: 007				
C8N49AV	EACH	2	2	0	0.00	0.00
Intel Core i7-4770 Processor (		WHSE: 007				
C8G20AV	EACH	2	2	0	0.00	0.00
HP 16GB DDR3-1600 DIMM (2x8GB)		WHSE: 007				
C8M76AV	EACH	2	2	0	0.00	0.00
HP 1TB 7200 RPM 3.5 HARD DRIVE		WHSE: 007				
C8N65AV	EACH	2	2	0	0.00	0.00
SLIM SUPERMULTI ODD		WHSE: 007				
C0N04AV#ABA	EACH	2	2	0	0.00	0.00
HP USB KEYBOARD		WHSE: 007				
C8N39AV	EACH	2	2	0	0.00	0.00
HP USB MOUSE		WHSE: 007				
C8N61AV	EACH	2	2	0	0.00	0.00
SINGLE UNIT (SFF) PACKAGING		WHSE: 007				
C8M92AV#ABA	EACH	2	2	0	0.00	0.00
5/5/5 SFF Warranty		WHSE: 007				
C8N24AV#ABA	EACH	2	2	0	0.00	0.00
HP EliteDesk 800 Country Kit		WHSE: 007				
CL531AV	EACH	2	2	0	0.00	0.00
HP SFF Chassis Tower Stand		WHSE: 007				

LOAD DISTRICT IMAGE, PLACE ASSET TAG.
WSCA.

INVOICE

INVOICE NUMBER: 0115191-IN
INVOICE DATE: 10/23/2014

ORDER NUMBER: 0088644
ORDER DATE: 9/30/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

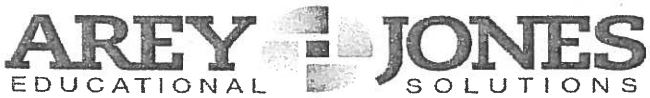
CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
312429	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	2,197.36
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	0.00
Sales Tax:	175.79
Invoice Total:	**2,373.15**

PACKING LIST



SALES ORDER NO: 0088644
BATCH NO: 52816
INVOICE NO: 0115191
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
10/21/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
312429	10/21/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE#	CTH14-132/CT14-132					
2	2	0	C8N26AVK-SAUSD	HP ELITEDESK 800 G1 SMALL FORM		
2	2	0	C8N26AV	HP ELITEDESK 800 G1 SMALL FORM		
SERIAL DISTRIBUTION:			MXL44118KK	MXL44118KL		
2	2	0	A2Y04AV#ABA	Windows 7 Professional 64 (ava		
2	2	0	C8N15AV	HP ELITEDESK 800 SFF STD CHASS		
2	2	0	C8N49AV	Intel Core i7-4770 Processor (		
2	2	0	C8G20AV	HP 16GB DDR3-1600 DIMM (2x8GB)		
2	2	0	C8M76AV	HP 1TB 7200 RPM 3.5 HARD DRIVE		
2	2	0	C8N65AV	SLIM SUPERMULTI ODD		
2	2	0	E0N04AV#ABA	HP USB KEYBOARD		
2	2	0	C8N39AV	HP USB MOUSE		
2	2	0	C8N61AV	SINGLE UNIT (SFF) PACKAGING		
2	2	0	C8M92AV#ABA	5/5/5 SFF Warranty		
2	2	0	C8N24AV#ABA	HP EliteDesk 800 Country Kit		
2	2	0	XL531AV	HP SFF Chassis Tower Stand		

LOAD DISTRICT IMAGE, PLACE ASSET TAG.
WSCA.

Model # : C8N26AV
Serial # : MXL44118KK
PO # : 312429
SAUSD Help Desk
(714) 480-4741

Model # : C8N26AV
Serial # : MXL44118KL
PO # : 312429
SAUSD Help Desk
(714) 480-4741

RECEIPT #
QUANTITY 2 Bx
SIGNED BY Yovanica
DATE 10.23.14

Property of
Santa Ana USD
104329

Property of
Santa Ana USD
104328

D.O Maritza Hernandez

Print Date: 10/21/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

312429-2

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
22-SEP-14	27-AUG-14	Destination	Immediate	165553	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	0	EACH	HP EliteDesk 800 G1 SFF NO MONITOR OR SPEAKERS PER QUOTE # CTH14-132	0.00	$0.00
2	2	EACH	HP EliteDesk 800 G1 SFF NO MONITOR OR SPEAKERS PER QUOTE # CTH14-132	1098.68	$2,197.36
3	2	EACH	HP ENVY 700-230qu DESKTOP PC PART: E6S61AV#ABA UPC:887758722268 DELIVER TO MARITZA HERNANDEZ IN EDUCATIONAL SERVICES	0.00	$0.00

SCHOOL/DEPARTMENT: Hernandez, Maritza J -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$2,197.36
010030-0-0011-7200-4400-210	$2,373.15	**Tax**	$175.79
		Total	$2,373.15

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0115193-IN
INVOICE DATE: 10/23/2014

ORDER NUMBER: 0088682
ORDER DATE: 10/1/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
312777	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-2000/CT14-2000						
G7B83UP#ABAK-SA	EACH	2	2	0	651.90	1,303.80
HP ProDesk 600 G1 SFF Desktop		WHSE: 007				
G7B83UP#ABA	EACH	2	2	0	0.00	0.00
HP ProDesk 600 G1 SFF Desktop		WHSE: 007				
SERIAL DISTRIBUTION:		MXL44136ZN	MXL44136ZP			
BMS-MBS-UNV	EACH	2	2	0	0.00	0.00
BMS UNIVERSAL LOCKDOWN		WHSE: 007				
C9F26AA#ABA	EACH	2	2	0	0.00	0.00
HP ProDisplay P201 20" LED MON		WHSE: 007				
SERIAL DISTRIBUTION:		6CM432118V	6CM4321191			
NQ576AA	EACH	2	2	0	0.00	0.00
HP LCD SPEAKER BAR (BLACK)		WHSE: 007				
EWRFL15+	EACH	2	2	0	4.00	8.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	1,303.80
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	8.00
Sales Tax:	104.31
Invoice Total:	**1,416.11**

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0115194-IN
INVOICE DATE: 10/23/2014

ORDER NUMBER: 0088614
ORDER DATE: 9/29/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
12659	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-2003/CT14-2003						
G6N55UP#ABA	EACH	1	1	0	731.00	731.00
HP PROBOOK 650 G1 15.6" NOTEBO		WHSE: 007				
SERIAL DISTRIBUTION:		5CG4410S5H				
EWRFL15+	EACH	1	1	0	4.00	4.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Net Invoice:	731.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	4.00
Sales Tax:	58.49
Invoice Total:	**793.49**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 0088682
BATCH NO: 52816
INVOICE NO: 0115193
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
10/21/2014	SANTA ANA USD		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON	
312777	10/21/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-2000/CT14-2000						
2	2	0	G7B83UP#ABAK-SA	HP ProDesk 600 G1 SFF Desktop		
2	2	0	G7B83UP#ABA	HP ProDesk 600 G1 SFF Desktop		
SERIAL DISTRIBUTION:			MXL44136ZN	MXL44136ZP		
2	2	0	BMS-MBS-UNV	BMS UNIVERSAL LOCKDOWN		
2	2	0	C9F26AA#ABA	HP ProDisplay P201 20" LED MON		
SERIAL DISTRIBUTION:			6CM432118V	6CM4321191		
2	2	0	NQ576AA	HP LCD SPEAKER BAR (BLACK)		
2	2	0	EWRFL15+	ELECTRONIC WASTE RECYCLING FEE		
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						

RECEIPT #
QUANTITY 6 Bx
SIGNED BY YOVANI N.
DATE 10.22.14

Print Date: 10/21/2014

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

312777

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
01-OCT-14	01-OCT-14	Destination	Immediate	167866	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	2	EACH	Quote# CTH14-2000 HP ProDesk 600 G1 Small Form Factor Desktop PC	651.90	$1,303.80
2		DOLLAR	EWASTE FEE	1.00	$8.00

SCHOOL/DEPARTMENT: Spoelstra, Melinda S. -Santiago Elementary

Account Number	Encumbrance		
		Sub-Total	$1,311.80
013010-0-1110-1000-4400-068	$1,416.10	**Tax**	$104.30
		Total	$1,416.10

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113789-IN
INVOICE DATE: 9/15/2014

ORDER NUMBER: 87109F
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
REMINGTON ELEMENTARY SCHOOL
1325 E. FOURTH ST.
(714) 972-7600
SANTA ANA, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	REMINGTON ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-156						
K0N34UP#ABAK-SA	EACH	40	40	0	697.00	27,880.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
K0N34UP#ABA	EACH	40	40	0	0.00	0.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
SERIAL DISTRIBUTION:		CND43212P0	CND43212P3		CND43212P9	
SERIAL DISTRIBUTION:		CND43212PD	CND43212PG		CND43212PS	
SERIAL DISTRIBUTION:		CND43212Q2	CND43212Q5		CND43212Q8	
SERIAL DISTRIBUTION:		CND43212QF	CND43212QJ		CND43212QR	
SERIAL DISTRIBUTION:		CND43212QZ	CND43212R5		CND43212RG	
SERIAL DISTRIBUTION:		CND43212RK	CND43212RP		CND43212RT	
SERIAL DISTRIBUTION:		CND43212S9	CND43212SP		CND43212ST	
SERIAL DISTRIBUTION:		CND43212TB	CND43212TJ		CND43212TL	
SERIAL DISTRIBUTION:		CND43212TW	CND43212VR		CND43212VZ	
SERIAL DISTRIBUTION:		CND43212W8	CND43212X3		CND43212XB	
SERIAL DISTRIBUTION:		CND43212XC	CND43212XP		CND43212Y0	
SERIAL DISTRIBUTION:		CND43212Y2	CND43212Y5		CND43212Y7	
SERIAL DISTRIBUTION:		CND43212YD	CND43212YW		CND43212Z3	
SERIAL DISTRIBUTION:		CND43212Z5				
UK703E	EACH	40	40	0	0.00	0.00
3 YEAR NEXT BUSINESS DAY ONSIT		WHSE: 007				
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
EWRFL14	EACH	40	40	0	3.00	120.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				
HL049	EACH	40	40	0	9.90	396.00
HP LT MISCELLANEOUS INTEGRATIO		WHSE: 007				
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART		WHSE: 007				
PARTIAL ORDER.						

INVOICE

INVOICE NUMBER: 0113789-IN
INVOICE DATE: 9/15/2014

ORDER NUMBER: 87109F
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

SHIP TO:
REMINGTON ELEMENTARY SCHOOL
1325 E. FOURTH ST.
(714) 972-7600
SANTA ANA, CA 92701

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	REMINGTON ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	30,133.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	120.00
Sales Tax:	2,378.97
Invoice Total:	**32,631.97**

PACKING LIST

SALES ORDER NO: 87109F
BATCH NO: 52235
INVOICE NO: 0113789
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
REMINGTON ELEMENTARY SCHOOL
1325 E. FOURTH ST.
(714) 972-7600
SANTA ANA, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
9/9/2014	REMINGTON ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310519	9/9/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACKORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-156						
40	40	0	K0N34UP#ABAK-SA	HP 430 G2 13.3" Laptop -BU IDS		
40	40	0	K0N34UP#ABA	HP 430 G2 13.3" Laptop -BU IDS		
	SERIAL DISTRIBUTION:		CND43212P0	CND43212P3 CND43212P9		
	SERIAL DISTRIBUTION:		CND43212PD	CND43212PG CND43212PS		
	SERIAL DISTRIBUTION:		CND43212Q2	CND43212Q5 CND43212Q8		
	SERIAL DISTRIBUTION:		CND43212QF	CND43212QJ CND43212QR		
	SERIAL DISTRIBUTION:		CND43212QZ	CND43212R5 CND43212RG		
	SERIAL DISTRIBUTION:		CND43212RK	CND43212RP CND43212RT		
	SERIAL DISTRIBUTION:		CND43212S9	CND43212SP CND43212ST		
	SERIAL DISTRIBUTION:		CND43212TB	CND43212TJ CND43212TL		
	SERIAL DISTRIBUTION:		CND43212TW	CND43212VR CND43212VZ		
	SERIAL DISTRIBUTION:		CND43212W8	CND43212X3 CND43212XB		
	SERIAL DISTRIBUTION:		CND43212XC	CND43212XP CND43212Y0		
	SERIAL DISTRIBUTION:		CND43212Y2	CND43212Y5 CND43212Y7		
	SERIAL DISTRIBUTION:		CND43212YD	CND43212YW CND43212Z3		
	SERIAL DISTRIBUTION:		CND43212Z5			
40	40	0	UK703E	3 YEAR NEXT BUSINESS DAY ONSIT		
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
40	40	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
40	40	0	HL049	HP LT MISCELLANEOUS INTEGRATIO		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		
PARTIAL ORDER.						

Print Date: 9/9/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87109F
BATCH NO.: 52235
INVOICE NO.: 0113789
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310519

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
REMINGTON ELEMENTARY SCHOOL
1325 E. FOURTH ST.
(714) 972-7600
SANTA ANA, CA 92701

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 40 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 1 cart 40 integration services 40 laptop adapters

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Veronica Sanchez
Site Administrator (PLEASE PRINT)

Kendahl Benson
Arey Jones Representative

Site Administrator Signature

Arey Jones Signature

Email Address

9-12-14
Date

9-12-14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

310519-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
17-JUL-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	320	EACH	HP ProBook 430 G1 CTH14-155	697.00	$223,040.00
2		DOLLAR	E-WASTE FEE (320) LAPTOPS	1.00	$960.00
3		DOLLAR	INTEGRATION FEE	1.00	$3,168.00
4	8	EACH	Bretford Mobile Cart , Part # NETBOOK42-CT	1857.00	$14,856.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$242,024.00
017405-0-1110-1000-4400-210	$261,055.68	**Tax**	$19,031.68
		Total	$261,055.68

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

INVOICE

INVOICE NUMBER: 0113741-IN
INVOICE DATE: 9/12/2014

ORDER NUMBER: 87109C
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTIAGO ELEMENTARY SCHOOL
2212 N. BAKER ST.
(714) 564-8400
SANTA ANA, CA 92706

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	SANTIAGO ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-156						
K0N34UP#ABAK-SA	EACH	40	40	0	697.00	27,880.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
K0N34UP#ABA	EACH	40	40	0	0.00	0.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
SERIAL DISTRIBUTION:		CND43212NY	CND43212P4		CND43212P6	
SERIAL DISTRIBUTION:		CND43212PC	CND43212PF		CND43212PN	
SERIAL DISTRIBUTION:		CND43212PZ	CND43212QN		CND43212QX	
SERIAL DISTRIBUTION:		CND43212RL	CND43212S1		CND43212T2	
SERIAL DISTRIBUTION:		CND43212T5	CND43212T6		CND43212TC	
SERIAL DISTRIBUTION:		CND43212TR	CND43212V6		CND43212VD	
SERIAL DISTRIBUTION:		CND43212VK	CND43212VX		CND43212VY	
SERIAL DISTRIBUTION:		CND43212W0	CND43212W9		CND43212WC	
SERIAL DISTRIBUTION:		CND43212WJ	CND43212WM		CND43212WN	
SERIAL DISTRIBUTION:		CND43212WQ	CND43212WV		CND43212WZ	
SERIAL DISTRIBUTION:		CND43212XM	CND43212XV		CND43212XX	
SERIAL DISTRIBUTION:		CND43212XZ	CND43212YN		CND43212YR	
SERIAL DISTRIBUTION:		CND43212Z4	CND43212Z9		CND43212ZR	
SERIAL DISTRIBUTION:		CND4321306				
UK703E	EACH	40	40	0	0.00	0.00
3 YEAR NEXT BUSINESS DAY ONSIT		WHSE: 007				
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
EWRFL14	EACH	40	40	0	3.00	120.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				
HL049	EACH	40	40	0	9.90	396.00
HP LT MISCELLANEOUS INTEGRATIO		WHSE: 007				
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART		WHSE: 007				
PARTIAL ORDER.						

INVOICE

INVOICE NUMBER: 0113741-IN
INVOICE DATE: 9/12/2014

ORDER NUMBER: 87109C
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

SHIP TO:
SANTIAGO ELEMENTARY SCHOOL
2212 N. BAKER ST.
(714) 564-8400
SANTA ANA, CA 92706

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	SANTIAGO ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	30,133.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	120.00
Sales Tax:	2,378.97
Invoice Total:	**32,631.97**

PACKING LIST

SALES ORDER NO: 87109C
BATCH NO: 52222
INVOICE NO: 0113741
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTIAGO ELEMENTARY SCHOOL
2212 N. BAKER ST.
(714) 564-8400
SANTA ANA, CA 92706

DATE	SHIP VIA	F.O.B.	TERMS
9/9/2014	SANTIAGO ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310519	9/9/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION		UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-156							
40	40	0	K0N34UP#ABAK-SA	HP 430 G2 13.3" Laptop -BU IDS			
40	40	0	K0N34UP#ABA	HP 430 G2 13.3" Laptop -BU IDS			
	SERIAL DISTRIBUTION:		CND43212NY	CND43212P4	CND43212P6		
	SERIAL DISTRIBUTION:		CND43212PC	CND43212PF	CND43212PN		
	SERIAL DISTRIBUTION:		CND43212PZ	CND43212QN	CND43212QX		
	SERIAL DISTRIBUTION:		CND43212RL	CND43212S1	CND43212T2		
	SERIAL DISTRIBUTION:		CND43212T5	CND43212T6	CND43212TC		
	SERIAL DISTRIBUTION:		CND43212TR	CND43212V6	CND43212VD		
	SERIAL DISTRIBUTION:		CND43212VK	CND43212VX	CND43212VY		
	SERIAL DISTRIBUTION:		CND43212W0	CND43212W9	CND43212WC		
	SERIAL DISTRIBUTION:		CND43212WJ	CND43212WM	CND43212WN		
	SERIAL DISTRIBUTION:		CND43212WQ	CND43212WV	CND43212WZ		
	SERIAL DISTRIBUTION:		CND43212XM	CND43212XV	CND43212XX		
	SERIAL DISTRIBUTION:		CND43212XZ	CND43212YN	CND43212YR		
	SERIAL DISTRIBUTION:		CND43212Z4	CND43212Z9	CND43212ZR		
	SERIAL DISTRIBUTION:		CND4321306				
40	40	0	UK703E	3 YEAR NEXT BUSINESS DAY ONSIT			
WSCA.							
LOAD DISTRICT IMAGE, PLACE ASSET TAG.							
40	40	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE			
40	40	0	HL049	HP LT MISCELLANEOUS INTEGRATIO			
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART			
PARTIAL ORDER.							

Print Date: 9/9/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87109C
BATCH NO.: 52222
INVOICE NO.: 0113741
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310519

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
SANTIAGO ELEMENTARY SCHOOL
2212 N. BAKER ST.
(714) 564-8400
SANTA ANA, CA 92706

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 40 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 1 CART 40 INTEGRATION SERVICES 40 LAPTOP ADAPTER

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Tita Kantorski
Site Administrator (PLEASE PRINT)

Site Administrator Signature

tita.kantorski@SAUSD.us
Email Address

9/11/14
Date

Ethan McGuire
Arey Jones Representative

Arey Jones Signature

9/11/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113745-IN
INVOICE DATE: 9/12/2014

ORDER NUMBER: 87109D
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

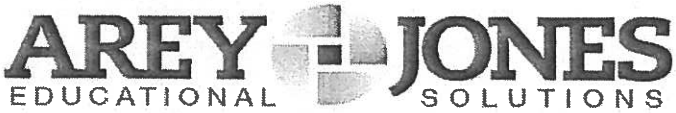
SHIP TO:
PIO PICO ELEMENTARY SCHOOL
931 W. HIGHLAND ST.
(714) 972-7500
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	PIO PICO ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-156						
K0N34UP#ABAK-SA	EACH	40	40	0	697.00	27,880.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
K0N34UP#ABA	EACH	40	40	0	0.00	0.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
SERIAL DISTRIBUTION:		CND43212NZ	CND43212P7		CND43212PJ	
SERIAL DISTRIBUTION:		CND43212PK	CND43212Q7		CND43212QB	
SERIAL DISTRIBUTION:		CND43212QD	CND43212QG		CND43212QS	
SERIAL DISTRIBUTION:		CND43212RF	CND43212RR		CND43212RV	
SERIAL DISTRIBUTION:		CND43212S5	CND43212SF		CND43212T0	
SERIAL DISTRIBUTION:		CND43212TF	CND43212TG		CND43212TV	
SERIAL DISTRIBUTION:		CND43212TY	CND43212V1		CND43212V4	
SERIAL DISTRIBUTION:		CND43212V8	CND43212VG		CND43212W3	
SERIAL DISTRIBUTION:		CND43212W4	CND43212W5		CND43212W6	
SERIAL DISTRIBUTION:		CND43212WR	CND43212WS		CND43212XF	
SERIAL DISTRIBUTION:		CND43212XQ	CND43212XW		CND43212Y4	
SERIAL DISTRIBUTION:		CND43212Y8	CND43212YB		CND43212YH	
SERIAL DISTRIBUTION:		CND43212YY	CND43212Z2		CND43212ZP	
SERIAL DISTRIBUTION:		CND4321302				
UK703E	EACH	40	40	0	0.00	0.00
3 YEAR NEXT BUSINESS DAY ONSIT		WHSE: 007				
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
EWRFL14	EACH	40	40	0	3.00	120.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				
HL049	EACH	40	40	0	9.90	396.00
HP LT MISCELLANEOUS INTEGRATIO		WHSE: 007				
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART		WHSE: 007				
PARTIAL ORDER.						

INVOICE



INVOICE NUMBER: 0113745-IN
INVOICE DATE: 9/12/2014

ORDER NUMBER: 87109D
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
PIO PICO ELEMENTARY SCHOOL
931 W. HIGHLAND ST.
(714) 972-7500
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	PIO PICO ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	30,133.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	120.00
Sales Tax:	2,378.97
Invoice Total:	**32,631.97**

PACKING LIST

SALES ORDER NO: 87109D
BATCH NO: 52223
INVOICE NO: 0113745
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
PIO PICO ELEMENTARY SCHOOL
931 W. HIGHLAND ST.
(714) 972-7500
SANTA ANA, CA 92703

DATE	SHIP VIA	F.O.B.	TERMS
9/9/2014	PIO PICO ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310519	9/9/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION		UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-156							
40	40	0	K0N34UP#ABAK-SA	HP 430 G2 13.3" Laptop -BU IDS			
40	40	0	K0N34UP#ABA	HP 430 G2 13.3" Laptop -BU IDS			
	SERIAL DISTRIBUTION:		CND43212NZ	CND43212P7	CND43212PJ		
	SERIAL DISTRIBUTION:		CND43212PK	CND43212Q7	CND43212QB		
	SERIAL DISTRIBUTION:		CND43212QD	CND43212QG	CND43212QS		
	SERIAL DISTRIBUTION:		CND43212RF	CND43212RR	CND43212RV		
	SERIAL DISTRIBUTION:		CND43212S5	CND43212SF	CND43212T0		
	SERIAL DISTRIBUTION:		CND43212TF	CND43212TG	CND43212TV		
	SERIAL DISTRIBUTION:		CND43212TY	CND43212V1	CND43212V4		
	SERIAL DISTRIBUTION:		CND43212V8	CND43212VG	CND43212W3		
	SERIAL DISTRIBUTION:		CND43212W4	CND43212W5	CND43212W6		
	SERIAL DISTRIBUTION:		CND43212WR	CND43212WS	CND43212XF		
	SERIAL DISTRIBUTION:		CND43212XQ	CND43212XW	CND43212Y4		
	SERIAL DISTRIBUTION:		CND43212Y8	CND43212YB	CND43212YH		
	SERIAL DISTRIBUTION:		CND43212YY	CND43212Z2	CND43212ZP		
	SERIAL DISTRIBUTION:		CND4321302				
40	40	0	UK703E	3 YEAR NEXT BUSINESS DAY ONSIT			
WSCA.							
LOAD DISTRICT IMAGE, PLACE ASSET TAG.							
40	40	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE			
40	40	0	HL049	HP LT MISCELLANEOUS INTEGRATIO			
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART			
PARTIAL ORDER.							

Print Date: 9/9/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87109D
BATCH NO.: 52223
INVOICE NO.: 0113745
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310519

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
PIO PICO ELEMENTARY SCHOOL
931 W. HIGHLAND ST.
(714) 972-7500
SANTA ANA, CA 92703

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 40 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 1 Cart 40 Integration Services 40 Laptop Adapter

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Oscar Mendoza
Site Administrator (PLEASE PRINT)

Site Administrator Signature

Email Address

9/11/14
Date

Ethan McBride
Arey Jones Representative

Arey Jones Signature

9/11/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113721-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 87109A
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
MIDDLE COLLEGE HIGH SCHOOL
1530 W. SEVENTEENTH ST.
(714) 953-3900
SANTA ANA, CA 92706

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	MIDDLE COLLEGE		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-156						
K0N34UP#ABAK-SA	EACH	40	40	0	697.00	27,880.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
K0N34UP#ABA	EACH	40	40	0	0.00	0.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
SERIAL DISTRIBUTION:		CND43212P5	CND43212PW		CND43212QW	
SERIAL DISTRIBUTION:		CND43212R7	CND43212R8		CND43212RC	
SERIAL DISTRIBUTION:		CND43212RH	CND43212RN		CND43212RW	
SERIAL DISTRIBUTION:		CND43212S7	CND43212SB		CND43212SG	
SERIAL DISTRIBUTION:		CND43212SR	CND43212TQ		CND43212V0	
SERIAL DISTRIBUTION:		CND43212VL	CND43212VM		CND43212VS	
SERIAL DISTRIBUTION:		CND43212VV	CND43212W7		CND43212WK	
SERIAL DISTRIBUTION:		CND43212X0	CND43212X6		CND43212X9	
SERIAL DISTRIBUTION:		CND43212XJ	CND43212XS		CND43212Y6	
SERIAL DISTRIBUTION:		CND43212YM	CND43212YX		CND43212Z0	
SERIAL DISTRIBUTION:		CND43212Z6	CND43212Z7		CND43212ZG	
SERIAL DISTRIBUTION:		CND43212ZH	CND43212ZK		CND43212ZL	
SERIAL DISTRIBUTION:		CND43212ZQ	CND43212ZT		CND4321300	
SERIAL DISTRIBUTION:		CND4321304				
UK703E	EACH	40	40	0	0.00	0.00
3 YEAR NEXT BUSINESS DAY ONSIT		WHSE: 007				
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
EWRFL14	EACH	40	40	0	3.00	120.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				
HL049	EACH	40	40	0	9.90	396.00
HP LT MISCELLANEOUS INTEGRATIO		WHSE: 007				
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART		WHSE: 007				
PARTIAL ORDER.						

INVOICE

INVOICE NUMBER: 0113721-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 87109A
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
MIDDLE COLLEGE HIGH SCHOOL
1530 W. SEVENTEENTH ST.
(714) 953-3900
SANTA ANA, CA 92706

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	MIDDLE COLLEGE		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	30,133.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	120.00
Sales Tax:	2,378.97
Invoice Total:	**32,631.97**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 87109A
BATCH NO: 52216
INVOICE NO: 0113721
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
MIDDLE COLLEGE HIGH SCHOOL
1530 W. SEVENTEENTH ST.
(714) 953-3900
SANTA ANA, CA 92706

DATE	SHIP VIA	F.O.B.	TERMS
9/8/2014	MIDDLE COLLEGE		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON#	
310519	9/8/2014	0050	

QUANTITIES REQUIRED	SHIPPED	BACKORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-156						
40	40	0	K0N34UP#ABAK-SA	HP 430 G2 13.3" Laptop -BU IDS		
40	40	0	K0N34UP#ABA	HP 430 G2 13.3" Laptop -BU IDS		
	SERIAL DISTRIBUTION:		CND43212P5	CND43212PW CND43212QW		
	SERIAL DISTRIBUTION:		CND43212R7	CND43212R8 CND43212RC		
	SERIAL DISTRIBUTION:		CND43212RH	CND43212RN CND43212RW		
	SERIAL DISTRIBUTION:		CND43212S7	CND43212SB CND43212SG		
	SERIAL DISTRIBUTION:		CND43212SR	CND43212TQ CND43212V0		
	SERIAL DISTRIBUTION:		CND43212VL	CND43212VM CND43212VS		
	SERIAL DISTRIBUTION:		CND43212VV	CND43212W7 CND43212WK		
	SERIAL DISTRIBUTION:		CND43212X0	CND43212X6 CND43212X9		
	SERIAL DISTRIBUTION:		CND43212XJ	CND43212XS CND43212Y6		
	SERIAL DISTRIBUTION:		CND43212YM	CND43212YX CND43212Z0		
	SERIAL DISTRIBUTION:		CND43212Z6	CND43212Z7 CND43212ZG		
	SERIAL DISTRIBUTION:		CND43212ZH	CND43212ZK CND43212ZL		
	SERIAL DISTRIBUTION:		CND43212ZQ	CND43212ZT CND4321300		
	SERIAL DISTRIBUTION:		CND4321304			
40	40	0	UK703E	3 YEAR NEXT BUSINESS DAY ONSIT		
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
40	40	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
40	40	0	HL049	HP LT MISCELLANEOUS INTEGRATIO		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		
PARTIAL ORDER.						

Print Date: 9/8/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87109A
BATCH NO.: 52216
INVOICE NO.: 0113721
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310519

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
MIDDLE COLLEGE HIGH SCHOOL
1530 W. SEVENTEENTH ST.
(714) 953-3900
SANTA ANA, CA 92706

Total Computers Delivered: Desktops____ Laptops 40 Servers____ Other_____

Total Computers Installed : Desktops_____Laptops 40 Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 1 CART 40 INTEGRATION SERVICES 40 USB ADAPTERS

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Kathy Apps
Site Administrator (PLEASE PRINT)

Kathy Apps
Site Administrator Signature

Email Address

9/10/2014
Date

Arey Jones Representative

Arey Jones Signature

Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/8/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113722-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 87109B
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
ESQUEDA ELEMENTARY SCHOOL
2240 S. MAIN ST.
(714) 431-1500
SANTA ANA, CA 92707

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	ESQUEDA ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-156						
K0N34UP#ABAK-SA	EACH	80	80	0	697.00	55,760.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
K0N34UP#ABA	EACH	80	80	0	0.00	0.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
SERIAL DISTRIBUTION:		CND43212NX	CND43212P1		CND43212P8	
SERIAL DISTRIBUTION:		CND43212PL	CND43212PY		CND43212Q6	
SERIAL DISTRIBUTION:		CND43212Q9	CND43212QH		CND43212QK	
SERIAL DISTRIBUTION:		CND43212QL	CND43212QM		CND43212QP	
SERIAL DISTRIBUTION:		CND43212QT	CND43212QV		CND43212R0	
SERIAL DISTRIBUTION:		CND43212R1	CND43212R2		CND43212R3	
SERIAL DISTRIBUTION:		CND43212R9	CND43212RB		CND43212RD	
SERIAL DISTRIBUTION:		CND43212RJ	CND43212RM		CND43212RQ	
SERIAL DISTRIBUTION:		CND43212RS	CND43212RX		CND43212RY	
SERIAL DISTRIBUTION:		CND43212RZ	CND43212S0		CND43212S4	
SERIAL DISTRIBUTION:		CND43212S6	CND43212SC		CND43212SM	
SERIAL DISTRIBUTION:		CND43212SQ	CND43212SW		CND43212SY	
SERIAL DISTRIBUTION:		CND43212T9	CND43212TH		CND43212TK	
SERIAL DISTRIBUTION:		CND43212TM	CND43212TP		CND43212V3	
SERIAL DISTRIBUTION:		CND43212V7	CND43212VB		CND43212VC	
SERIAL DISTRIBUTION:		CND43212VF	CND43212VH		CND43212VN	
SERIAL DISTRIBUTION:		CND43212VQ	CND43212VT		CND43212W2	
SERIAL DISTRIBUTION:		CND43212WD	CND43212WF		CND43212WP	
SERIAL DISTRIBUTION:		CND43212WY	CND43212X1		CND43212X2	
SERIAL DISTRIBUTION:		CND43212X4	CND43212X5		CND43212X7	
SERIAL DISTRIBUTION:		CND43212XG	CND43212XH		CND43212XK	
SERIAL DISTRIBUTION:		CND43212XL	CND43212Y1		CND43212Y3	
SERIAL DISTRIBUTION:		CND43212YK	CND43212YS		CND43212YT	
SERIAL DISTRIBUTION:		CND43212YV	CND43212YZ		CND43212Z1	
SERIAL DISTRIBUTION:		CND43212ZB	CND43212ZM		CND43212ZS	
SERIAL DISTRIBUTION:		CND43212ZV	CND43212ZW		CND43212ZY	
SERIAL DISTRIBUTION:		CND43212ZZ	CND4321305			
UK703E	EACH	80	80	0	0.00	0.00
3 YEAR NEXT BUSINESS DAY ONSIT WSCA.		WHSE: 007				

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113722-IN
INVOICE DATE: 9/11/2014

ORDER NUMBER: 87109B
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

SHIP TO:
ESQUEDA ELEMENTARY SCHOOL
2240 S. MAIN ST.
(714) 431-1500
SANTA ANA, CA 92707

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	ESQUEDA ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
EWRFL14 ELECTRONIC WASTE RECYCLING FEE	EACH	80 WHSE: 007	80	0	3.00	240.00
HL049 HP LT MISCELLANEOUS INTEGRATIO	EACH	80 WHSE: 007	80	0	9.90	792.00
NETBOOK42-CT BRETFORD 42-UNIT NETBOOK CART PARTIAL ORDER.	EACH	2 WHSE: 007	2	0	1,857.00	3,714.00

Net Invoice:	60,266.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	240.00
Sales Tax:	4,757.92
Invoice Total:	**65,263.92**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 87109B
BATCH NO: 52217
INVOICE NO: 0113722
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
ESQUEDA ELEMENTARY SCHOOL
2240 S. MAIN ST.
(714) 431-1500
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
9/8/2014	ESQUEDA ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310519	9/8/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACKORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE#	CTH14-156					
80	80	0	K0N34UP#ABAK-SA	HP 430 G2 13.3" Laptop -BU IDS		
80	80	0	K0N34UP#ABA	HP 430 G2 13.3" Laptop -BU IDS		
	SERIAL	DISTRIBUTION:	CND43212NX	CND43212P1 CND43212P8		
	SERIAL	DISTRIBUTION:	CND43212PL	CND43212PY CND43212Q6		
	SERIAL	DISTRIBUTION:	CND43212Q9	CND43212QH CND43212QK		
	SERIAL	DISTRIBUTION:	CND43212QL	CND43212QM CND43212QP		
	SERIAL	DISTRIBUTION:	CND43212QT	CND43212QV CND43212R0		
	SERIAL	DISTRIBUTION:	CND43212R1	CND43212R2 CND43212R3		
	SERIAL	DISTRIBUTION:	CND43212R9	CND43212RB CND43212RD		
	SERIAL	DISTRIBUTION:	CND43212RJ	CND43212RM CND43212RQ		
	SERIAL	DISTRIBUTION:	CND43212RS	CND43212RX CND43212RY		
	SERIAL	DISTRIBUTION:	CND43212RZ	CND43212S0 CND43212S4		
	SERIAL	DISTRIBUTION:	CND43212S6	CND43212SC CND43212SM		
	SERIAL	DISTRIBUTION:	CND43212SQ	CND43212SW CND43212SY		
	SERIAL	DISTRIBUTION:	CND43212T9	CND43212TH CND43212TK		
	SERIAL	DISTRIBUTION:	CND43212TM	CND43212TP CND43212V3		
	SERIAL	DISTRIBUTION:	CND43212V7	CND43212VB CND43212VC		
	SERIAL	DISTRIBUTION:	CND43212VF	CND43212VH CND43212VN		
	SERIAL	DISTRIBUTION:	CND43212VQ	CND43212VT CND43212W2		
	SERIAL	DISTRIBUTION:	CND43212WD	CND43212WF CND43212WP		
	SERIAL	DISTRIBUTION:	CND43212WY	CND43212X1 CND43212X2		
	SERIAL	DISTRIBUTION:	CND43212X4	CND43212X5 CND43212X7		
	SERIAL	DISTRIBUTION:	CND43212XG	CND43212XH CND43212XK		
	SERIAL	DISTRIBUTION:	CND43212XL	CND43212Y1 CND43212Y3		
	SERIAL	DISTRIBUTION:	CND43212YK	CND43212YS CND43212YT		
	SERIAL	DISTRIBUTION:	CND43212YV	CND43212YZ CND43212Z1		
	SERIAL	DISTRIBUTION:	CND43212ZB	CND43212ZM CND43212ZS		
	SERIAL	DISTRIBUTION:	CND43212ZV	CND43212ZW CND43212ZY		
	SERIAL	DISTRIBUTION:	CND43212ZZ	CND4321305		
80	80	0	UK703E	3 YEAR NEXT BUSINESS DAY ONSIT		

WSCA.
LOAD DISTRICT IMAGE, PLACE ASSET TAG.

Print Date: 9/8/2014

PACKING LIST

SALES ORDER NO: 87109B
BATCH NO: 52217
INVOICE NO: 0113722
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
ESQUEDA ELEMENTARY SCHOOL
2240 S. MAIN ST.
(714) 431-1500
SANTA ANA, CA 92707

DATE	SHIP VIA	F.O.B.	TERMS
9/8/2014	ESQUEDA ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310519	9/8/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
80	80	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
80	80	0	HL049	HP LT MISCELLANEOUS INTEGRATIO		
2	2	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		

PARTIAL ORDER.

Print Date: 9/8/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87109B
BATCH NO.: 52217
INVOICE NO.: 0113722
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310519

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
ESQUEDA ELEMENTARY SCHOOL
2240 S. MAIN ST.
(714) 431-1500
SANTA ANA, CA 92707

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 80 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers: _____

Total Optical Mice: _____ Total Lockdowns: _____ Recovery CDS: _____

Total Patch Cables: _____ Misc. Items: 2 carts 80 integration services 80 LAPTOP ADAPTERS

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Steven Kotsubo
Site Administrator (PLEASE PRINT)

Site Administrator Signature

Email Address

9/10/14
Date

Arey Jones Representative

Arey Jones Signature

9/10/14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

Print Date: 9/8/2014

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113817-IN
INVOICE DATE: 9/15/2014

ORDER NUMBER: 87109G
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
HENINGER ES
417 WEST WALNUT STREET
714-953-3800
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	HENINGER ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-156						
K0N34UP#ABAK-SA	EACH	40	40	0	697.00	27,880.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
K0N34UP#ABA	EACH	40	40	0	0.00	0.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
SERIAL DISTRIBUTION:		CND43212P2	CND43212PB		CND43212PM	
SERIAL DISTRIBUTION:		CND43212PQ	CND43212PR		CND43212PV	
SERIAL DISTRIBUTION:		CND43212Q0	CND43212Q1		CND43212Q4	
SERIAL DISTRIBUTION:		CND43212QC	CND43212R6		CND43212S2	
SERIAL DISTRIBUTION:		CND43212S3	CND43212S8		CND43212SK	
SERIAL DISTRIBUTION:		CND43212SL	CND43212SS		CND43212T3	
SERIAL DISTRIBUTION:		CND43212T7	CND43212TD		CND43212TN	
SERIAL DISTRIBUTION:		CND43212TS	CND43212TT		CND43212TZ	
SERIAL DISTRIBUTION:		CND43212W1	CND43212WB		CND43212WT	
SERIAL DISTRIBUTION:		CND43212WW	CND43212XN		CND43212XT	
SERIAL DISTRIBUTION:		CND43212YC	CND43212YL		CND43212YP	
SERIAL DISTRIBUTION:		CND43212YQ	CND43212Z8		CND43212ZC	
SERIAL DISTRIBUTION:		CND43212ZF	CND43212ZJ		CND43212ZN	
SERIAL DISTRIBUTION:		CND43212ZX				
UK703E	EACH	40	40	0	0.00	0.00
3 YEAR NEXT BUSINESS DAY ONSIT		WHSE: 007				
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
EWRFL14	EACH	40	40	0	3.00	120.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				
HL049	EACH	40	40	0	9.90	396.00
HP LT MISCELLANEOUS INTEGRATIO		WHSE: 007				
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART		WHSE: 007				
PARTIAL ORDER.						

INVOICE

INVOICE NUMBER: 0113817-IN
INVOICE DATE: 9/15/2014

ORDER NUMBER: 87109G
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
HENINGER ES
417 WEST WALNUT STREET
714-953-3800
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	HENINGER ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	30,133.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	120.00
Sales Tax:	2,378.97
Invoice Total:	**32,631.97**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 87109G
BATCH NO: 52248
INVOICE NO: 0113817
CUSTOMER NO: 0013941

AREY-JONES EDUCATIONAL SOLUTIONS

PO Box 507404 SAN DIEGO, CA. 92150-7404

COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
HENINGER ES
417 WEST WALNUT STREET
714-953-3800
Santa Ana, CA 92701

DATE	SHIP VIA	F.O.B.	TERMS
9/11/2014	HENINGER ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310519	9/10/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-156						
40	40	0	K0N34UP#ABAK-SA	HP 430 G2 13.3" Laptop -BU IDS		
40	40	0	K0N34UP#ABA	HP 430 G2 13.3" Laptop -BU IDS		
	SERIAL DISTRIBUTION:		CND43212P2	CND43212PB CND43212PM		
	SERIAL DISTRIBUTION:		CND43212PQ	CND43212PR CND43212PV		
	SERIAL DISTRIBUTION:		CND43212Q0	CND43212Q1 CND43212Q4		
	SERIAL DISTRIBUTION:		CND43212QC	CND43212R6 CND43212S2		
	SERIAL DISTRIBUTION:		CND43212S3	CND43212S8 CND43212SK		
	SERIAL DISTRIBUTION:		CND43212SL	CND43212SS CND43212T3		
	SERIAL DISTRIBUTION:		CND43212T7	CND43212TD CND43212TN		
	SERIAL DISTRIBUTION:		CND43212TS	CND43212TT CND43212TZ		
	SERIAL DISTRIBUTION:		CND43212W1	CND43212WB CND43212WT		
	SERIAL DISTRIBUTION:		CND43212WW	CND43212XN CND43212XT		
	SERIAL DISTRIBUTION:		CND43212YC	CND43212YL CND43212YP		
	SERIAL DISTRIBUTION:		CND43212YQ	CND43212Z8 CND43212ZC		
	SERIAL DISTRIBUTION:		CND43212ZF	CND43212ZJ CND43212ZN		
	SERIAL DISTRIBUTION:		CND43212ZX			
40	40	0	UK703E	3 YEAR NEXT BUSINESS DAY ONSIT		
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
40	40	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE		
40	40	0	HL049	HP LT MISCELLANEOUS INTEGRATIO		
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART		
PARTIAL ORDER.						

Print Date: 9/11/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87109G
BATCH NO.: 52248
INVOICE NO.: 0113817
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310519

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
HENINGER ES
417 WEST WALNUT STREET
714-953-3800
Santa Ana, CA 92701

Total Computers Delivered: Desktops____ Laptops 40 Servers____ Other_____

Total Computers Installed : Desktops____ Laptops 40 Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 1 CART, 40 LAPTOP ADAPTERS

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

Elida Caceres
Site Administrator (PLEASE PRINT)

Site Administrator Signature

Email Address

9/12/14
Date

Kendall Benson
Arey Jones Representative

Arey Jones Signature

9-12-14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113762-IN
INVOICE DATE: 9/16/2014

ORDER NUMBER: 87109E
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
DIAMOND ELEMENTARY SCHOOL
1450 S. CENTER ST.
(714) 480-8100
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	DIAMOND ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-156						
K0N34UP#ABAK-SA	EACH	40	40	0	697.00	27,880.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
K0N34UP#ABA	EACH	40	40	0	0.00	0.00
HP 430 G2 13.3" Laptop -BU IDS		WHSE: 007				
SERIAL DISTRIBUTION:		CND43212PH	CND43212PP		CND43212PT	
SERIAL DISTRIBUTION:		CND43212PX	CND43212Q3		CND43212QQ	
SERIAL DISTRIBUTION:		CND43212QY	CND43212R4		CND43212SD	
SERIAL DISTRIBUTION:		CND43212SH	CND43212SJ		CND43212SN	
SERIAL DISTRIBUTION:		CND43212SV	CND43212SX		CND43212SZ	
SERIAL DISTRIBUTION:		CND43212T1	CND43212T4		CND43212T8	
SERIAL DISTRIBUTION:		CND43212TX	CND43212V2		CND43212V5	
SERIAL DISTRIBUTION:		CND43212V9	CND43212VJ		CND43212VP	
SERIAL DISTRIBUTION:		CND43212VW	CND43212WG		CND43212WH	
SERIAL DISTRIBUTION:		CND43212WL	CND43212WX		CND43212X8	
SERIAL DISTRIBUTION:		CND43212XD	CND43212XR		CND43212XY	
SERIAL DISTRIBUTION:		CND43212Y9	CND43212YF		CND43212YG	
SERIAL DISTRIBUTION:		CND43212YJ	CND43212ZD		CND4321301	
SERIAL DISTRIBUTION:		CND4321303				
UK703E	EACH	40	40	0	0.00	0.00
3 YEAR NEXT BUSINESS DAY ONSIT		WHSE: 007				
WSCA.						
LOAD DISTRICT IMAGE, PLACE ASSET TAG.						
EWRFL14	EACH	40	40	0	3.00	120.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				
HL049	EACH	40	40	0	9.90	396.00
HP LT MISCELLANEOUS INTEGRATIO		WHSE: 007				
NETBOOK42-CT	EACH	1	1	0	1,857.00	1,857.00
BRETFORD 42-UNIT NETBOOK CART		WHSE: 007				
PARTIAL ORDER.						

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0113762-IN
INVOICE DATE: 9/16/2014

ORDER NUMBER: 87109E
ORDER DATE: 8/15/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
DIAMOND ELEMENTARY SCHOOL
1450 S. CENTER ST.
(714) 480-8100
SANTA ANA, CA 92704

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
310519	DIAMOND ELEM.		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	30,133.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	120.00
Sales Tax:	2,378.97
Invoice Total:	**32,631.97**

PACKING LIST

AREY JONES EDUCATIONAL SOLUTIONS

SALES ORDER NO: 87109E
BATCH NO: 52229
INVOICE NO: 0113762
CUSTOMER NO: 0013941

AREY -JONES EDUCATIONAL SOLUTIONS
PO Box 507404 SAN DIEGO, CA. 92150-7404
COMPUTERS * PRINTERS * NETWORKING * SOFTWARE * SALES * SERVICE

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
DIAMOND ELEMENTARY SCHOOL
1450 S. CENTER ST.
(714) 480-8100
SANTA ANA, CA 92704

DATE	SHIP VIA	F.O.B.	TERMS
9/9/2014	DIAMOND ELEM.		NET 30

PURCHASE ORDER NUMBER	INVOICE DATE	SALESPERSON
310519	9/9/2014	0050

QUANTITIES REQUIRED	SHIPPED	BACK ORDER	ITEM NUMBER	DESCRIPTION		UNIT PRICE	TOTAL AMOUNT
QUOTE# CTH14-156							
40	40	0	K0N34UP#ABAK-SA	HP 430 G2 13.3" Laptop -BU IDS			
40	40	0	K0N34UP#ABA	HP 430 G2 13.3" Laptop -BU IDS			
	SERIAL DISTRIBUTION:		CND43212PH	CND43212PP	CND43212PT		
	SERIAL DISTRIBUTION:		CND43212PX	CND43212Q3	CND43212QQ		
	SERIAL DISTRIBUTION:		CND43212QY	CND43212R4	CND43212SD		
	SERIAL DISTRIBUTION:		CND43212SH	CND43212SJ	CND43212SN		
	SERIAL DISTRIBUTION:		CND43212SV	CND43212SX	CND43212SZ		
	SERIAL DISTRIBUTION:		CND43212T1	CND43212T4	CND43212T8		
	SERIAL DISTRIBUTION:		CND43212TX	CND43212V2	CND43212V5		
	SERIAL DISTRIBUTION:		CND43212V9	CND43212VJ	CND43212VP		
	SERIAL DISTRIBUTION:		CND43212VW	CND43212WG	CND43212WH		
	SERIAL DISTRIBUTION:		CND43212WL	CND43212WX	CND43212X8		
	SERIAL DISTRIBUTION:		CND43212XD	CND43212XR	CND43212XY		
	SERIAL DISTRIBUTION:		CND43212Y9	CND43212YF	CND43212YG		
	SERIAL DISTRIBUTION:		CND43212YJ	CND43212ZD	CND4321301		
	SERIAL DISTRIBUTION:		CND4321303				
40	40	0	UK703E	3 YEAR NEXT BUSINESS DAY ONSIT			
WSCA.							
LOAD DISTRICT IMAGE, PLACE ASSET TAG.							
40	40	0	EWRFL14	ELECTRONIC WASTE RECYCLING FEE			
40	40	0	HL049	HP LT MISCELLANEOUS INTEGRATIO			
1	1	0	NETBOOK42-CT	BRETFORD 42-UNIT NETBOOK CART			
PARTIAL ORDER.							

Print Date: 9/9/2014

Site Delivery & Installation Verification

SALES ORDER NO.: 87109E
BATCH NO.: 52229
INVOICE NO.: 0113762
CUSTOMER NO.: 0013941
PURCHASE ORDER NO.: 310519

Bill To:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

Ship To:
DIAMOND ELEMENTARY SCHOOL
1450 S. CENTER ST.
(714) 480-8100
SANTA ANA, CA 92704

Total Computers Delivered: Desktops____ Laptops____ Servers____ Other 40 Chromebooks

Total Computers Installed : Desktops____ Laptops____ Servers____ Other_____

Total Printers: _____ Total Monitors: _____ Total Speakers:_____

Total Optical Mice: _____ Total Lockdowns:_____ Recovery CDS:_____

Total Patch Cables: _____ Misc. Items: 1 CART 40 integration services 40 WPROB ADAPTER

Total number of boxes delivered: _____

Distribution of administrator password on these machines is to be limited to local technology support staff at the discretion of the site administrator. The Administrator password for this comptuer is _____, _____ initial.

Your computers have been configured; asset managed, and tested. You have requested that they not be installed and agree to wave the installation of the computers _____ initial.
All lockdown keys given to person signing document. _____ initial.

The total quantities of equipment above have been distributed as listed on this document.
The following school contact signature verifies delivery & installation.

MALLIKA ATHREYA
Site Administrator (PLEASE PRINT)

Ethan McBride
Arey Jones Representative

Mallika Athreya
Site Administrator Signature

Arey Jones Signature

_____
Email Address

9/11/14
Date

9-11-14
Date

****** Must be signed by an Administrator, Principal or Assistant Principal**

84 200230

NON-NEGOTIABLE

Payment Date:Nov 26, 2014

AKINS IT, INC.

Vendor #:121378

Invoice: 6348

Invoice Date: Nov 5, 2014

***122,562.30

Check Number: 84200230

Total: *** 122,562.30

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT, CHECK FOR THERMOCHROMIC INK AND A TRUE WATERMARK, HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 200230

56-382
412

One Hundred Twenty-Two Thousand Five Hundred Sixty-Two Dollars And Thirty Cents**********

9600058619

Security Protect
PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.

84200230 Nov 26, 2014

Pay To The Order of

AKINS IT, INC.
20321 IRVINE AVENUE, SUITE F3
NEWPORT BEACH,CA 92660
US

FUND

D01

AMOUNT

*****122,562.30

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84200230⑈ ⑆041203824⑆ 9600058619⑈

AKINSIT
20321 Irvine Ave Suite F3
Newport Beach, CA 92660

Invoice

Date	Invoice #
11/5/2014	6348

Bill To	Ship To
Santa Ana USD Bob Chavez 1601 East Chestnut Ave Santa Ana, CA 92701-6322	Santa Ana USD Bob Chavez 1601 East Chestnut Ave Santa Ana, CA 92701-6322

P.O. Number	Terms	Due Date	Rep	Project
313700-1	Due on Delivery	11/10/2014	MG	Santa Ana HS AH Wireless One Year HMOL

Qty	Invoiced Qty	Description	Price Each	Amount
		CMAS CONTRACT # 3-13-70-3011A		0.00
		AP-230		0.00
170	150	AP230, indoor plenum rated, 2 radio 3x3:3 802.11a/b/g/n/ac, 2 10/100/1000, USB, FCC regulatory domain, without power supply	519.35	77,902.50T
170	150	HiveManager Online Express or Enterprise for one 802.11ac AP230 for one year, includes 8x5 phone support, software subscription, and customer portal access. For EDU customers only	50.00	7,500.00
		AP-170 (Outdoor Unit)		0.00
30	25	AP170, outdoor rated, 2 radio 2x2 802.11a/b/g/n, 1 10/100/1000, FCC regulatory domain, without power supply	899.40	22,485.00T
30	25	30W POE power injector with US power cord for AP300 series	59.40	1,485.00T
30	25	AP170 outdoor antenna kit (2x2.4Ghz 5dBi and 2x5Ghz 7dBi)	120.00	3,000.00T
30	25	HiveManager Online Express or Enterprise for one AP170 for three (1) years, includes 8x5 Phone support, software subscription,and customer portal access for EDU customers only	72.00	1,800.00
30	0	Outdoor protective enclosure for Aero Hive AP-170	175.00	0.00T
		Services		0.00

Approved
Bob Chavez
Manager of ITC

Approved
Ricardo Enz,
Director Of ITC
11-14-14

11/14/14

Please remit payment to:
Akins IT, Inc.
20321 Irvine Ave Suite F3
Newport Beach, CA 92660

Sales Tax (8.0%)	
Total	

AKINSIT
20321 Irvine Ave Suite F3
Newport Beach, CA 92660

Invoice

Date	Invoice #
11/5/2014	6348

Bill To	Ship To
Santa Ana USD Bob Chavez 1601 East Chestnut Ave Santa Ana, CA 92701-6322	Santa Ana USD Bob Chavez 1601 East Chestnut Ave Santa Ana, CA 92701-6322

P.O. Number	Terms	Due Date	Rep	Project
313700-1	Due on Delivery	11/10/2014	MG	Santa Ana HS AH Wireless One Year HMOL

Qty	Invoiced Qty	Description	Price Each	Amount
1	0	Akins IT Professional Wireless Services: Create High School(HS) Network Policy within Hive Manager On-Line (HMOL) SSID's Provided from Network Questionnaire Firewall Guest SSID at AP level (if required) Add Licensing for new Aerohive AP's Successfully add Aerohive AP's to HMOL Upgrade Firmware on HMOL and AP's to latest release Add floor plans to Hive Maps and add AP's using list provided from cabling team Label AP's in HMOL according to flood plans for easy troubleshooting Test Connections to each SSID and ensure proper DHCP assignment and access	0.00	0.00
		Customer is responsible for: *UDP Port 12222 Opened in Firewall (MGT of AP's) *Content Filter exception for access to HMOL URL created (if required) *DHCP for AP MGT and Client VLANs created on site *Mount both indoor and outdoor access points *Cables terminated at AP, Switch port and Labeled		0.00
1	0	Ground Shipping	650.00	0.00

Please remit payment to:
Akins IT, Inc.
20321 Irvine Ave Suite F3
Newport Beach, CA 92660

Sales Tax (8.0%)	$8,389.80
Total	$122,562.30

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313700-1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AKINS IT, INC.
20321 IRVINE AVENUE, SUITE F3
NEWPORT BEACH,CA 92660
Supplier Num:121378

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
29-OCT-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	170	EACH	AP230, indoor plenum rated, 2 radio 3x3:3 802.11a/b/g/n/ac, 2 10/100/1000 USB, FCC regulatory domain, without power supply Supplier Part No: AH-AP-230-AC-FCC	519.35	$88,289.50
2	170	EACH	HiveManager Online Express or Enterprise for one (1) 802.11ac AP230 for One year, includes 8x5 phone support, software subscription, and customer portal access. For EDU customers only. Supplier Part No: AH-HMOL-EDU-8x5-1YR-AC230	50.00	$8,500.00
3	30	EACH	AP170, outdoor rated, 2 radio 2x2 802.11a/b/g/n, 1 10/100/1000, FCC regulatory domain, without power supply Supplier Part No: AH-AP-170-N-FCC	899.40	$26,982.00
4	30	EACH	30W POE power injector with US power cord for AP300 series Supplier Part No: AH-ACC-INJ-30W-US	59.40	$1,782.00
5	30	EACH	AP170 outdoor antenna kit (2x2.4Ghz 5dBi and 2x5Ghz 7dBi) Supplier Part No: AH-ACC-170-ANT-KIT	120.00	$3,600.00
6	30	EACH	HiveManager Online Express or Enterprise for one AP170 for one year, includes 8x5 Phone support, software subscription,and customer portal access for EDU customers only Supplier Part No: H-HMOL-EDU-8x5-1YR-170	72.00	$2,160.00
7	30	EACH	Outdoor protective cover for Aero Hive AP-170 Supplier Part No: AH-170ENCLOSE	175.00	$5,250.00
8		DOLLAR	GROUND SHIPPING **PRICING PER CMAS CONTRACT # 3-13-70-3011A BOARD APPROVED OCTOBER 28, 2014**	1.00	$650.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$137,213.50
017405-0-1110-1000-4400-210	$147,285.78	**Tax**	$10,072.28

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313700-1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AKINS IT, INC.
20321 IRVINE AVENUE, SUITE F3
NEWPORT BEACH,CA 92660
Supplier Num:121378

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

		Total	$147,285.78

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

84 200744

NON-NEGOTIABLE

Payment Date:Dec 10, 2014

APPLE, INC

Vendor #:104683

Invoice: 4306791781	Invoice Date: Nov 3, 2014	***628.32
Invoice: 4307071850	Invoice Date: Nov 3, 2014	***12,207.78
Invoice: 4309750349	Invoice Date: Nov 12, 2014	***198.00
Invoice: 4309801423	Invoice Date: Nov 12, 2014	***4,535.90
Invoice: 4310399099	Invoice Date: Nov 14, 2014	***300.00
Invoice: 4310562632	Invoice Date: Nov 15, 2014	***1,783.92
Invoice: 4311307553	Invoice Date: Nov 18, 2014	***111,614.20
Invoice: 4311385991	Invoice Date: Nov 18, 2014	***530,921.60
Invoice: 4313331473	Invoice Date: Nov 24, 2014	***119.00
Invoice: 4313744949	Invoice Date: Nov 25, 2014	***412.32

Check Number: 84200744

Total: *** 662,721.04

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE WATERMARK, HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 200744

56-382
440

Six Hundred Sixty-Two Thousand Seven Hundred Twenty-One Dollars And Four Cents**********

9600058619

Security Protect
PRESS, RUB, OR BREATHE HERE. RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.
84200744 Dec 10, 2014

Pay To The Order of
APPLE, INC
PO BOX 846095
DALLAS, TX 75284 6095
US

FUND
D01

AMOUNT
*****662,721.04

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84200744⑈ ⑆041203824⑆ 9600058619⑈

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

11/21/14

This Is Your

INVOICE

Page	Customer Number	Invoice Number
1	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
002	BJ746LL/A	BNDL IPAD MINI WI-FI 16GB S G	176		2,740.00	482,240.00

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

Apple Inc.

1571

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
2	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
003	ME779LL/A	IPAD MINI WI-FI 16GB SPACE GR	1,760	1,760		

SerialNo.: (DLXN216LFCM5, DLXN28KWFCM5,
DLXN30HSFCM5, DLXN31PUFCM5,
DLXN45FXFCM5, DLXNJ375FCM5,
DLXNK17SFCM5, DLXNK1ACFCM5, DLXNK1LJFCM5,
DLXNK2E6FCM5, DLXNK2YWFCM5, DLXNM0J5FCM5,
DLXNM0S0FCM5, DLXNM0V2FCM5, DLXNM19EFCM5,
DLXNM1GDFCM5, DLXNM1GLFCM5, DLXNM1JRFCM5,
DLXNM1MKFCM5, DLXNM1QWFCM5, DLXNM2U0FCM5,
DLXNM2VRFCM5, DLXNM31WFCM5, DLXNM3HDFCM5,
DLXNM3UVFCM5, DLXNM3W1FCM5, DLXNM499FCM5,
DLXNM4CYFCM5, DLXNM4D5FCM5, DLXNM4DYFCM5,
DLXNM4QWFCM5, DLXNM4RFFCM5, DLXNM4V6FCM5,
DLXNM4XFFCM5, DLXNM4XHFCM5, DLXNM4YSFCM5,
DLXNM587FCM5, DLXNM59SFCM5, DLXNM5DBFCM5,
DLXNM5HUFCM5, DLXNM5NKFCM5, DLXNM5PTFCM5,
DLXNM5QXFCM5, DLXNM5XUFCM5, DLXNM5Z1FCM5,
DLXNM66UFCM5, DLXNM676FCM5, DLXNM6DRFCM5,
DLXNM6DUFCM5, DLXNM6E2FCM5, DLXNM6ELFCM5,
DLXNM6FYFCM5, DLXNM6HGFCM5, DLXNM6K4FCM5,
DLXNM6K6FCM5, DLXNM6MLFCM5, DLXNM6PDFCM5,
DLXNM6SKFCM5, DLXNM6Y6FCM5, DLXNM715FCM5,
DLXNN04QFCM5, DLXNN0BGFCM5, DLXNN0BWFCM5,
DLXNN0BZFCM5, DLXNN0CCFCM5, DLXNN0CFFCM5,
DLXNN0CMFCM5, DLXNN0JMFCM5, DLXNN0JNFCM5,
DLXNN0JUFCM5, DLXNN0KFFCM5, DLXNN0PCFCM5,
DLXNN0RBFCM5, DLXNN0RFFCM5, DLXNN0TRFCM5,

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1572

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
3	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNN0VSFCM5, DLXNN0WGFCM5, DLXNN0YUFCM5, DLXNN14PFCM5, DLXNN16LFCM5, DLXNN17ZFCM5, DLXNN189FCM5, DLXNN19DFCM5, DLXNN1A2FCM5, DLXNN1D0FCM5, DLXNN1FLFCM5, DLXNN1HBFCM5, DLXNN1K5FCM5, DLXNN1M2FCM5, DLXNN1RFFCM5, DLXNN1TAFCM5, DLXNN1THFCM5, DLXNN1TTFCM5, DLXNN1Y5FCM5, DLXNN1YFFCM5, DLXNN1Z2FCM5, DLXNN214FCM5, DLXNN218FCM5, DLXNN21NFCM5, DLXNN22QFCM5, DLXNN243FCM5, DLXNN29NFCM5, DLXNN2AKFCM5, DLXNN2C1FCM5, DLXNN2DAFCM5, DLXNN2GBFCM5, DLXNN2L9FCM5, DLXNN2NZFCM5, DLXNN2PFFCM5, DLXNN2XTFCM5, DLXNN2YWFCM5, DLXNN2ZSFCM5, DLXNN30VFCM5, DLXNN31AFCM5, DLXNN31ZFCM5, DLXNN320FCM5, DLXNN32EFCM5, DLXNN339FCM5, DLXNN33AFCM5, DLXNN342FCM5, DLXNN34EFCM5, DLXNN34VFCM5, DLXNN34XFCM5, DLXNN36WFCM5, DLXNN3ACFCM5, DLXNN3AEFCM5, DLXNN3AMFCM5, DLXNN3AWFCM5, DLXNN3BFFCM5, DLXNN3BRFCM5, DLXNN3E5FCM5, DLXNN3EXFCM5, DLXNN3EZFCM5, DLXNN3J1FCM5, DLXNN3LPFCM5, DLXNN3MAFCM5, DLXNN3S0FCM5, DLXNN3SKFCM5, DLXNN3U0FCM5, DLXNN3WPFCM5, DLXNN3Y9FCM5, DLXNN3ZBFCM5, DLXNN3ZUFCM5, DLXNN411FCM5, DLXNN431FCM5, DLXNN432FCM5, DLXNN44FFCM5, DLXNN45AFCM5, DLXNN45CFCM5, DLXNN46UFCM5, DLXNN47SFCM5, DLXNN48BFCM5, DLXNN4AYFCM5, DLXNN4B1FCM5, DLXNN4LMFCM5, DLXNN4RFFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:

Special Instructions:

1573

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
4	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNN4S2FCM5, DLXNN4WTFCM5, DLXNN4X4FCM5, DLXNN4XQFCM5, DLXNN4XXFCM5, DLXNN4YXFCM5, DLXNN51NFCM5, DLXNN55GFCM5, DLXNN55SFCM5, DLXNN560FCM5, DLXNN56LFCM5, DLXNN57CFCM5, DLXNN57HFCM5, DLXNN57ZFCM5, DLXNN580FCM5, DLXNN58AFCM5, DLXNN58CFCM5, DLXNN58GFCM5, DLXNN58RFCM5, DLXNN58YFCM5, DLXNN590FCM5, DLXNN59YFCM5, DLXNN5A1FCM5, DLXNN5AFFCM5, DLXNN5B8FCM5, DLXNN5BZFCM5, DLXNN5CKFCM5, DLXNN5DFFCM5, DLXNN5DSFCM5, DLXNN5DTFCM5, DLXNN5DWFCM5, DLXNN5EJFCM5, DLXNN5ERFCM5, DLXNN5EXFCM5, DLXNN5EYFCM5, DLXNN5EZFCM5, DLXNN5F5FCM5, DLXNN5F6FCM5, DLXNN5G0FCM5, DLXNN5GKFCM5, DLXNN5GNFCM5, DLXNN5HCFCM5, DLXNN5J6FCM5, DLXNN5L3FCM5, DLXNN5LMFCM5, DLXNN5M6FCM5, DLXNN5M7FCM5, DLXNN5MXFCM5, DLXNN5QTFCM5, DLXNN5QWFCM5, DLXNN5S6FCM5, DLXNN5SAFCM5, DLXNN5TPFCM5, DLXNN5U7FCM5, DLXNN5ULFCM5, DLXNN5V5FCM5, DLXNN5W1FCM5, DLXNN5WGFCM5, DLXNN5XZFCM5, DLXNN5Y1FCM5, DLXNN5Y6FCM5, DLXNN5YEFCM5, DLXNN5ZFFCM5, DLXNN604FCM5, DLXNN60RFCM5, DLXNN615FCM5, DLXNN61GFCM5, DLXNN623FCM5, DLXNN64JFCM5, DLXNN65EFCM5, DLXNN65SFCM5, DLXNN689FCM5, DLXNN69UFCM5, DLXNN6C1FCM5, DLXNN6CJFCM5, DLXNN6DBFCM5, DLXNN6DJFCM5, DLXNN6DXFCM5, DLXNN6GFFCM5, DLXNN6LBFCM5, DLXNN6MRFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1574

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
5	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNN6QPFCM5, DLXNN6SUFCM5, DLXNN6WLFCM5, DLXNN6ZQFCM5, DLXNN71ZFCM5, DLXNN750FCM5, DLXNN7A4FCM5, DLXNN7AMFCM5, DLXNN7C4FCM5, DLXNN7CJFCM5, DLXNN7CQFCM5, DLXNN7D8FCM5, DLXNN7FKFCM5, DLXNN7G7FCM5, DLXNN7LVFCM5, DLXNN7MXFCM5, DLXNN7N1FCM5, DLXNN7NDFCM5, DLXNN7QAFCM5, DLXNN7RBFCM5, DLXNN7RCFCM5, DLXNN7XTFCM5, DLXNN7XWFCM5, DLXNN8G9FCM5, DLXNN8HVFCM5, DLXNN8J5FCM5, DLXNN8J9FCM5, DLXNN8JWFCM5, DLXNN8K6FCM5, DLXNN8K8FCM5, DLXNN8LFFCM5, DLXNN8LGFCM5, DLXNN8M9FCM5, DLXNN8N6FCM5, DLXNN8NKFCM5, DLXNN8P1FCM5, DLXNN8PGFCM5, DLXNN8PNFCM5, DLXNN8PQFCM5, DLXNN8QFFCM5, DLXNN8QRFCM5, DLXNN8R9FCM5, DLXNN8RVFCM5, DLXNN8S1FCM5, DLXNN8SLFCM5, DLXNN8T1FCM5, DLXNN8T5FCM5, DLXNN8T7FCM5, DLXNN8TPFCM5, DLXNN8U8FCM5, DLXNN8U9FCM5, DLXNN8UQFCM5, DLXNN8UTFCM5, DLXNN8UWFCM5, DLXNN8UYFCM5, DLXNN8V2FCM5, DLXNN8VLFCM5, DLXNN93LFCM5, DLXNN946FCM5, DLXNN955FCM5, DLXNN96LFCM5, DLXNN96ZFCM5, DLXNN98EFCM5, DLXNN9AGFCM5, DLXNN9B8FCM5, DLXNN9HAFCM5, DLXNN9KEFCM5, DLXNN9LFFCM5, DLXNN9N4FCM5, DLXNN9NDFCM5, DLXNN9QFFCM5, DLXNN9SXFCM5, DLXNN9U7FCM5, DLXNN9URFCM5, DLXNN9V0FCM5, DLXNN9V5FCM5, DLXNN9VDFCM5, DLXNN9VNFCM5, DLXNN9VWFCM5, DLXNN9XLFCM5, DLXNN9XQFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:

Special Instructions:

1575

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 530,921.60

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your ▶ **INVOICE**

Page	Customer Number	Invoice Number
6	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNN9ZYFCM5, DLXNNA0NFCM5, DLXNNA0TFCM5, DLXNNA1SFCM5, DLXNNA24FCM5, DLXNNA2JFCM5, DLXNNA33FCM5, DLXNNA3LFCM5, DLXNNA3RFCM5, DLXNNA4RFCM5, DLXNNA8AFCM5, DLXNNA99FCM5, DLXNNA9EFCM5, DLXNNAARFCM5, DLXNNABBFCM5, DLXNNABYFCM5, DLXNNAC7FCM5, DLXNNACKFCM5, DLXNNAD3FCM5, DLXNNAEUFCM5, DLXNNAF5FCM5, DLXNNAH1FCM5, DLXNNAHSFCM5, DLXNNAJ2FCM5, DLXNNAJ5FCM5, DLXNNAJ7FCM5, DLXNNAJXFCM5, DLXNNAKVFCM5, DLXNNAM9FCM5, DLXNNANLFCM5, DLXNNAP4FCM5, DLXNNAPVFCM5, DLXNNAQBFCM5, DLXNNAR7FCM5, DLXNNAS4FCM5, DLXNNAS5FCM5, DLXNNAS7FCM5, DLXNNASAFCM5, DLXNNASPFCM5, DLXNNATEFCM5, DLXNNATGFCM5, DLXNNAUMFCM5, DLXNNAUZFCM5, DLXNNAV4FCM5, DLXNNAW8FCM5, DLXNNAW9FCM5, DLXNNAWSFCM5, DLXNNAXAFCM5, DLXNNAXHFCM5, DLXNNAY6FCM5, DLXNNAYCFCM5, DLXNNAYJFCM5, DLXNNAYXFCM5, DLXNNAZDFCM5, DLXNNAZWFCM5, DLXNNB05FCM5, DLXNNB07FCM5, DLXNNB0EFCM5, DLXNNB0JFCM5, DLXNNB0KFCM5, DLXNNB0VFCM5, DLXNNB11FCM5, DLXNNB14FCM5, DLXNNB1CFCM5, DLXNNB1JFCM5, DLXNNB1KFCM5, DLXNNB1PFCM5, DLXNNB1TFCM5, DLXNNB1WFCM5, DLXNNB1YFCM5, DLXNNB20FCM5, DLXNNB21FCM5, DLXNNB22FCM5, DLXNNB23FCM5, DLXNNB29FCM5, DLXNNB2DFCM5, DLXNNB2GFCM5, DLXNNB2HFCM5, DLXNNB2MFCM5, DLXNNB2NFCM5, DLXNNB2SFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 530,921.60

Apple Inc.

1576

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
7	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNB2TFCM5, DLXNNB2UFCM5, DLXNNB2WFCM5, DLXNNB2ZFCM5, DLXNNB33FCM5, DLXNNB36FCM5, DLXNNB39FCM5, DLXNNB3AFCM5, DLXNNB3BFCM5, DLXNNB3CFCM5, DLXNNB3EFCM5, DLXNNB3GFCM5, DLXNNB3HFCM5, DLXNNB3KFCM5, DLXNNB3LFCM5, DLXNNB3MFCM5, DLXNNB3RFCM5, DLXNNB3UFCM5, DLXNNB3WFCM5, DLXNNB3XFCM5, DLXNNB3YFCM5, DLXNNB41FCM5, DLXNNB45FCM5, DLXNNB46FCM5, DLXNNB47FCM5, DLXNNB48FCM5, DLXNNB4AFCM5, DLXNNB4CFCM5, DLXNNB4DFCM5, DLXNNB4EFCM5, DLXNNB4FFCM5, DLXNNB4GFCM5, DLXNNB4HFCM5, DLXNNB4JFCM5, DLXNNB4KFCM5, DLXNNB4MFCM5, DLXNNB4PFCM5, DLXNNB4QFCM5, DLXNNB4SFCM5, DLXNNB4TFCM5, DLXNNB4UFCM5, DLXNNB4VFCM5, DLXNNB4YFCM5, DLXNNB50FCM5, DLXNNB53FCM5, DLXNNB54FCM5, DLXNNB55FCM5, DLXNNB56FCM5, DLXNNB57FCM5, DLXNNB58FCM5, DLXNNB5AFCM5, DLXNNB5BFCM5, DLXNNB5CFCM5, DLXNNB5DFCM5, DLXNNB5EFCM5, DLXNNB5HFCM5, DLXNNB5JFCM5, DLXNNB5KFCM5, DLXNNB5LFCM5, DLXNNB5NFCM5, DLXNNB5PFCM5, DLXNNB5QFCM5, DLXNNB5RFCM5, DLXNNB5SFCM5, DLXNNB5VFCM5, DLXNNB5ZFCM5, DLXNNB60FCM5, DLXNNB63FCM5, DLXNNB64FCM5, DLXNNB65FCM5, DLXNNB68FCM5, DLXNNB69FCM5, DLXNNB6AFCM5, DLXNNB6CFCM5, DLXNNB6KFCM5, DLXNNB6MFCM5, DLXNNB6RFCM5, DLXNNB6SFCM5, DLXNNB6UFCM5, DLXNNB6VFCM5, DLXNNB6WFCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

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Shipped From:

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1577

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

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Page	Customer Number	Invoice Number
8	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
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Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNB6XFCM5, DLXNNB6ZFCM5, DLXNNB70FCM5, DLXNNB71FCM5, DLXNNB73FCM5, DLXNNB75FCM5, DLXNNB76FCM5, DLXNNB77FCM5, DLXNNB79FCM5, DLXNNB7AFCM5, DLXNNB7CFCM5, DLXNNB7DFCM5, DLXNNB7FFCM5, DLXNNB7GFCM5, DLXNNB7MFCM5, DLXNNB7NFCM5, DLXNNB7PFCM5, DLXNNB7QFCM5, DLXNNB7RFCM5, DLXNNB7UFCM5, DLXNNB7VFCM5, DLXNNB7WFCM5, DLXNNB7YFCM5, DLXNNB82FCM5, DLXNNB83FCM5, DLXNNB84FCM5, DLXNNB87FCM5, DLXNNB8AFCM5, DLXNNB8CFCM5, DLXNNB8DFCM5, DLXNNB8EFCM5, DLXNNB8FFCM5, DLXNNB8JFCM5, DLXNNB8LFCM5, DLXNNB8PFCM5, DLXNNB8QFCM5, DLXNNB8TFCM5, DLXNNB8WFCM5, DLXNNB8YFCM5, DLXNNB8ZFCM5, DLXNNB90FCM5, DLXNNB91FCM5, DLXNNB93FCM5, DLXNNB94FCM5, DLXNNB96FCM5, DLXNNB99FCM5, DLXNNB9DFCM5, DLXNNB9GFCM5, DLXNNB9HFCM5, DLXNNB9MFCM5, DLXNNB9QFCM5, DLXNNB9RFCM5, DLXNNB9SFCM5, DLXNNB9TFCM5, DLXNNB9UFCM5, DLXNNB9VFCM5, DLXNNB9WFCM5, DLXNNB9ZFCM5, DLXNNBA3FCM5, DLXNNBA4FCM5, DLXNNBA6FCM5, DLXNNBA7FCM5, DLXNNBA8FCM5, DLXNNBA9FCM5, DLXNNBAAFCM5, DLXNNBABFCM5, DLXNNBACFCM5, DLXNNBAEFCM5, DLXNNBAFFCM5, DLXNNBAGFCM5, DLXNNBAHFCM5, DLXNNBAJFCM5, DLXNNBANFCM5, DLXNNBAQFCM5, DLXNNBASFCM5, DLXNNBAUFCM5, DLXNNBAVFCM5, DLXNNBAWFCM5, DLXNNBAXFCM5, DLXNNBAZFCM5, DLXNNBB1FCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

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Page	Customer Number	Invoice Number
9	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNBB2FCM5, DLXNNBB3FCM5, DLXNNBB4FCM5, DLXNNBB7FCM5, DLXNNBBAFCM5, DLXNNBBBFCM5, DLXNNBBEFCM5, DLXNNBBFFCM5, DLXNNBBJFCM5, DLXNNBBKFCM5, DLXNNBBNFCM5, DLXNNBBPFCM5, DLXNNBBSFCM5, DLXNNBBTFCM5, DLXNNBBWFCM5, DLXNNBBXFCM5, DLXNNBBYFCM5, DLXNNBC0FCM5, DLXNNBC1FCM5, DLXNNBC2FCM5, DLXNNBC3FCM5, DLXNNBC6FCM5, DLXNNBC9FCM5, DLXNNBCAFCM5, DLXNNBCDFCM5, DLXNNBCEFCM5, DLXNNBCJFCM5, DLXNNBCKFCM5, DLXNNBCLFCM5, DLXNNBCMFCM5, DLXNNBCPFCM5, DLXNNBCRFCM5, DLXNNBCSFCM5, DLXNNBCYFCM5, DLXNNBD0FCM5, DLXNNBD1FCM5, DLXNNBD2FCM5, DLXNNBD3FCM5, DLXNNBD5FCM5, DLXNNBD6FCM5, DLXNNBD7FCM5, DLXNNBD8FCM5, DLXNNBDAFCM5, DLXNNBDBFCM5, DLXNNBDDFCM5, DLXNNBDEFCM5, DLXNNBDFFCM5, DLXNNBDGFCM5, DLXNNBDHFCM5, DLXNNBDKFCM5, DLXNNBDLFCM5, DLXNNBDMFCM5, DLXNNBDNFCM5, DLXNNBDPFCM5, DLXNNBDRFCM5, DLXNNBDSFCM5, DLXNNBDTFCM5, DLXNNBDVFCM5, DLXNNBDWFCM5, DLXNNBDXFCM5, DLXNNBDYFCM5, DLXNNBDZFCM5, DLXNNBE0FCM5, DLXNNBE1FCM5, DLXNNBE5FCM5, DLXNNBE7FCM5, DLXNNBE8FCM5, DLXNNBE9FCM5, DLXNNBEAFCM5, DLXNNBEBFCM5, DLXNNBECFCM5, DLXNNBEDFCM5, DLXNNBEEFCM5, DLXNNBEGFCM5, DLXNNBEJFCM5, DLXNNBEKFCM5, DLXNNBEMFCM5, DLXNNBEQFCM5, DLXNNBERFCM5, DLXNNBEVFCM5, DLXNNBEWFCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

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Shipped From:

Special Instructions:

1579

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

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Page	Customer Number	Invoice Number
10	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNBF0FCM5, DLXNNBF1FCM5, DLXNNBF3FCM5, DLXNNBF4FCM5, DLXNNBF6FCM5, DLXNNBF7FCM5, DLXNNBF8FCM5, DLXNNBF9FCM5, DLXNNBFAFCM5, DLXNNBFBFCM5, DLXNNBFGFCM5, DLXNNBFHFCM5, DLXNNBFMFCM5, DLXNNBFPFCM5, DLXNNBFQFCM5, DLXNNBFTFCM5, DLXNNBFUFCM5, DLXNNBFVFCM5, DLXNNBFWFCM5, DLXNNBFYFCM5, DLXNNBFZFCM5, DLXNNBG0FCM5, DLXNNBG7FCM5, DLXNNBGAFCM5, DLXNNBGBFCM5, DLXNNBGDFCM5, DLXNNBGEFCM5, DLXNNBGHFCM5, DLXNNBGJFCM5, DLXNNBGNFCM5, DLXNNBGQFCM5, DLXNNBGRFCM5, DLXNNBGXFCM5, DLXNNBGYFCM5, DLXNNBH0FCM5, DLXNNBH1FCM5, DLXNNBH4FCM5, DLXNNBH7FCM5, DLXNNBH9FCM5, DLXNNBHAFCM5, DLXNNBHBFCM5, DLXNNBHCFCM5, DLXNNBHFFCM5, DLXNNBHJFCM5, DLXNNBHMFCM5, DLXNNBHNFCM5, DLXNNBHPFCM5, DLXNNBHQFCM5, DLXNNBHUFCM5, DLXNNBHVFCM5, DLXNNBHWFCM5, DLXNNBHYFCM5, DLXNNBJ0FCM5, DLXNNBJ1FCM5, DLXNNBJ3FCM5, DLXNNBJ6FCM5, DLXNNBJ7FCM5, DLXNNBJBFCM5, DLXNNBJCFCM5, DLXNNBJDFCM5, DLXNNBJEFCM5, DLXNNBJFFCM5, DLXNNBJGFCM5, DLXNNBJHFCM5, DLXNNBJMFCM5, DLXNNBJPFCM5, DLXNNBJQFCM5, DLXNNBJRFCM5, DLXNNBJTFCM5, DLXNNBJVFCM5, DLXNNBJWFCM5, DLXNNBK0FCM5, DLXNNBK1FCM5, DLXNNBK3FCM5, DLXNNBK5FCM5, DLXNNBK7FCM5, DLXNNBKAFCM5, DLXNNBKDFCM5, DLXNNBKEFCM5, DLXNNBKFFCM5, DLXNNBKGFCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

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Shipped From:

Special Instructions:

1580

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 530,921.60

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Page	Customer Number	Invoice Number
11	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNBKHFCM5, DLXNNBKLFCM5, DLXNNBKMFCM5, DLXNNBKPFCM5, DLXNNBKQFCM5, DLXNNBKRFCM5, DLXNNBKTFCM5, DLXNNBKUFCM5, DLXNNBKXFCM5, DLXNNBKYFCM5, DLXNNBKZFCM5, DLXNNBL0FCM5, DLXNNBL1FCM5, DLXNNBL4FCM5, DLXNNBL5FCM5, DLXNNBL8FCM5, DLXNNBLAFCM5, DLXNNBLBFCM5, DLXNNBLEFCM5, DLXNNBLGFCM5, DLXNNBLHFCM5, DLXNNBLJFCM5, DLXNNBLLFCM5, DLXNNBLPFCM5, DLXNNBLQFCM5, DLXNNBLRFCM5, DLXNNBLSFCM5, DLXNNBLYFCM5, DLXNNBLZFCM5, DLXNNBM1FCM5, DLXNNBM2FCM5, DLXNNBM3FCM5, DLXNNBM4FCM5, DLXNNBM5FCM5, DLXNNBM6FCM5, DLXNNBM7FCM5, DLXNNBM9FCM5, DLXNNBMAFCM5, DLXNNBMBFCM5, DLXNNBMCFCM5, DLXNNBMDFCM5, DLXNNBMEFCM5, DLXNNBMGFCM5, DLXNNBMJFCM5, DLXNNBMKFCM5, DLXNNBMMFCM5, DLXNNBMNFCM5, DLXNNBMPFCM5, DLXNNBMRFCM5, DLXNNBMTFCM5, DLXNNBMUFCM5, DLXNNBMVFCM5, DLXNNBMWFCM5, DLXNNBMXFCM5, DLXNNBMZFCM5, DLXNNBN0FCM5, DLXNNBN1FCM5, DLXNNBN5FCM5, DLXNNBN6FCM5, DLXNNBN7FCM5, DLXNNBN8FCM5, DLXNNBNCFCM5, DLXNNBNEFCM5, DLXNNBNGFCM5, DLXNNBNNFCM5, DLXNNBNPFCM5, DLXNNBNSFCM5, DLXNNBNTFCM5, DLXNNBNWFCM5, DLXNNBP0FCM5, DLXNNBP1FCM5, DLXNNBP2FCM5, DLXNNBP3FCM5, DLXNNBP4FCM5, DLXNNBP5FCM5, DLXNNBP6FCM5, DLXNNBP7FCM5, DLXNNBP8FCM5, DLXNNBP9FCM5, DLXNNBPAFCM5, DLXNNBPCFCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

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Shipped From:

Special Instructions:

1581

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

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Page	Customer Number	Invoice Number
12	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNBPDFCM5, DLXNNBPEFCM5, DLXNNBPGFCM5, DLXNNBPHFCM5, DLXNNBPMFCM5, DLXNNBPPFCM5, DLXNNBPQFCM5, DLXNNBPSFCM5, DLXNNBPTFCM5, DLXNNBPUFCM5, DLXNNBPVFCM5, DLXNNBPWFCM5, DLXNNBPYFCM5, DLXNNBQ0FCM5, DLXNNBQ2FCM5, DLXNNBQ3FCM5, DLXNNBQ8FCM5, DLXNNBQAFCM5, DLXNNBQBFCM5, DLXNNBQCFCM5, DLXNNBQDFCM5, DLXNNBQFFCM5, DLXNNBQJFCM5, DLXNNBQKFCM5, DLXNNBQMFCM5, DLXNNBQQFCM5, DLXNNBQRFCM5, DLXNNBQSFCM5, DLXNNBQTFCM5, DLXNNBQUFCM5, DLXNNBQWFCM5, DLXNNBQZFCM5, DLXNNBR0FCM5, DLXNNBR1FCM5, DLXNNBR2FCM5, DLXNNBR5FCM5, DLXNNBR6FCM5, DLXNNBRAFCM5, DLXNNBRBFCM5, DLXNNBRCFCM5, DLXNNBRDFCM5, DLXNNBRFFCM5, DLXNNBRGFCM5, DLXNNBRHFCM5, DLXNNBRKFCM5, DLXNNBRLFCM5, DLXNNBRMFCM5, DLXNNBRQFCM5, DLXNNBRTFCM5, DLXNNBRUFCM5, DLXNNBRWFCM5, DLXNNBRZFCM5, DLXNNBS0FCM5, DLXNNBS1FCM5, DLXNNBS3FCM5, DLXNNBS5FCM5, DLXNNBS8FCM5, DLXNNBSAFCM5, DLXNNBSBFCM5, DLXNNBSCFCM5, DLXNNBSDFCM5, DLXNNBSFFCM5, DLXNNBSGFCM5, DLXNNBSJFCM5, DLXNNBSKFCM5, DLXNNBSLFCM5, DLXNNBSPFCM5, DLXNNBSQFCM5, DLXNNBSSFCM5, DLXNNBSTFCM5, DLXNNBSUFCM5, DLXNNBSXFCM5, DLXNNBSYFCM5, DLXNNBSZFCM5, DLXNNBT0FCM5, DLXNNBT1FCM5, DLXNNBT4FCM5, DLXNNBT5FCM5, DLXNNBT7FCM5, DLXNNBTBFCM5, DLXNNBTCFCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

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Shipped From:

Special Instructions:

1582

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

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Page	Customer Number	Invoice Number
13	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNBTDFCM5, DLXNNBTEFCM5, DLXNNBTGFCM5, DLXNNBTHFCM5, DLXNNBTJFCM5, DLXNNBTLFCM5, DLXNNBTMFCM5, DLXNNBTNFCM5, DLXNNBTPFCM5, DLXNNBTQFCM5, DLXNNBTUFCM5, DLXNNBTWFCM5, DLXNNBTXFCM5, DLXNNBTYFCM5, DLXNNBU4FCM5, DLXNNBU5FCM5, DLXNNBU6FCM5, DLXNNBU7FCM5, DLXNNBU9FCM5, DLXNNBUAFCM5, DLXNNBUBFCM5, DLXNNBUGFCM5, DLXNNBUHFCM5, DLXNNBUKFCM5, DLXNNBULFCM5, DLXNNBUMFCM5, DLXNNBUNFCM5, DLXNNBUPFCM5, DLXNNBUQFCM5, DLXNNBUUFCM5, DLXNNBUYFCM5, DLXNNBV0FCM5, DLXNNBV2FCM5, DLXNNBV3FCM5, DLXNNBV4FCM5, DLXNNBV7FCM5, DLXNNBVAFCM5, DLXNNBVBFCM5, DLXNNBVCFCM5, DLXNNBVDFCM5, DLXNNBVEFCM5, DLXNNBVFFCM5, DLXNNBVGFCM5, DLXNNBVJFCM5, DLXNNBVKFCM5, DLXNNBVLFCM5, DLXNNBVMFCM5, DLXNNBVPFCM5, DLXNNBVQFCM5, DLXNNBVRFCM5, DLXNNBVSFCM5, DLXNNBVUFCM5, DLXNNBVWFCM5, DLXNNBVYFCM5, DLXNNBVZFCM5, DLXNNBW1FCM5, DLXNNBW2FCM5, DLXNNBW3FCM5, DLXNNBW4FCM5, DLXNNBW6FCM5, DLXNNBW8FCM5, DLXNNBW9FCM5, DLXNNBWAFCM5, DLXNNBWBFCM5, DLXNNBWCFCM5, DLXNNBWDFCM5, DLXNNBWEFCM5, DLXNNBWFFCM5, DLXNNBWGFCM5, DLXNNBWHFCM5, DLXNNBWJFCM5, DLXNNBWMFCM5, DLXNNBWNFCM5, DLXNNBWQFCM5, DLXNNBWRFCM5, DLXNNBWSFCM5, DLXNNBWTFCM5, DLXNNBWUFCM5, DLXNNBWVFCM5, DLXNNBWWFCM5, DLXNNBWXFCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

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Shipped From:

Special Instructions:

Subtotal	
Tax	
Shipping Charges	
TOTAL ▶	USD 530,921.60

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1583

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Page	Customer Number	Invoice Number
14	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNBX0FCM5, DLXNNBX2FCM5, DLXNNBX3FCM5, DLXNNBX4FCM5, DLXNNBX5FCM5, DLXNNBX7FCM5, DLXNNBX9FCM5, DLXNNBXAFCM5, DLXNNBXBFCM5, DLXNNBXCFCM5, DLXNNBXDFCM5, DLXNNBXFFCM5, DLXNNBXHFCM5, DLXNNBXJFCM5, DLXNNBXKFCM5, DLXNNBXLFCM5, DLXNNBXMFCM5, DLXNNBXNFCM5, DLXNNBXPFCM5, DLXNNBXQFCM5, DLXNNBXRFCM5, DLXNNBXSFCM5, DLXNNBXTFCM5, DLXNNBXUFCM5, DLXNNBXVFCM5, DLXNNBXWFCM5, DLXNNBXZFCM5, DLXNNBY0FCM5, DLXNNBY1FCM5, DLXNNBY2FCM5, DLXNNBY3FCM5, DLXNNBY5FCM5, DLXNNBY8FCM5, DLXNNBYBFCM5, DLXNNBYGFCM5, DLXNNBYHFCM5, DLXNNBYJFCM5, DLXNNBYMFCM5, DLXNNBYNFCM5, DLXNNBYRFCM5, DLXNNBYSFCM5, DLXNNBYTFCM5, DLXNNBYVFCM5, DLXNNBYWFCM5, DLXNNBYXFCM5, DLXNNBZ0FCM5, DLXNNBZ2FCM5, DLXNNBZ3FCM5, DLXNNBZ4FCM5, DLXNNBZ5FCM5, DLXNNBZ6FCM5, DLXNNBZ7FCM5, DLXNNBZCFCM5, DLXNNBZFFCM5, DLXNNBZHFCM5, DLXNNBZKFCM5, DLXNNBZLFCM5, DLXNNBZPFCM5, DLXNNBZQFCM5, DLXNNBZRFCM5, DLXNNBZSFCM5, DLXNNBZTFCM5, DLXNNBZUFCM5, DLXNNBZVFCM5, DLXNNBZWFCM5, DLXNNBZXFCM5, DLXNNC02FCM5, DLXNNC05FCM5, DLXNNC07FCM5, DLXNNC0BFCM5, DLXNNC0CFCM5, DLXNNC0DFCM5, DLXNNC0GFCM5, DLXNNC0LFCM5, DLXNNC0MFCM5, DLXNNC0NFCM5, DLXNNC0PFCM5, DLXNNC0TFCM5, DLXNNC0UFCM5, DLXNNC0YFCM5, DLXNNC11FCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
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Subtotal	
Tax	
Shipping Charges	
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Page	Customer Number	Invoice Number
15	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNC12FCM5, DLXNNC15FCM5, DLXNNC16FCM5, DLXNNC17FCM5, DLXNNC18FCM5, DLXNNC1AFCM5, DLXNNC1BFCM5, DLXNNC1DFCM5, DLXNNC1EFCM5, DLXNNC1FFCM5, DLXNNC1HFCM5, DLXNNC1LFCM5, DLXNNC1NFCM5, DLXNNC1PFCM5, DLXNNC1QFCM5, DLXNNC1RFCM5, DLXNNC1SFCM5, DLXNNC1TFCM5, DLXNNC1UFCM5, DLXNNC1VFCM5, DLXNNC1WFCM5, DLXNNC1XFCM5, DLXNNC1ZFCM5, DLXNNC21FCM5, DLXNNC22FCM5, DLXNNC25FCM5, DLXNNC27FCM5, DLXNNC29FCM5, DLXNNC2AFCM5, DLXNNC2BFCM5, DLXNNC2CFCM5, DLXNNC2FFCM5, DLXNNC2GFCM5, DLXNNC2HFCM5, DLXNNC2KFCM5, DLXNNC2NFCM5, DLXNNC2QFCM5, DLXNNC2SFCM5, DLXNNC2TFCM5, DLXNNC2UFCM5, DLXNNC2VFCM5, DLXNNC2WFCM5, DLXNNC2XFCM5, DLXNNC2YFCM5, DLXNNC2ZFCM5, DLXNNC30FCM5, DLXNNC31FCM5, DLXNNC32FCM5, DLXNNC33FCM5, DLXNNC36FCM5, DLXNNC38FCM5, DLXNNC39FCM5, DLXNNC3AFCM5, DLXNNC3BFCM5, DLXNNC3FFCM5, DLXNNC3GFCM5, DLXNNC3HFCM5, DLXNNC3JFCM5, DLXNNC3KFCM5, DLXNNC3LFCM5, DLXNNC3MFCM5, DLXNNC3RFCM5, DLXNNC3SFCM5, DLXNNC3VFCM5, DLXNNC3WFCM5, DLXNNC3ZFCM5, DLXNNC43FCM5, DLXNNC44FCM5, DLXNNC45FCM5, DLXNNC47FCM5, DLXNNC49FCM5, DLXNNC4AFCM5, DLXNNC4BFCM5, DLXNNC4CFCM5, DLXNNC4EFCM5, DLXNNC4GFCM5, DLXNNC4HFCM5, DLXNNC4KFCM5, DLXNNC4LFCM5, DLXNNC4MFCM5, DLXNNC4NFCM5,				

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Page	Customer Number	Invoice Number
16	63002	4311385991

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNC4QFCM5, DLXNNC4RFCM5, DLXNNC4UFCM5, DLXNNC4VFCM5, DLXNNC4WFCM5, DLXNNC4YFCM5, DLXNNC4ZFCM5, DLXNNC50FCM5, DLXNNC51FCM5, DLXNNC52FCM5, DLXNNC55FCM5, DLXNNC56FCM5, DLXNNC57FCM5, DLXNNC58FCM5, DLXNNC59FCM5, DLXNNC5CFCM5, DLXNNC5DFCM5, DLXNNC5FFCM5, DLXNNC5GFCM5, DLXNNC5HFCM5, DLXNNC5JFCM5, DLXNNC5KFCM5, DLXNNC5LFCM5, DLXNNC5MFCM5, DLXNNC5RFCM5, DLXNNC5SFCM5, DLXNNC5TFCM5, DLXNNC5UFCM5, DLXNNC5VFCM5, DLXNNC5XFCM5, DLXNNC5YFCM5, DLXNNC5ZFCM5, DLXNNC60FCM5, DLXNNC61FCM5, DLXNNC62FCM5, DLXNNC63FCM5, DLXNNC64FCM5, DLXNNC66FCM5, DLXNNC67FCM5, DLXNNC69FCM5, DLXNNC6AFCM5, DLXNNC6CFCM5, DLXNNC6DFCM5, DLXNNC6EFCM5, DLXNNC6KFCM5, DLXNNC6MFCM5, DLXNNC6NFCM5, DLXNNC6QFCM5, DLXNNC6RFCM5, DLXNNC6VFCM5, DLXNNC6XFCM5, DLXNNC6YFCM5, DLXNNC6ZFCM5, DLXNNC70FCM5, DLXNNC71FCM5, DLXNNC72FCM5, DLXNNC73FCM5, DLXNNC75FCM5, DLXNNC76FCM5, DLXNNC78FCM5, DLXNNC79FCM5, DLXNNC7EFCM5, DLXNNC7GFCM5, DLXNNC7HFCM5, DLXNNC7NFCM5, DLXNNC7PFCM5, DLXNNC7RFCM5, DLXNNC7SFCM5, DLXNNC7TFCM5, DLXNNC7WFCM5, DLXNNC7XFCM5, DLXNNC7ZFCM5, DLXNNC80FCM5, DLXNNC81FCM5, DLXNNC83FCM5, DLXNNC84FCM5, DLXNNC86FCM5, DLXNNC88FCM5, DLXNNC89FCM5, DLXNNC8BFCM5, DLXNNC8CFCM5,				

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Page	Customer Number	Invoice Number
17	63002	4311385991

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11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNC8EFCM5, DLXNNC8FFCM5, DLXNNC8HFCM5, DLXNNC8JFCM5, DLXNNC8KFCM5, DLXNNC8NFCM5, DLXNNC8PFCM5, DLXNNC8RFCM5, DLXNNC8UFCM5, DLXNNC8VFCM5, DLXNNC8WFCM5, DLXNNC8XFCM5, DLXNNC8YFCM5, DLXNNC91FCM5, DLXNNC94FCM5, DLXNNC95FCM5, DLXNNC96FCM5, DLXNNC97FCM5, DLXNNC98FCM5, DLXNNC9AFCM5, DLXNNC9DFCM5, DLXNNC9EFCM5, DLXNNC9FFCM5, DLXNNC9KFCM5, DLXNNC9MFCM5, DLXNNC9NFCM5, DLXNNC9RFCM5, DLXNNC9UFCM5, DLXNNC9VFCM5, DLXNNC9XFCM5, DLXNNC9ZFCM5, DLXNNCA1FCM5, DLXNNCA3FCM5, DLXNNCA6FCM5, DLXNNCA8FCM5, DLXNNCA9FCM5, DLXNNCACFCM5, DLXNNCAEFCM5, DLXNNCAGFCM5, DLXNNCAHFCM5, DLXNNCAJFCM5, DLXNNCAKFCM5, DLXNNCALFCM5, DLXNNCANFCM5, DLXNNCAQFCM5, DLXNNCARFCM5, DLXNNCASFCM5, DLXNNCAWFCM5, DLXNNCAXFCM5, DLXNNCAYFCM5, DLXNNCB0FCM5, DLXNNCB2FCM5, DLXNNCB3FCM5, DLXNNCB4FCM5, DLXNNCB7FCM5, DLXNNCB9FCM5, DLXNNCBAFCM5, DLXNNCBCFCM5, DLXNNCBEFCM5, DLXNNCBFFCM5, DLXNNCBGFCM5, DLXNNCBKFCM5, DLXNNCBLFCM5, DLXNNCBNFCM5, DLXNNCBPFCM5, DLXNNCBQFCM5, DLXNNCBRFCM5, DLXNNCBTFCM5, DLXNNCBVFCM5, DLXNNCBWFCM5, DLXNNCBYFCM5, DLXNNCBZFCM5, DLXNNCC0FCM5, DLXNNCC3FCM5, DLXNNCC5FCM5, DLXNNCC6FCM5, DLXNNCC9FCM5, DLXNNCCAFCM5, DLXNNCCBFCM5, DLXNNCCDFCM5, DLXNNCCEFCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
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Subtotal	
Tax	
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Page	Customer Number	Invoice Number
18	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
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Subtotal	
Tax	
Shipping Charges	
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Page	Customer Number	Invoice Number
19	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNCGJFCM5, DLXNNCGLFCM5, DLXNNCGMFCM5, DLXNNCGNFCM5, DLXNNCGQFCM5, DLXNNCGSFCM5, DLXNNCGUFCM5, DLXNNCGVFCM5, DLXNNCGWFCM5, DLXNNCGYFCM5, DLXNNCGZFCM5, DLXNNCH0FCM5, DLXNNCH2FCM5, DLXNNCH4FCM5, DLXNNCH5FCM5, DLXNNCH7FCM5, DLXNNCH8FCM5, DLXNNCH9FCM5, DLXNNCHAFCM5, DLXNNCHBFCM5, DLXNNCHDFCM5, DLXNNCHEFCM5, DLXNNCHFFCM5, DLXNNCHGFCM5, DLXNNCHHFCM5, DLXNNCHJFCM5, DLXNNCHKFCM5, DLXNNCHMFCM5, DLXNNCHSFCM5, DLXNNCHTFCM5, DLXNNCHUFCM5, DLXNNCHVFCM5, DLXNNCHXFCM5, DLXNNCHYFCM5, DLXNNCJ0FCM5, DLXNNCJ1FCM5, DLXNNCJ2FCM5, DLXNNCJ3FCM5, DLXNNCJ4FCM5, DLXNNCJ5FCM5, DLXNNCJ7FCM5, DLXNNCJ8FCM5, DLXNNCJAFCM5, DLXNNCJBFCM5, DLXNNCJCFCM5, DLXNNCJEFCM5, DLXNNCJFFCM5, DLXNNCJHFCM5, DLXNNCJJFCM5, DLXNNCJKFCM5, DLXNNCJMFCM5, DLXNNCJNFCM5, DLXNNCJPFCM5, DLXNNCJTFCM5, DLXNNCJUFCM5, DLXNNCJVFCM5, DLXNNCJXFCM5, DLXNNCJYFCM5, DLXNNCJZFCM5, DLXNNCK4FCM5, DLXNNCK8FCM5, DLXNNCK9FCM5, DLXNNCKBFCM5, DLXNNCKCFCM5, DLXNNCKDFCM5, DLXNNCKEFCM5, DLXNNCKFFCM5, DLXNNCKGFCM5, DLXNNCKHFCM5, DLXNNCKKFCM5, DLXNNCKLFCM5, DLXNNCKMFCM5, DLXNNCKPFCM5, DLXNNCKQFCM5, DLXNNCKRFCM5, DLXNNCKSFCM5, DLXNNCKTFCM5, DLXNNCKUFCM5, DLXNNCKVFCM5, DLXNNCKWFCM5, DLXNNCKZFCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

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Page	Customer Number	Invoice Number
20	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNCL0FCM5, DLXNNCL3FCM5, DLXNNCL6FCM5, DLXNNCLBFCM5, DLXNNCLDFCM5, DLXNNCLFFCM5, DLXNNCLGFCM5, DLXNNCLMFCM5, DLXNNCLNFCM5, DLXNNCLQFCM5, DLXNNCLRFCM5, DLXNNCLSFCM5, DLXNNCLTFCM5, DLXNNCLVFCM5, DLXNNCLWFCM5, DLXNNCLXFCM5, DLXNNCM1FCM5, DLXNNCM2FCM5, DLXNNCM4FCM5, DLXNNCM5FCM5, DLXNNCM6FCM5, DLXNNCM7FCM5, DLXNNCM9FCM5, DLXNNCMBFCM5, DLXNNCMDFCM5, DLXNNCMEFCM5, DLXNNCMGFCM5, DLXNNCMHFCM5, DLXNNCMJFCM5, DLXNNCMKFCM5, DLXNNCMMFCM5, DLXNNCMNFCM5, DLXNNCMPFCM5, DLXNNCMRFCM5, DLXNNCMSFCM5, DLXNNCMUFCM5, DLXNNCMWFCM5, DLXNNCMXFCM5, DLXNNCMYFCM5, DLXNNCN1FCM5, DLXNNCN2FCM5, DLXNNCN5FCM5, DLXNNCN6FCM5, DLXNNCN7FCM5, DLXNNCNAFCM5, DLXNNCNBFCM5, DLXNNCNHFCM5, DLXNNCNKFCM5, DLXNNCNMFCM5, DLXNNCNPFCM5, DLXNNCNSFCM5, DLXNNCNTFCM5, DLXNNCNWFCM5, DLXNNCNYFCM5, DLXNNCNZFCM5, DLXNNCP0FCM5, DLXNNCP1FCM5, DLXNNCP2FCM5, DLXNNCP3FCM5, DLXNNCP5FCM5, DLXNNCP6FCM5, DLXNNCP8FCM5, DLXNNCP9FCM5, DLXNNCPCFCM5, DLXNNCPEFCM5, DLXNNCPFFCM5, DLXNNCPHFCM5, DLXNNCPLFCM5, DLXNNCPMFCM5, DLXNNCPNFCM5, DLXNNCPPFCM5, DLXNNCPSFCM5, DLXNNCPTFCM5, DLXNNCPUFCM5, DLXNNCPXFCM5, DLXNNCPZFCM5, DLXNNCQ1FCM5, DLXNNCQ3FCM5, DLXNNCQ5FCM5, DLXNNCQ7FCM5, DLXNNCQ9FCM5,				

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Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

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Page	Customer Number	Invoice Number
21	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

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Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNNCQAFCM5, DLXNNCQBFCM5, DLXNNCQCFCM5, DLXNNCQDFCM5, DLXNNCQGFCM5, DLXNNCQHFCM5, DLXNNCQJFCM5, DLXNNCQKFCM5, DLXNNCQLFCM5, DLXNNCQMFCM5, DLXNNCQNFCM5, DLXNNCQPFCM5, DLXNNCQQFCM5, DLXNNCQRFCM5, DLXNNCQSFCM5, DLXNNCQUFCM5, DLXNNCQWFCM5, DLXNNCQYFCM5, DLXNNCQZFCM5, DLXNNCR0FCM5, DLXNNCR4FCM5, DLXNNCR7FCM5, DLXNNCR8FCM5, DLXNNCR9FCM5, DLXNNCRAFCM5, DLXNNCRBFCM5, DLXNNCRCFCM5, DLXNNCREFCM5, DLXNNCRGFCM5, DLXNNCRHFCM5, DLXNNCRJFCM5, DLXNNCRKFCM5, DLXNNCRPFCM5, DLXNNCRQFCM5, DLXNNCRUFCM5, DLXNNCRVFCM5, DLXNNCRWFCM5, DLXNNCRYFCM5, DLXNNCRZFCM5, DLXNNCS0FCM5, DLXNNCS1FCM5, DLXNNCS7FCM5, DLXNNCS8FCM5, DLXNNCS9FCM5, DLXNNCSAFCM5, DLXNNCSBFCM5, DLXNNCSCFCM5, DLXNNCSEFCM5, DLXNNCSFFCM5, DLXNNCSHFCM5, DLXNNCSJFCM5, DLXNNCSLFCM5, DLXNNCSMFCM5, DLXNNCSNFCM5, DLXNNCSPFCM5, DLXNNCSQFCM5, DLXNNCSRFCM5, DLXNNCSUFCM5, DLXNNCSVFCM5, DLXNNCSXFCM5, DLXNNCSYFCM5, DLXNNCSZFCM5, DLXNNCT0FCM5, DLXNNCT3FCM5, DLXNNCT4FCM5, DLXNNCT6FCM5, DLXNNCT8FCM5, DLXNNCT9FCM5, DLXNP05YFCM5, DLXNP05ZFCM5, DLXNP067FCM5, DLXNP069FCM5, DLXNP06EFCM5, DLXNP06PFCM5, DLXNP06TFCM5, DLXNP06ZFCM5, DLXNP070FCM5, DLXNP071FCM5, DLXNP074FCM5, DLXNP079FCM5, DLXNP07AFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1591

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
22	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNP07GFCM5, DLXNP07JFCM5, DLXNP07KFCM5, DLXNP07LFCM5, DLXNP07RFCM5, DLXNP07SFCM5, DLXNP084FCM5, DLXNP08AFCM5, DLXNP08EFCM5, DLXNP08GFCM5, DLXNP08HFCM5, DLXNP08QFCM5, DLXNP08TFCM5, DLXNP08XFCM5, DLXNP091FCM5, DLXNP094FCM5, DLXNP096FCM5, DLXNP099FCM5, DLXNP09CFCM5, DLXNP09EFCM5, DLXNP09GFCM5, DLXNP09JFCM5, DLXNP09KFCM5, DLXNP09NFCM5, DLXNP09QFCM5, DLXNP09SFCM5, DLXNP09VFCM5, DLXNP09ZFCM5, DLXNP0A1FCM5, DLXNP0A3FCM5, DLXNP0A6FCM5, DLXNP0A7FCM5, DLXNP0AJFCM5, DLXNP0AKFCM5, DLXNP0B3FCM5, DLXNP0B4FCM5, DLXNP0B5FCM5, DLXNP0B6FCM5, DLXNP0B7FCM5, DLXNP0BAFCM5, DLXNP0BBFCM5, DLXNP0BCFCM5, DLXNP0BDFCM5, DLXNP0BGFCM5, DLXNP0BRFCM5, DLXNP0BVFCM5, DLXNP0C0FCM5, DLXNP0C2FCM5, DLXNP0CAFCM5, DLXNP0CBFCM5, DLXNP0CFFCM5, DLXNP0CHFCM5, DLXNP0CTFCM5, DLXNP0CWFCM5, DLXNP0D7FCM5, DLXNP0DKFCM5, DLXNP0DLFCM5, DLXNP0DRFCM5, DLXNP0DTFCM5, DLXNP0DYFCM5, DLXNP0DZFCM5, DLXNP0E1FCM5, DLXNP0E3FCM5, DLXNP0E7FCM5, DLXNP0EAFCM5, DLXNP0EBFCM5, DLXNP0EEFCM5, DLXNP0EHFCM5, DLXNP0ELFCM5, DLXNP0ENFCM5, DLXNP0EQFCM5, DLXNP0ERFCM5, DLXNP0ESFCM5, DLXNP0EWFCM5, DLXNP0EZFCM5, DLXNP0F5FCM5, DLXNP0F6FCM5, DLXNP0F7FCM5, DLXNP0F8FCM5, DLXNP0FGFCM5, DLXNP0FKFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1592

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 530,921.60

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

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INVOICE

Page	Customer Number	Invoice Number
23	63002	4311385991

Invoice Date	Amount Due
11/18/14	530,921.60

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311385991	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		DLXNP0FLFCM5, DLXNP0FUFCM5, DLXNP0FVFCM5, DLXNP0FWFCM5, DLXNP0FZFCM5, DLXNP0G6FCM5, DLXNP0G9FCM5, DLXNP0GGFCM5, DLXNP0GMFCM5, DLXNP0GNFCM5, DLXNP0GQFCM5, DLXNP0GRFCM5, DLXNP0GZFCM5, DLXNP0H1FCM5, DLXNP0H2FCM5, DLXNP0H8FCM5, DLXNP0HBFCM5, DLXNP0HJFCM5, DLXNP0HKFCM5, DLXNP0HNFCM5, DLXNP0HRFCM5, DLXNP0HTFCM5, DLXNP0M4FCM5, DLXNP0MUFCM5, DLXNP0MWFCM5, DLXNP0NEFCM5, DLXNP0NVFCM5, DLXNP0P7FCM5, DLXNP0PCFCM5, DLXNP0PDFCM5, DLXNP0PHFCM5, DLXNP0PJFCM5, DLXNP0PKFCM5, DLXNP0PMFCM5, DLXNP0PPFCM5, DLXNP0Q1FCM5, DLXNP0Q2FCM5, DLXNP0QDFCM5, DLXNP0QQFCM5, DLXNP0QWFCM5, DLXNP0QXFCM5, DLXNP0QYFCM5, DLXNP0R3FCM5, DLXNP0RBFCM5, DLXNP0RXFCM5, DLXNP0RZFCM5, DLXNP0S1FCM5, DLXNP0S2FCM5, DLXNP0S5FCM5, DLXNP0S9FCM5, DLXNP0SAFCM5, DLXNP0SFFCM5, DLXNP0SNFCM5, DLXNP0STFCM5, DLXNP0T0FCM5, DLXNP0TAFCM5, DLXNP0TFFCM5, DLXNP0TLFCM5, DLXNP0TRFCM5, DLXNP0TWFCM5, DLXNP0TXFCM5, DLXNP0TZFCM5, DLXNP0U1FCM5, DLXNP0U2FCM5, DLXNP0U4FCM5)				
		Recycle Fees		1,760	3.00	5,280.00
		Web Order Number: 1003119021				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14	11/18/14	DHL GLOBAL	IN

Subtotal	487,520.00
Tax	43,401.60
Shipping Charges	
TOTAL	USD 530,921.60

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

1593

Apple Inc.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313854

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	213	EACH	iPad mini 2 Wi-Fi 16GB - Space Gray (10-pack) Supplier Part No: BJ746LL/A	2740.00	$583,620.00
2		DOLLAR	EWASTE FEE	1.00	$6,390.00
3	4	EACH	Bretford PowerSync Cart 30 for iPad with Retina display (Lightning)	2799.95	$11,199.80

SCHOOL/DEPARTMENT: Ito, Alexandra -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$601,209.80
017405-0-1110-1000-4400-210	$648,795.38	**Tax**	$47,585.58
		Total	$648,795.38

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

12/2/14

This Is Your

INVOICE

Page	Customer Number	Invoice Number
1	63002	4311307553

Invoice Date	Amount Due
11/18/14	111,614.20

SOLD TO

0000361 06 SP 2.030 **SNGLP T3 2 8148 92701-632201 C02-P00361-I ED01

SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO

Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311307553	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
004	BJ746LL/A	BNDL IPAD MINI WI-FI 16GB S G	37		2,740.00	101,380.00

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1595

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 111,614.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
2	63002	4311307553

Invoice Date	Amount Due
11/18/14	111,614.20

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311307553	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
005	ME779LL/A	IPAD MINI WI-FI 16GB SPACE GR	370	370		

SerialNo.: (F9FN1CU4FCM5, F9FN84T2FCM5,
F9FN90MLFCM5, F9FNC08HFCM5,
F9FNC2D5FCM5, F9FND0UEFCM5,
F9FND162FCM5, F9FND1Z3FCM5, F9FND2TFFCM5,
F9FNG1UNFCM5, F9FNH0V5FCM5, F9FNH2G3FCM5,
F9FNH3PEFCM5, F9FNH3W0FCM5, F9FNH3Y3FCM5,
F9FNH473FCM5, F9FNH49RFCM5, F9FNH4E4FCM5,
F9FNH4WXFCM5, F9FNH5X6FCM5, F9FNH6CHFCM5,
F9FNH6EKFCM5, F9FNH6WMFCM5, F9FNH7FWFCM5,
F9FNH7G8FCM5, F9FNH7V3FCM5, F9FNJ08JFCM5,
F9FNJ0N3FCM5, F9FNJ10KFCM5, F9FNJ185FCM5,
F9FNJ1NJFCM5, F9FNJ1P3FCM5, F9FNJ1TXFCM5,
F9FNJ277FCM5, F9FNJ2E6FCM5, F9FNJ2QXFCM5,
F9FNJ5EHFCM5, F9FNJ5GEFCM5, F9FNJ5RKFCM5,
F9FNJ636FCM5, F9FNJ64GFCM5, F9FNJ65JFCM5,
F9FNK05NFCM5, F9FNK062FCM5, F9FNK089FCM5,
F9FNK0C6FCM5, F9FNK0C8FCM5, F9FNK0CHFCM5,
F9FNK0CKFCM5, F9FNK0CRFCM5, F9FNK0D0FCM5,
F9FNK0D1FCM5, F9FNK0D3FCM5, F9FNK0D6FCM5,
F9FNK0DFFCM5, F9FNK0DHFCM5, F9FNK0DLFCM5,
F9FNK0DMFCM5, F9FNK0DTFCM5, F9FNK0DYFCM5,
F9FNK0E2FCM5, F9FNK0E5FCM5, F9FNK0EFFCM5,
F9FNK0FCFCM5, F9FNK0FFFCM5, F9FNK0FRFCM5,
F9FNK0FUFCM5, F9FNK0G3FCM5, F9FNK0J6FCM5,
F9FNK0KEFCM5, F9FNK0KXFCM5, F9FNK0N1FCM5,
F9FNK0N8FCM5, F9FNK0RQFCM5, F9FNK0RUFCM5,

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1596

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 111,614.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
3	63002	4311307553

Invoice Date	Amount Due
11/18/14	111,614.20

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311307553	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F9FNK0T6FCM5, F9FNK0TBFCM5, F9FNK0TUFCM5, F9FNK0U8FCM5, F9FNK0UEFCM5, F9FNK0UNFCM5, F9FNK0UUFCM5, F9FNK0V0FCM5, F9FNK0V2FCM5, F9FNK0VCFCM5, F9FNK0VEFCM5, F9FNK0VHFCM5, F9FNK0VNFCM5, F9FNK0VQFCM5, F9FNK0W3FCM5, F9FNK0W6FCM5, F9FNK0WWFCM5, F9FNK0WZFCM5, F9FNK0X2FCM5, F9FNK0X5FCM5, F9FNK0X9FCM5, F9FNK0XWFCM5, F9FNK0XYFCM5, F9FNK0Y1FCM5, F9FNK0Y9FCM5, F9FNK0YAFCM5, F9FNK0YJFCM5, F9FNK0YQFCM5, F9FNK0YRFCM5, F9FNK0YTFCM5, F9FNK0YWFCM5, F9FNK0Z0FCM5, F9FNK0Z8FCM5, F9FNK0Z9FCM5, F9FNK0ZAFCM5, F9FNK0ZBFCM5, F9FNK0ZGFCM5, F9FNK0ZLFCM5, F9FNK0ZMFCM5, F9FNK0ZSFCM5, F9FNK101FCM5, F9FNK102FCM5, F9FNK103FCM5, F9FNK104FCM5, F9FNK105FCM5, F9FNK10LFCM5, F9FNK10PFCM5, F9FNK10UFCM5, F9FNK10VFCM5, F9FNK110FCM5, F9FNK113FCM5, F9FNK115FCM5, F9FNK119FCM5, F9FNK11AFCM5, F9FNK11CFCM5, F9FNK11DFCM5, F9FNK11JFCM5, F9FNK11WFCM5, F9FNK123FCM5, F9FNK127FCM5, F9FNK128FCM5, F9FNK12CFCM5, F9FNK12JFCM5, F9FNK12KFCM5, F9FNK12MFCM5, F9FNK12RFCM5, F9FNK12TFCM5, F9FNK12WFCM5, F9FNK12XFCM5, F9FNK12YFCM5, F9FNK12ZFCM5, F9FNK136FCM5, F9FNK138FCM5, F9FNK139FCM5, F9FNK13AFCM5, F9FNK13BFCM5, F9FNK13DFCM5, F9FNK13EFCM5, F9FNK13FFCM5, F9FNK13HFCM5, F9FNK13KFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1597

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 111,614.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This is Your **INVOICE**

Page	Customer Number	Invoice Number
4	63002	4311307553

Invoice Date	Amount Due
11/18/14	111,614.20

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311307553	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F9FNK13WFCM5, F9FNK141FCM5, F9FNK146FCM5, F9FNK149FCM5, F9FNK14AFCM5, F9FNK14FFCM5, F9FNK14JFCM5, F9FNK14LFCM5, F9FNK14MFCM5, F9FNK14PFCM5, F9FNK14SFCM5, F9FNK14WFCM5, F9FNK14XFCM5, F9FNK156FCM5, F9FNK15AFCM5, F9FNK15CFCM5, F9FNK15EFCM5, F9FNK15GFCM5, F9FNK15JFCM5, F9FNK15KFCM5, F9FNK15PFCM5, F9FNK15RFCM5, F9FNK15SFCM5, F9FNK15XFCM5, F9FNK162FCM5, F9FNK163FCM5, F9FNK165FCM5, F9FNK168FCM5, F9FNK16BFCM5, F9FNK16DFCM5, F9FNK16EFCM5, F9FNK16FFCM5, F9FNK16GFCM5, F9FNK16HFCM5, F9FNK16JFCM5, F9FNK16KFCM5, F9FNK16LFCM5, F9FNK16NFCM5, F9FNK16QFCM5, F9FNK16SFCM5, F9FNK16TFCM5, F9FNK16UFCM5, F9FNK16WFCM5, F9FNK16ZFCM5, F9FNK170FCM5, F9FNK173FCM5, F9FNK174FCM5, F9FNK176FCM5, F9FNK177FCM5, F9FNK17AFCM5, F9FNK17CFCM5, F9FNK17DFCM5, F9FNK17HFCM5, F9FNK17JFCM5, F9FNK17KFCM5, F9FNK17LFCM5, F9FNK17MFCM5, F9FNK17PFCM5, F9FNK17QFCM5, F9FNK17RFCM5, F9FNK17VFCM5, F9FNK17WFCM5, F9FNK17XFCM5, F9FNK17ZFCM5, F9FNK185FCM5, F9FNK188FCM5, F9FNK18BFCM5, F9FNK18HFCM5, F9FNK18LFCM5, F9FNK18NFCM5, F9FNK18PFCM5, F9FNK18QFCM5, F9FNK18RFCM5, F9FNK190FCM5, F9FNK191FCM5, F9FNK192FCM5, F9FNK193FCM5, F9FNK194FCM5, F9FNK198FCM5, F9FNK19FFCM5, F9FNK19HFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1598

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 111,614.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
5	63002	4311307553

Invoice Date	Amount Due
11/18/14	111,614.20

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311307553	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F9FNK19MFCM5, F9FNK19NFCM5, F9FNK19QFCM5, F9FNK19RFCM5, F9FNK19TFCM5, F9FNK19VFCM5, F9FNK19XFCM5, F9FNK19YFCM5, F9FNK1A3FCM5, F9FNK1A4FCM5, F9FNK1A7FCM5, F9FNK1A8FCM5, F9FNK1ADFCM5, F9FNK1AKFCM5, F9FNK1APFCM5, F9FNK1AQFCM5, F9FNK1ASFCM5, F9FNK1ATFCM5, F9FNK1AUFCM5, F9FNK1AVFCM5, F9FNK1AWFCM5, F9FNK1AXFCM5, F9FNK1B2FCM5, F9FNK1B5FCM5, F9FNK1B9FCM5, F9FNK1BEFCM5, F9FNK1BFFCM5, F9FNK1BMFCM5, F9FNK1BRFCM5, F9FNK1BSFCM5, F9FNK1BTFCM5, F9FNK1BYFCM5, F9FNK1C1FCM5, F9FNK1C2FCM5, F9FNK1C3FCM5, F9FNK1C6FCM5, F9FNK1CBFCM5, F9FNK1CEFCM5, F9FNK1CHFCM5, F9FNK1CJFCM5, F9FNK1CMFCM5, F9FNK1CPFCM5, F9FNK1CRFCM5, F9FNK1CSFCM5, F9FNK1CWFCM5, F9FNK1CZFCM5, F9FNK1D2FCM5, F9FNK1D8FCM5, F9FNK1D9FCM5, F9FNK1DBFCM5, F9FNK1DCFCM5, F9FNK1DJFCM5, F9FNK1DMFCM5, F9FNK1DQFCM5, F9FNK1DSFCM5, F9FNK1DTFCM5, F9FNK1DWFCM5, F9FNK1DZFCM5, F9FNK1E2FCM5, F9FNK1E3FCM5, F9FNK1E4FCM5, F9FNK1E5FCM5, F9FNK1EAFCM5, F9FNK1EBFCM5, F9FNK1EDFCM5, F9FNK1EEFCM5, F9FNK1EFFCM5, F9FNK1EGFCM5, F9FNK1EJFCM5, F9FNK1ENFCM5, F9FNK1EPFCM5, F9FNK1EUFCM5, F9FNK1EYFCM5, F9FNK1F0FCM5, F9FNK1F1FCM5, F9FNK1F2FCM5, F9FNK1F5FCM5, F9FNK1F7FCM5, F9FNK1F8FCM5, F9FNK1F9FCM5, F9FNK1FBFCM5,				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14		DHL GLOBAL	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1599

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 111,614.20

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
6	63002	4311307553

Invoice Date	Amount Due
11/18/14	111,614.20

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4311307553	11/18/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		F9FNK1FCFCM5, F9FNK1FDFCM5, F9FNK1FEFCM5, F9FNK1FFFCM5, F9FNK1FHFCM5, F9FNK1FJFCM5, F9FNK1FKFCM5, F9FNK1FNFCM5, F9FNK1FPFCM5, F9FNK1FWFCM5, F9FNK1GBFCM5, F9FNK1GJFCM5, F9FNK1GKFCM5, F9FNK1GTFCM5, F9FNK1H1FCM5, F9FNK1HEFCM5, F9FNK1HNFCM5, F9FNK1HTFCM5, F9FNK1HWFCM5, F9FNK1J1FCM5, F9FNK1J3FCM5, F9FNK1J8FCM5, F9FNK1JBFCM5, F9FNK1JLFCM5, F9FNK1JPFCM5, F9FNK1JTFCM5, F9FNK1JVFCM5, F9FNK1K6FCM5, F9FNK1K7FCM5, F9FNK1KEFCM5, F9FNK1KHFCM5, F9FNK1KTFCM5, F9FNK1L3FCM5, F9FNK1LEFCM5, F9FNK1LKFCM5, F9FNK1LNFCM5, F9FNK1M7FCM5, F9FNK1MDFCM5, F9FNK1MGFCM5, F9FNK1MHFCM5, F9FNK1NSFCM5, F9FNK1QBFCM5, F9FNK1QGFCM5, F9FNK1RMFCM5, F9FNK1SHFCM5, F9FNK1TDFCM5, F9FNK1V9FCM5, F9FNK1VBFCM5, F9FNK1W6FCM5, F9FNK1WMFCM5, F9FNK1YQFCM5, F9FNK1ZLFCM5)				
		Recycle Fees	370		3.00	1,110.00
		Web Order Number: 1003119021				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14	11/18/14	DHL GLOBAL	IN

Subtotal	102,490.00
Tax	9,124.20
Shipping Charges	
TOTAL	USD 111,614.20

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

1600

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

12/2/14

This Is Your

INVOICE

Page	Customer Number	Invoice Number
1	63002	4307071850

Invoice Date	Amount Due
11/03/14	12,207.78

SOLD TO

SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO

Arey Jones Educational Solutio
Santa Ana USD 1 to 1 Project
520 MATEO ST
LOS ANGELES CA 90013-2243
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313854	1003119021	4307071850	11/03/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
001	HB716LL/A	BRETFORD POWERSYNC CART FOR I	4	4	2,799.95	11,199.80
		Web Order Number: 1003119021				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/03/14	11/03/14	FEDEX NATI	IN

Subtotal	11,199.80
Tax	1,007.98
Shipping Charges	
TOTAL	USD 12,207.78

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

1601

Apple Inc.

0010121-0013839-0000003-0000004

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313854

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	213	EACH	iPad mini 2 Wi-Fi 16GB - Space Gray (10-pack) Supplier Part No: BJ746LL/A	2740.00	$583,620.00
2		DOLLAR	EWASTE FEE	1.00	$6,390.00
3	4	EACH	Bretford PowerSync Cart 30 for iPad with Retina display (Lightning)	2799.95	$11,199.80

SCHOOL/DEPARTMENT: Ito, Alexandra -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$601,209.80
017405-0-1110-1000-4400-210	$648,795.38	**Tax**	$47,585.58
		Total	$648,795.38

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

9/12/14

Page	Customer Number	Invoice Number
1	63002	4309801423

Invoice Date	Amount Due
11/12/14	4,535.90

SOLD TO

SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO

SANTA ANA USD
RECEIVING
750 N FAIRVIEW
SANTA ANA CA 92703-1838
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	314078	1003155348	4309801423	11/12/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
003	HB717LL/A	BRETFORD POWERSYNC TRAY FOR I	1	1	1,199.95	1,199.95
004	HE405LL/A	BRETFORD PSYNC CART 40 IPAD A	1	1	2,999.95	2,999.95
		Web Order Number: 1003155348				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/12/14	11/12/14	FEDEX NATI	IN

Subtotal	4,199.90
Tax	336.00
Shipping Charges	
TOTAL	USD 4,535.90

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

1603

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

314078

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
12-NOV-14	14-NOV-14	Destination	Immediate	171122	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	Bretford PowerSync Cart 40 for iPad and iPad mini Part number: HE405LL/A	2999.95	$2,999.95
2	1	EACH	Bretford PowerSync Tray Part number: HB717LL/A	1199.95	$1,199.95
3	1	EACH	Ipad Air 2 10 PACK Part number: BKM12LL/A	4740.00	$4,740.00
4		DOLLAR	EWASTE FEE	1.00	$30.00

SCHOOL/DEPARTMENT: Barriga, Matilda -Valley High

Account Number	Encumbrance		
		Sub-Total	$8,969.90
013180-5-1110-1000-4400-082	$9,685.10	**Tax**	$715.20
		Total	$9,685.10

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

12/2/14

Page	Customer Number	Invoice Number
1	63002	4310399099

Invoice Date	Amount Due
11/14/14	300.00

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
SANTA ANA USD
RECEIVING
750 N FAIRVIEW
SANTA ANA CA 92703-1838
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	314161	1003165623	4310399099	11/14/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
001	D6701Z/A	ITS VPP CREDIT VAR EDU-INT	1	1	300.00	300.00

Total Credit Value: 300.00 USD

Web Order Number: 1003165623

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/14/14		Best Way	IN

Subtotal	300.00
Tax	0.00
Shipping Charges	
TOTAL	USD 300.00

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

1605

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

314161

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
14-NOV-14	14-NOV-14	Destination	Immediate	171120	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	EACH	Voucher: Email code to: Elias.Cazales@sausd.us	300.00	$300.00

SCHOOL/DEPARTMENT: Barajas, Angelica -Pupil Support Services

Account Number	Encumbrance		
		Sub-Total	$300.00
016500-0-5750-1130-4400-010	$300.00	**Tax**	$0.00
		Total	$300.00

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
1	63002	4310562632

Invoice Date	Amount Due
11/15/14	1,783.92

12/2/14

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
SANTA ANA USD
JON GEISZLER
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	314074	1003155478	4310562632	11/15/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
001	Z0P0	MBAIR 13.3 CTO	1	1	1,649.00	1,649.00
		SerialNo.: (C02NP54EG5RP)				
		Recycle Fees		1	3.00	3.00
		The unit above contains the following options(Configuration ID Z0P000029):				
		Processor 065-C19F 1.7GHz Intel Dual-Core Core i7				
		Memory 065-C19H 8GB 1600MHz LPDDR3 SDRAM				
		Hard Drive 065-C19T 512GB Flash Storage				
		TBolt to G-Enet Adapter 065-C19V None				
		Firewire Adapter 065-C19X None				
		VGA Adapter 065-C1C0 None				
		Apple Keyboard & UG 065-C1CD KEYBOARD/USER'S GUIDE				
		Country Kit/AEX 065-C1CH COUNTRY KIT				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/12/14	11/15/14	FEDERAL EX	IN

Subtotal	
Tax	
Shipping Charges	
TOTAL	USD 1,783.92

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:

Special Instructions:

1607

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your **INVOICE**

Page	Customer Number	Invoice Number
2	63002	4310562632

Invoice Date	Amount Due
11/15/14	1,783.92

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
SANTA ANA USD
JON GEISZLER
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	314074	1003155478	4310562632	11/15/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price

Web Order Number: 2101532646

Questions? Call 1-800-800-2775 Mon Fri 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/12/14	11/15/14	FEDERAL EX	IN

Subtotal	1,652.00
Tax	131.92
Shipping Charges	
TOTAL	USD 1,783.92

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

1608

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

314074

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: APPLE, INC
19925 STEVENS CREEK BLVD
CUPERTINO,CA 95014
Supplier Num:104683

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
12-NOV-14	19-NOV-14	Destination	Immediate	170388	J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	1	DOLLAR	AirPort Time Capsule - 3TB	379.00	$379.00
2	1	DOLLAR	AppleCare Protection Plan	183.00	$183.00
3	1	DOLLAR	MacBook Air 13.3-inch: 256GB	1649.00	$1,649.00
4	1	DOLLAR	Recycle Fee	3.00	$3.00
5		DOLLAR	SHIPPING	1.00	$15.00

SCHOOL/DEPARTMENT: Ramirez, Laura Lee -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$2,229.00
010030-0-0011-7200-4400-210	$2,391.24	**Tax**	$162.24
		Total	$2,391.24

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

4 12/24

This Is Your

INVOICE

Page	Customer Number	Invoice Number
1	63002	4309750349

Invoice Date	Amount Due
11/12/14	198.00

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
SANTA ANA USD
JON GEISZLER
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	314074	1003155478	4309750349	11/12/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
002	S3130LL/A	APP FOR MB AIR/13" MB PRO - E	1	1	183.00	183.00
004	EXPSHIP	EXPEDITED SHIPPING CHARGE	1	1	15.00	15.00
		Web Order Number: 2101532646				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/12/14		FEDERAL EX	IN

Subtotal	198.00
Tax	0.00
Shipping Charges	
TOTAL	USD 198.00

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

1610

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

12/2/14

This is Your **INVOICE**

Page	Customer Number	Invoice Number
1	63002	4313744949

Invoice Date	Amount Due
11/25/14	412.32

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
SANTA ANA USD
RECEIVING
750 N FAIRVIEW
SANTA ANA CA 92703-1838
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	314079	1003155350	4313744949	11/25/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
001	MD785LL/B	IPAD WI-FI 16GB SPACE GRAY-US	1	1	379.00	379.00
		SerialNo.: (DMPN7M4XFK10)				
		Recycle Fees		1	3.00	3.00
		Web Order Number: 1003155350				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/12/14	11/25/14	FED EX GRO	IN

Subtotal	382.00
Tax	30.32
Shipping Charges	
TOTAL	USD 412.32

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

1611

Apple Inc.

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

This Is Your

INVOICE

Page	Customer Number	Invoice Number
1	63002	4306791781

Invoice Date	Amount Due
11/03/14	628.32

0010121 01 MB 0.432 **AUTO T8 0 8142 92701-632201 C01-P10131-I ED01

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
SANTA ANA USD
RECEIVING
750 N FAIRVIEW
SANTA ANA CA 92703-1838
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	313831	1003114267	4306791781	11/03/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
004	PH182LL/A	IPAD WI-FI 64GB GOLD-USA	1	1	579.00	579.00
		SerialNo.: (DMPNM17VG5W0)				
		Recycle Fees		1	3.00	3.00
		Web Order Number: 1003114267				

Questions? Call (800) 800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	10/31/14	11/03/14	UPS	IN

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Apple Inc.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Subtotal	582.00
Tax	46.32
Shipping Charges	
TOTAL	USD 628.32

1612

0010121-0013838-0000001-0000004

Apple Inc.

Please remit to:
Apple Inc.
P.O. Box 846095
DALLAS, TX 75284-6095

12/24

This Is Your

INVOICE

Page	Customer Number	Invoice Number
1	63002	4313331473

Invoice Date	Amount Due
11/24/14	119.00

SOLD TO
SANTA ANA USD
1601 E CHESTNUT AVE
SANTA ANA CA 92701-6322

SHIP TO
SANTA ANA USD
RECEIVING
750 N FAIRVIEW
SANTA ANA CA 92703-1838
USA

Customer Number	Customer P.O. Number	Sales Order Number	Invoice Number	Invoice Date	Terms
63002	314393	1003196375	4313331473	11/24/14	Net 30 Days

Item	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
		NORMAL OR STANDARD PRICES (OR LESS) CHARGED FOR SUCH PRODUCTS OR				
		THESE PRICES ARE OUR STANDARD ACADEMIC PRICES (OR LESS) FOR THE PRODUCTS				
		SERVICES.				
		OR SERVICES, OR IF ACADEMIC PRICES ARE NOT AVAILABLE, THE PRICES ARE THE				
002	S3128LL/A	APP FOR IMAC - EDU/AE--USA	1	1	119.00	119.00
		Web Order Number: 1003196375				

Questions? Call 1-800-800-2775 Mon-Fri, 7:30 am - 6:30 pm CT

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number
	KM	11/24/14		Best Way	IN

Subtotal	119.00
Tax	0.00
Shipping Charges	
TOTAL	USD 119.00

After Remitting Payment Retain This Portion Of Invoice For Your Records.

Please See Reverse Side For Terms And Conditions Pertaining To This Order.

Shipped From:
F/G Distribution Center
Elk Grove, Ca 95758

Special Instructions:

Apple Inc.

1613

84 202577

NON-NEGOTIABLE

Payment Date:Feb 4, 2015

AT&T DATACOMM, INC. dba AT&T DATACOMM

Vendor #:121053

Invoice: 319-018330A	Invoice Date: Sep 16, 2014	***76,928.61
Invoice: 319-018332A	Invoice Date: Sep 16, 2014	***59,182.95
Invoice: 319-019015A	Invoice Date: Jan 26, 2015	***94,767.71
Invoice: 319-019019A	Invoice Date: Jan 27, 2015	***50,063.84
Invoice: 319-019020A	Invoice Date: Jan 27, 2015	***20,890.20
Invoice: 319-019021A	Invoice Date: Jan 27, 2015	***42,160.99

Check Number: 84202577

Total: *** 343,994.30

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE DOCUCHECK™ WATERMARK, HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 202577

56-382

Three Hundred Forty-Three Thousand Nine Hundred Ninety-Four Dollars And Thirty Cents**********412********

9600058619

Security Protect
PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.
84202577 Feb 4, 2015

Pay To The Order of
AT&T DATACOMM, INC. dba AT&T DATACOMM
P.O. BOX 9012
CAROL STREAM, IL 60197-9012
US

FUND
D01

AMOUNT
*****343,994.30

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84202577⑈ ⑆041203824⑆ 9600058619⑈

1615

2/3/15

at&t

SOLD TO
SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO
SANTA ANA UNIFIED SCHOOL DIST
VALLEY
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313869	CA 8.000%	PROJECT	1	3	01/27/2015	319-019021A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					313869 CCW VALLEY PARTIAL INVOICE CABLE ONLY		
	OS						
01	COMMSCOPE MEDIA 6	36000	18000	0	CAT6 CMP BLUE PLENUM	.32	5,760.00
02	PANDUIT	288	120	0	WIRE WRAP LABELS	.16	19.20
03	CADDY	300	300	0	J-HOOK FOR ABOVE T-BAR CEILING MOUNT	3.15	945.00
04	COMMSCOPE	144	60	0	CAT6 JACK BLACK	5.79	347.40
06	COMMSCOPE	144	60	0	2 PORT FACEPLATE	1.39	83.40
07	COMMSCOPE	2	2	0	BLANK	15.51	31.02
08	COMMSCOPE	144	60	0	FACEPLATE LABELS	.16	9.60
09	COMMSCOPE	7	5	0	48 PORT CAT6 PATCH PANEL	285.95	1,429.75
10	COMMSCOPE	9	5	0	2U SINGLE SIDED WIRE MGR	37.80	189.00
11	COMMSCOPE LABOR	144	60	0	TERMINATE CAT6 CABLE	3.04	182.40
12	COMMSCOPE	216	160	0	CAT6 PATCH CORD BLUE 3'	2.71	433.60
13	COMMSCOPE	72	54	0	CAT6 PATCH CORD BLUE 5'	3.21	173.34
14	*VELCRO	2	2	0	VELCRO TIE-WRAPS	21.84	43.68
15	*WIREMOLD NM2044	144	60	0	EXTRA DEEP DEVICE BOX	9.47	568.20
16	LABOR	144	60	0	CAT6 TESTING	3.36	201.60
17	LABOR	1	1	0	PROJECT MANAGEMENT	3,000.00	3,000.00
18	LABOR	1	1	0	LABOR OS	5,381.78	5,381.78

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1616

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
VALLEY
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313869	CA 8.000%	PROJECT	2	3	01/27/2015	319-019021A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	PS						
19	LEGRAND 2900L8	100	100	0	2900 WIREMOLD	18.72	1,872.00
20	LEGRAND 2986	70	70	0	DROP CEILING FITTTING	1.77	123.90
21	LEGRAND 2906	100	100	0	COUPLING	1.65	165.00
22	LEGRAND 2911	40	40	0	FLAT 90	1.65	66.00
23	LEGRAND 2917	40	40	0	INSIDE 90	2.01	80.40
24	LEGRAND 2918	40	40	0	OUTSIDE 90	2.01	80.40
25	COMMSCOPE 6NF4	2000	3000	0	CAT 6 OUTSIDE PLANT CABLE	.48	1,440.00
26	HOFFMAN D16148WF	7	2	0	ACCESS POINT ENCLOSURE	192.50	385.00
27	CADDY	20	20	0	CADDY 425	15.84	316.80
28	LABOR	172	57	0	INSTALL AP	73.45	4,186.65
29	LABOR	2	2	0	PROJECT MANAGEMENT	1,130.00	2,260.00
30		2	2	0	PROJECT MANAGEMENT MATERIALS	748.00	1,496.00
31		1	1	0	ENGINEERING & DOCUMENTATION MATERIALS	660.00	660.00
32		1	1	0	AS BUILTS MATERIALS	660.00	660.00
33		2	2	0	DEMO & SITE CLEANUP MATERIALS	1,100.00	2,200.00
34		1	1	0	LABOR PS	5,803.57	5,803.57
					CCW VALLEY PARTIAL/CABLE ONLY SAUSD REQ # N/A SALES ORDER 32030839		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
VALLEY
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313869	CA 8.000%	PROJECT	3	3	01/27/2015	319-019021A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					SITE ID 092 SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR SANTA ANA USD 313869/VALLEY 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
40,594.69	1,566.30	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 42,160.99

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313869-4

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	10035.19	EACH	VALLEY ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$10,035.19
2	4527.5	EACH	VALLEY ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$4,527.50
3	108280.84	EACH	VALLEY ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$108,280.84
4		DOLLAR	VALLEY ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$8,765.78
5		DOLLAR	VALLEY ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$17,266.22
6		DOLLAR	VALLEY ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$21,500.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$170,375.53
017405-0-1110-1000-4400-210	$180,203.02	**Tax**	$9,827.49
		Total	$180,203.02

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

1/2ds 315451

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVE
SANTA ANA CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	296999	CA 8.000%	PROJECT	1	5	09/16/2014	319-018332A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	OS						
01	COMMSCOPE MEDIA 6	8400	7500	0	CAT6 CMP BLUE PLENUM 2400=CARR, 1200=GREENVILLE, 600=GRISET,600=MIDDLE COLLEGE, 2400=SIERRA,600=SPURGEON, 600=TAFT	.32	2,400.00
02	PANDUIT	56	52	0	WIRE WRAP LABELS 12=CARR, 8=GREENVILLE, 4=GRISET, 4=MIDDLE COLLEGE, 16=SIERRA, 4=SPURGEON, 4=TAFT	.16	8.32
03	CADDY	400	400	0	J-HOOK FOR ABOVE T-BAR CEILING MOUNT 80=CARR, 40=GREENVILLE, 40=GRISET, 40=MIDDLE COLLEGE, 120=SIERRA, 40=SPURGEON, 40=TAFT	3.15	1,260.00
04	COMMSCOPE	28	26	0	CAT6 JACK BLACK 6=CARR, 4=GREENVILLE, 2=GRISET, 2=MIDDLE COLLEGE, 8=SIERRA, 2=SPURGEON, 2=TAFT	5.79	150.54
05	COMMSCOPE	26	25	0	2 PORT FACEPLATE 3=CARR, 2=GREENVILLE, 4=GRISET, 4=MIDDLE COLLEGE, 4=SIERRA, 4=SPURGEON, 4=TAFT	1.39	34.75
06	COMMSCOPE	14	13	0	FACEPLATE LABELS 3=CARR, 2=GREENVILLE, 1=GRISET, 1=MIDDLE COLLEGE, 4=SIERRA, 1=SPURGEON, 1=TAFT	.16	2.08

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVE
SANTA ANA CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	296999	CA 8.000%	PROJECT	2	5	09/16/2014	319-018332A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
07	COMMSCOPE	11	0	0	24 PORT CAT6 PATCH PANEL	155.77	0.00
08	COMMSCOPE	6	0	0	2U DOUBLE SIDED WIRE MGR	39.06	0.00
09	COMMSCOPE LABOR	28	26	0	TERMINATE CAT6 CABLE 6=CARR, 4=GREENVILLE, 2=GRISET, 2=MIDDLE COLLEGE, 8=SIERRA, 2=SPURGEON, 2=TAFT	3.04	79.04
10	COMMSCOPE	28	28	0	CAT6 PATCH CORD BLUE 3' 8=CARR, 4=GREENVILLE, 2=GRISET, 2=MIDDLE COLLEGE, 8=SIERRA, 2=SPURGEON, 2=TAFT	2.71	75.88
11	COMMSCOPE	28	28	0	CAT6 PATCH CORD BLUE 5' 8=CARR, 4=GREENVILLE, 2=GRISET, 2=MIDDLE COLLEGE, 8=SIERRA, 2=SPURGEON, 2=TAFT	3.21	89.88
12	* WIREMOLD NM2044	17	13	0	EXTRA DEEP DEVICE BOX 3=CARR, 2=GREENVILLE, 1=GRISET, 1=MIDDLE COLLEGE, 4=SIERRA, 1=SPURGEON, 1=TAFT	9.47	123.11
13	LABOR	28	26	0	CAT6 TESTING 6=CARR, 4=GREENVILLE, 1=GRISET, 1=MIDDLE COLLEGE, 4=SIERRA, 1=SPURGEON, 2=TAFT	3.36	87.36
14	LABOR	1	1	0	LABOR PROJECT MANAGEMENT CARR, GREENVILLE, GRISET, MIDDLE COLLEGE, SIERRA, SPURGEON, TAFT	8,000.00	8,000.00
15		3	3	0	ENGINEERING AND DOCUMENTATION	210.00	630.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

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SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVE
SANTA ANA CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	296999	CA 8.000%	PROJECT	3	5	09/16/2014	319-018332A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					MATERIALS 1=GREENVILLE, 1=GRISET, 1=MIDDLE COLLEGE		
16	LABOR OS	1	1	0	LABOR OS CARR, GREENVILLE, GRISET, MIDDLE COLLEGE, SIERRA, SPURGEON, TAFT	4,571.41	4,571.41
	PS						
17	LEGRAND 2900L8	75	28	0	2900 WIREMOLD 10=CARR, 5=GREENVILLE, 3=GRISET, 10=SIERRA	18.72	524.16
18	LEGRAND 2986	14	7	0	DROP CEILING FITTING 3=CARR, 1=GREENVILLE, 1=GRISET, 2=SIERRA	1.77	12.39
19	LEGRAND 2906	33	20	0	COUPLING 10=CARR, 3=GREENVILLE, 2=GRISET, 5=SIERRA	1.65	33.00
20	LEGRAND 2911	20	11	0	FLAT 90 3=CARR, 2=GREENVILLE, 1=GRISET, 5=SIERRA	1.65	18.15
21	LABOR	17	13	0	AP MOUNTING 3=CARR, 2=GREENVILLE, 1=GRISET, 1=MONROE, 4=SIERRA, 1=SPURGEON, 1=TAFT	73.45	954.85
22		2	2	0	PROJECT MANAGEMENT MATERIALS 1=CARR, 1=SIERRA	748.00	1,496.00
23		5	5	0	ENGINEERING AND DOCUMENTATION 1=CARR, 1=MONROE, 1=SIERRA, 1=SPURGEON, 1=TAFT	660.00	3,300.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	296999	CA 8.000%	PROJECT	4	5	09/16/2014	319-018332A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
24	LABOR PS GEAR	1	1	0	LABOR PS CARR, GREENVILLE, GRISET, MIDDLE COLLEGE, MONROE, SIERRA, SPURGEON, TAFT	4,230.16	4,230.16
25	CISCO AIR-CAP3702I -A-K9	15	15	0	802.11AC CTRLR AP 4X4:3SS W/CLEANAIR; INT ANT; A REG DOMAIN	882.05	13,230.75
26	CISCO SWAP3700 -RCOVRY-K9	15	15	0	CISCO 3700 SERIES IOS WIRELESS LAN RECOVERY	0.00	0.00
27	CISCO AIR-AP -BRACKET-1	15	15	0	802.11N AP LOW PROFILE MOUNTING BRACKET (DEFAULT)	0.00	0.00
28	CISCO AIR-AP-T -RAIL-R	15	15	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT (DEFAULT)	0.00	0.00
29	LABOR GEAR	8	8	0	NETWORK ENGINEER(S) CONFIG OF ERATE GEAR	2,000.00	16,000.00
30	CISCO CON-SW-3702IA	15	15	0	CISCOBASE MAINTENANCE (1-YEAR)	0.00	0.00
					AT&T SITE ID 072 & 073 SAUSD REQ # N/A SALES ORDER 31911990 & 32030491 & 31911992		
					PROJ NAME & NO SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR		
					SANTA ANA USD -FTSI CAB/CISCO 296999/COMMON CORE OS/PS/GEAR 750 N FAIRVIEW SANTA ANA		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

1624

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVE
SANTA ANA CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	296999	CA 8.000%	PROJECT	5	5	09/16/2014	319-018332A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
57,311.83	1,871.12	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 59,182.95

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

315451

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
20-JAN-15		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	28	EACH	CAT 6 PATCH CABLE 5'	3.21	$89.88
2	13	EACH	EXTRA DEEP DEVICE BOX	9.47	$123.11
3	28	EACH	LEGRAND 2900LB	18.72	$524.16
4	7	EACH	LEGRAND 2986	1.77	$12.39
5	20	EACH	LEGRAND 2906	1.65	$33.00
6	11	EACH	LEGRAND FLAT 90	1.65	$18.15
7	15	EACH	CISCO AIR CAP3702I	882.05	$13,230.75
8	87.36	EACH	CAT 6 TESTING	1.00	$87.36
9	8000	EACH	PROJECT MANAGEMENT	1.00	$8,000.00
10	630	EACH	ENGINEERING DOCUMENTATION	1.00	$630.00
11	4571.41	EACH	INSTALLATION LABOR OS	1.00	$4,571.41

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

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1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

12	954.85	EACH	AP MOUNTING LABOR	1.00	$954.85
13	1496	EACH	PROJECT MANAGEMENT PS	1.00	$1,496.00
14	3300	EACH	ENGINNERING DOCUMENTATION PS	1.00	$3,300.00
15	4230.16	EACH	SETUP LABOR PS	1.00	$4,230.16
16	7500	EACH	CAT6 BLUE	0.32	$2,400.00
17	52	EACH	WIRE WRAPS	0.16	$8.32
18	400	EACH	J HOOK	3.15	$1,260.00
19	26	EACH	CAT6 JACK BLACK	5.79	$150.54
20	25	EACH	2 PORT FACE PLATE	1.39	$34.75
21	13	EACH	FACEPLATE LABELS	0.16	$2.08
22		DOLLAR	CAT 6 CABLE TERMINATION LABOR	1.00	$79.04
23	28	EACH	CAT 6 PATCH CABLE 3'	2.71	$75.88
24		DOLLAR	CA SALES TAX ALL SITES	1.00	$1,871.12

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

315451

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Main Receiving Warehouse
Santa Ana,CA 92703

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SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

25		DOLLAR	GEAR INSTALLATION LABOR	1.00	$16,000.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$59,182.95	**Sub-Total**	$59,182.95
		Tax	$0.00
		Total	$59,182.95

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

1/2016

~~315481~~
315852

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DISTR
1601 E CHESTNUT AVE
SANTA ANA CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DISTR
COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858537	296999	CA 8.000%	PROJECT	1	6	09/16/2014	319-018330A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001656				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	OS						
01	COMMSCOPE MEDIA 6	7200	7200	0	CAT6 CMP BLUE PLENUM 600=ADAMS, 600=COMMUNITY DAY, 600=CENTURY, 600=ESQUEDA, 600=HEROES, 600=KENNEDY, 1200=MENDEZ, 600=MONTE VISTA, 600=MUIR, 600=ROOSEVELT, 600=SANTIAGO	.32	2,304.00
02	PANDUIT	48	46	0	WIRE WRAP LABELS 4=ADAMS, 4=COMMUNITY DAY, 4=CENTURY, 4=ESQUEDA, 600=HEROES, 600=KENNEDY, 8=MENDEZ, 4=MONTE VISTA, 4=MUIR, 4=ROOSEVELT, 4=SANTIAGO	.16	7.36
03	CADDY	460	460	0	J-HOOK FOR ABOVE T-BAR 40=ADAMS, 40=COMMUNITY DAY, 40=CENTURY, 40=ESQUEDA, 40=HEROES, 40=KENNEDY, 60=MENDEZ, 40=MONTE VISTA, 40=MUIR, 40=ROOSEVELT, 40=SANTIAGO	3.15	1,449.00
04	COMMSCOPE	24	24	0	CAT6 JACK BLACK 2=ADAMS, 2=COMMUNITY DAY, 2=CENTURY, 2=ESQUEDA, 2=HEROES, 2=KENNEDY, 4=MENDEZ, 2=MONTE VISTA, 2=MUIR, 2=ROOSEVELT, 2=SANTIAGO	5.79	138.96
05	COMMSCOPE	12	12	0	2 PORT FACEPLATE 1=ADAMS, 1=COMMUNITY DAY, 1=CENTURY, 1=ESQUEDA, 1=HEROES, 1=KENNEDY, 2=MENDEZ, 1=MONTE VISTA,	1.39	16.68

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1630

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DISTR
1601 E CHESTNUT AVE
SANTA ANA CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DISTR
COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858537	296999	CA 8.000%	PROJECT	2	6	09/16/2014	319-018330A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001656				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					1=MUIR, 1=ROOSEVELT, 1=SANTIAGO		
06	COMMSCOPE	12	12	0	FACEPLATE LABELS 1=ADAMS, 1=COMMUNITY DAY, 1=CENTURY, 1=ESQUEDA, 1=HEROES, 1=KENNEDY, 2=MENDEZ, 1=MONTE VISTA, 1=MUIR, 1=ROOSEVELT, 1=SANTIAGO	.16	1.92
07	COMMSCOPE	11	4	0	24 PORT CAT6 PATCH PANEL 1=ESQUEDA, 1=KENNEDY, 1=MUIR, 1=ROOSEVELT,	155.77	623.08
08	COMMSCOPE LABOR	26	24	0	TERMINATE CAT6 CABLE 2=ADAMS, 2=COMMUNITY DAY, 2=CENTURY, 2=ESQUEDA, 2=HEROES, 2=KENNEDY, 4=MENDEZ, 2=MONTE VISTA, 2=MUIR, 2=ROOSEVELT, 2=SANTIAGO	3.04	72.96
09	COMMSCOPE	34	30	0	PATCH PANEL LABELS 2=ADAMS, 4=COMMUNITY DAY, 2=CENTURY, 4=ESQUEDA, 2=HEROES, 2=KENNEDY, 4=MENDEZ, 2=MONTE VISTA, 4=MUIR, 2=ROOSEVELT, 2=SANTIAGO	.16	4.80
10	COMMSCOPE	26	24	0	CAT6 PATCH CORD BLUE 3' 2=ADAMS, 2=COMMUNITY DAY, 2=CENTURY, 2=ESQUEDA, 2=HEROES, 2=KENNEDY, 4=MENDEZ, 2=MONTE VISTA, 2=MUIR, 2=ROOSEVELT, 2=SANTIAGO	2.71	65.04

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

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SANTA ANA UNIFIED SCHOOL DISTR
1601 E CHESTNUT AVE
SANTA ANA CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DISTR
COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858537	296999	CA 8.000%	PROJECT	3	6	09/16/2014	319-018330A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001656				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
11	COMMSCOPE	26	24	0	CAT6 PATCH CORD BLUE 5' 2=ADAMS, 2=COMMUNITY DAY, 2=CENTURY, 2=ESQUEDA, 2=HEROES, 2=KENNEDY, 4=MENDEZ, 2=MONTE VISTA, 2=MUIR, 2=ROOSEVELT, 2=SANTIAGO	3.21	77.04
12	* WIREMOLD NM2044	12	12	0	EXTRA DEEP DEVICE BOX 1=ADAMS, 1=COMMUNITY DAY, 1=CENTURY, 1=ESQUEDA, 1=HEROES, 1=KENNEDY, 2=MENDEZ, 2=MONTE VISTA, 1=MUIR, 1=ROOSEVELT, 1=SANTIAGO	9.47	113.64
13	LABOR	26	24	0	CAT6 TESTING 2=ADAMS, 2=COMMUNITY DAY, 2=CENTURY, 2=ESQUEDA, 2=HEROES, 2=KENNEDY, 4=MENDEZ, 2=MONTE VISTA, 2=MUIR, 2=ROOSEVELT, 2=SANTIAGO	3.36	80.64
14		13	13	0	ENGINEERING AND DOCUMENTATION MATERIALS 1=ADAMS, 1=COMMUNITY DAY, 1=CENTURY, 1=ESQUEDA, 1=HEROES, 1=HOOVER, 1=MENDEZ, 1=MONTE VISTA, 1=MUIR, 1=ROOSEVELT, 1=SANTIAGO	210.00	2,730.00
15		13	13	0	AS BUILTS MATERIALS 1=ADAMS, 1=COMMUNITY DAY, 1=CENTURY, 1=ESQUEDA, 1=HEROES, 1=HOOVER, 1=MENDEZ, 1=MONTE VISTA, 1=MUIR, 1=ROOSEVELT, 1=SANTIAGO	210.00	2,730.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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1601 E CHESTNUT AVE
SANTA ANA CA 92701

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COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858537	296999	CA 8.000%	PROJECT	4	6	09/16/2014	319-018330A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001656				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
16	LABOR OS	1	1	0	LABOR OS ADAMS, COMMUNITY DAY, CENTURY, ESQUEDA, HEROES, HOOVER, JEFFERSON, KENNEDY, MENDEZ, MONTE VISTA, SANTIAGO	20,060.40	20,060.40
	PS						
17	LEGRAND 2900L8	65	38	0	2900 WIREMOLD 5=ADAMS, 5=ESQUEDA, 3=HEROES, 5=KENNEDY, 5=MENDEZ, 5=MONTE VISTA, 5=MUIR, 5=SANTIAGO	18.72	711.36
18	LEGRAND 2986	13	8	0	DROP CEILING FITTING 1=ADAMS, 1=ESQUEDA, 1=HEROES, 1=KENNEDY, 1=MENDEZ, 1=MONTE VISTA, 1=MUIR, 1=SANTIAGO	1.77	14.16
19	LEGRAND 2906	37	21	0	COUPLING 2=ADAMS, 4=ESQUEDA, 2=HEROES, 2=KENNEDY, 2=MENDEZ, 2=MONTE VISTA, 4=MUIR, 3=SANTIAGO	1.65	34.65
20	LEGRAND 2911	12	6	0	FLAT 90 1=ESQUEDA, 1=HEROES, 1=KENNEDY, 1=MENDEZ, 1=MONTE VISTA, 1=MUIR	1.65	9.90
21	LABOR	20	18	0	AP MOUNTING 1=ADAMS, 1=COMMUNITY DAY, 1=CENTURY, 1=ESQUEDA, 1=HEROES, 1=HOOVER, 2=JEFFERSON, 1=KENNEDY, 3=MENDEZ, 1=MONTE VISTA,	73.45	1,322.10

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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SANTA ANA CA 92701

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SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858537	296999	CA 8.000%	PROJECT	5	6	09/16/2014	319-018330A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001656				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					1=MUIR, 1=ROOSEVELT, 1=SANTIAGO		
22	LABOR PS	1	1	0	LABOR PS ADAMS, COMMUNITY DAY, CENTURY, ESQUEDA, HEROES, HOOVER, JEFFERSON, KENNEDY, MENDEZ, MONTE VISTA, MUIR, ROOSEVELT, SANTIAGO	331.34	331.34
23	CISCO AIR-CAP3702I -A-K9	18	18	0	802.11AC CTRLR AP 4X4:3SS W/CLEANAIR; INT ANT; A REG DOMAIN	882.05	15,876.90
24	CISCO SWAP3700 -RCOVRY-K9	18	18	0	CISCO 3700 SERIES IOS WIRELESS LAN RECOVERY	0.00	0.00
25	CISCO AIR-AP -BRACKET-1	18	18	0	802.11N AP LOW PROFILE MOUNTING BRACKET (DEFAULT)	0.00	0.00
26	CISCO AIR-AP -T-RAIL-R	18	18	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT (DEFAULT)	0.00	0.00
27	LABOR GEAR	13	13	0	NETWORK ENGINEER(S) CONFIG OF ERATE GEAR	2,000.00	26,000.00
28	CISCO CON-SW-3702IA	18	18	0	CISCO BASE MAINTENANCE(1-YEAR)	0.00	0.00
					AT&T SITE ID 012 & 013 COMMON CORE OS/PS/GEAR SAUSD REQ # N/A SALES ORDER 31911991, 32030492 & 31911993		
					PROJ NAME & NO SANTA ANA UNIFIED SCHOOL DISTR CALNET 2		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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SANTA ANA CA 92701

SHIP TO

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COMMON CORE
750 N FAIRVIEW
SANTA ANA CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858537	296999	CA 8.000%	PROJECT	6	6	09/16/2014	319-018330A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001656				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					SANTA ANA USD-FTSI CAB/CISCO 296999/COMMON CORE OS/PS/GEAR 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1656		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
74,775.93	2,152.68	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 76,928.61

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1635

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

315852

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-FEB-15		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	24	EACH	CAT 6 PATCH CABLE 5'	3.21	$77.04
2	12	EACH	EXTRA DEEP DEVICE BOX	9.47	$113.64
3	38	EACH	LEGRAND 2900LB	18.72	$711.36
4	8	EACH	LEGRAND 2986	1.77	$14.16
5	21	EACH	LEGRAND 2906	1.65	$34.65
6	6	EACH	LEGRAND FLAT 90	1.65	$9.90
7	18	EACH	CISCO AIR CAP3702I	882.05	$15,876.90
8	80.64	EACH	CAT 6 TESTING	1.00	$80.64
9	2730	EACH	AS BUILTS	1.00	$2,730.00
10	2730	EACH	ENGINEERING DOCUMENTATION	1.00	$2,730.00
11	20060.4	EACH	INSTALLATION LABOR OS	1.00	$20,060.40

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

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1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

12	1322.1	EACH	AP MOUNTING LABOR	1.00	$1,322.10
13	26000	EACH	NETWORK ENGINEER CONFIG	1.00	$26,000.00
14	336.14	EACH	LABOR PS	1.00	$336.14
15	4	EACH	24PORT CAT6 PATCH PANEL	155.77	$623.08
16	7200	EACH	CAT6 BLUE	0.32	$2,304.00
17	46	EACH	WIRE WRAPS	0.16	$7.36
18	460	EACH	J HOOK	3.15	$1,449.00
19	24	EACH	CAT6 JACK BLACK	5.79	$138.96
20	12	EACH	2 PORT FACE PLATE	1.39	$16.68
21	12	EACH	FACEPLATE LABELS	0.16	$1.92
22		DOLLAR	CAT 6 CABLE TERMINATION LABOR	1.00	$72.96
23	24	EACH	CAT 6 PATCH CABLE 3'	2.71	$65.04
24		DOLLAR	CA SALES TAX ALL SITES	1.00	$2,152.68

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

315852

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$76,928.61	**Sub-Total**	$76,928.61
		Tax	$0.00
		Total	$76,928.61

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

at&t

2/2/15

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313880 ~~308712~~	CA 8.000%	PROJECT	1	2	01/26/2015	319-019015A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	GEAR ONLY						
01	ASA5585-S40-2A-K9	1	1	0	ASA 5585-X CHAS WITH SSP40, 6GE,4SFP+,2GE MGT,2 AC, 3DES/AES	76,677.30	76,677.30
02	ASA-ANYCONN-CSD-K9	1	1	0	ASA 5500 ANYCONNECT CLIENT + CISCO SECURITY DESKTOP SOFTWARE	0.00	0.00
03	ASA-SSP-40-INC	1	1	0	ASA 5585-X SECURITY SERVICES PROCESSOR-40 WITH 6GE, 4SFP+	0.00	0.00
04	ASA-VPN-CLNT-K9	1	1	0	CISCO VPN CLIENT SOFTWARE (WINDOWS, SOLARIS, LINUX, MAC)	0.00	0.00
05	ASA5500-ENCR-K9	1	1	0	ASA 5500 STRONG ENCRYPTION LICENSE (3DES/AES)	0.00	0.00
06	ASA5585-BLANK-HD	1	1	0	ASA 5585-X HARD DRIVE BLANK SLOT COVER	0.00	0.00
07	ASA5585-BLANK-F	1	1	0	ASA 5585-X FULL WIDTH BLANK	0.00	0.00
08	ASA5585-PWR-AC	2	2	0	ASA 5585-X AC POWER SUPPLY	0.00	0.00
09	ASA-AC-E-5585	1	1	0	ANYCONNECT ESSENTIALS VPN LICENSE - ASA 5585-X (MAX USERS)	270.00	270.00
10	ASA-AC-M-5585	1	1	0	ANYCONNECT MOBILE - ASA 5585-X (REQ. ESSENTIALS OR PREMIUM)	270.00	270.00
11	CAB-US515P-C19-US	2	2	0	NEMA 5-15 TO IEC-C19 13FT US	0.00	0.00
12	SF-ASA-X-9.1-K8	1	1	0	ASA 9.1 SOFTWARE IMAGE FOR ASA 5500-X SERIES,5585-X & ASA-SM	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	300712	CA 8.000%	PROJECT	2	2	01/26/2015	319-019015A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
13	SFP-10G-SR	1	1	0	10GBASE-SR SFP MODULE	537.30	537.30
14	SFP-H10GB-CU3M	3	3	0	10GBASE-CU SFP+ CABLE 3 METER	113.40	340.20
15	ASA5585-SEC-PL	1	1	0	ASA 5585-X SECURITY PLUS	0.00	0.00
16	GLC-SX-MMD	8	8	0	1000BASE-SX SFP TRANSCEIVER MODULE, MMF, 850NM, DOM	270.00	2,160.00
17	LC-LC MM	4	4	0	LC/LC MM DUPLEX FIBER PATCH CORD 2 METER (LINK)	21.42	85.68
18	ENGINEERING	1	1	0	NETWORK ENGINEER CONFIGUR -ATION OF E-RATE GEAR	8,000.00	8,000.00

ASA FIREWALL UPGRADE
SAUSD REQ # 161382
AT&T SITE ID 082
SALES ORDER 31912430

SANTA ANA UNIFIED SCHOOL DISTR
YR 15 BEAR

SANTA ANA USD -DIST OFFICE
300712
750 N FAIRVIEW
SANTA ANA
CA

INTERNAL PROJECT NBR
1658

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
88,340.48	6,427.23	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO	PLEASE PAY
AT&T DATACOMM, INC. PO BOX 9012 CAROL STREAM, IL 60197-9012	94,767.71

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

at&t

Proposed Bill of Materials

Date:	5/6/2014
Company	Santa Ana USD
Quote	072407EC-GB1762
Customer Contact	
Contact Info	
Address 1	
Acct	
ECATS	
Terms	E-Rate Y.15
Staging	None

AT&T ACCOUNT TEAM	
Sales Name	Contact Info
Chris Mangiapane	213-446-2984
Fax	707-427-7505

District Office Upgrades

PROPOSED SOLUTION

Firewall

Quantity	Part Number	Description	List Price	Discount %	Discounted Price
ASA5585 (for bandwidth upgrades)					
1	ASA5585-S40-2A-K9	ASA 5585-X Chas with SSP40,6GE,4SFP+,2GE Mgt,2 AC,3DES/AES	$141,995.00	$76,677.30	$76,677.30
1	ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software	$0.00	$0.00	$0.00
1	ASA-SSP-40-INC	ASA 5585-X Security Services Processor-40 with 6GE, 4SFP+	$0.00	$0.00	$0.00
1	ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	$0.00	$0.00	$0.00
1	ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	$0.00	$0.00	$0.00
1	ASA5585-BLANK-H	ASA 5585-X Half Width Blank Slot Cover	$0.00	$0.00	$0.00
2	ASA5585-BLANK-HD	ASA 5585-X Hard Drive Blank Slot Cover	$0.00	$0.00	$0.00
2	ASA5585-PWR-AC	ASA 5585-X AC Power Supply	$0.00	$0.00	$0.00
1	ASA5585-SEPTUM	ASA 55585 Slot Divider for Half-Slot IO Modules	$0.00	$0.00	$0.00
1	ASA-AC-E-5585	AnyConnect Essentials VPN License - ASA 5585-X (Max Users)	$500.00	$270.00	$270.00
1	ASA-AC-M-5585	AnyConnect Mobile - ASA 5585-X (req. Essentials or Premium)	$500.00	$270.00	$270.00
2	CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	$0.00	$0.00	$0.00
1	SF-ASA-X-9.1-K8	ASA 9.1 Software image for ASA 5500-X Series,5585-X & ASA-SM	$0.00	$0.00	$0.00
1	SFP-10G-SR	10GBASE-SR SFP Module	$995.00	$537.30	$537.30
3	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	$210.00	$113.40	$340.20
8	GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	$500.00	$270.00	$2,160.00
4	LC-LC MM	LC/LC MM DUPLEX FIBER PATCH CORD 2 METER (link)	$21.42	$21.42	$85.68

				ELIGIBLE HARDWARE SUMMARY	$80,340.48
		Ongoing Maintenance			
Quantity	**Part Number**	**Description**	**List Price**	**Discount %**	**Discounted Price**
SmartNet (Base Level SmartNet Included with E-Rate Bundle)					
ASA5585					
1	CON-SNT-A85NM4GE	SMARTNET 8X5XNBD ASA 5585-X Half Widt	$2,400.00	$0.00	$0.00
1	CON-SNT-A85S42K9	SMARTNET 8X5XNBD ASA 5585-X Chas with SSP40,6GE,4SFP+,2GE	$17,039.00	$0.00	$0.00
				MAINTENANCE SUMMARY	$0.00
		Professional Services			
Quantity	**Part Number**	**Description**	**List Price**	**Discount %**	**Discounted Price**
AT&T Engineering					
1		Network Engineer Configuration of E-Rate Gear	$8,000.00	$8,000.00	$8,000.00
				PRO. SERVICES SUMMARY	$8,000.00
		ELIGIBLE PRICING SUMMARY			
				E-RATE ELIGIBLE HARDWARE TOTAL	$80,340.48
				MAINTENANCE TOTAL	$0.00
				PRO. SERVICES TOTAL	$8,000.00
				TAXES (8.00%)	$6,427.24
				EST. SHIPPING	$0.00
				GRAND TOTAL	$94,767.72

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313880-1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
04-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	163440.41	EACH	ERATE Y15 DO - CABLING PER ORIGINAL SCOPE	1.00	$163,440.41
2	165369.91	EACH	ERATE Y15 DO - CABLING PER PRODUCT SUBSTITUTION SCOPE SCOPE	1.00	$165,369.91
3		DOLLAR	ERATE Y15 DO - CABLING LABOR PER ORIGINAL SCOPE	1.00	$133,719.29
4		DOLLAR	ERATE Y15 DO - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$311,711.94
5	7769.3	EACH	ERATE Y15 DO - CABLING PER CALNET2	1.00	$7,769.30
6		DOLLAR	ERATE Y15 DO - CABLING LABOR PER CALNET2	1.00	$8,305.50
7	469524.6	EACH	ERATE Y15 DO - GEAR DATA CENTER UPGRADE SCOPE	1.00	$469,524.60
8	63668.7	EACH	ERATE Y15 DO - GEAR PER WIRELESS LAN SCOPE	1.00	$63,668.70
9	80340.48	EACH	ERATE Y15 DO - GEAR PER FIREWALL SCOPE	1.00	$80,340.48
10	266202.4	EACH	ERATE YQ5 DO - GEAR PER IDF UPGRADE SCOPE	1.00	$266,202.40
11	472735.44	EACH	ERATE Y15 DO - GEAR PER UNIFIED COMMUNICATIONS SCOPE	1.00	$472,735.44

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313880-1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

12	179312.85	EACH	ERATE Y15 DO - GEAR PER VIDEO SCOPE	1.00	$179,312.85
13		DOLLAR	ERATE Y15 DO - LABOR UC INFRASTRUCTURE	1.00	$56,000.00
14		DOLLAR	ERATE Y15 DO - LABOR FIREWALL INSTALLATION	1.00	$8,000.00
15		DOLLAR	ERATE Y15 DO - LABOR VIDEO INSTALLATION	1.00	$40,000.00
16		DOLLAR	ERATE Y15 DO - LABOR CORE AND DATA CENTER UPGRADES	1.00	$88,000.00
17		DOLLAR	ERATE Y15 DO - LABOR EDGE SWITCHING	1.00	$16,000.00
18		DOLLAR	ERATE Y15 DO - LABOR PROJECT MANAGEMENT	1.00	$60,000.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$2,590,100.82
019034-0-0250-8500-6290-049	$363,505.98	**Tax**	$149,469.13
019034-0-0250-7200-6520-049	$2,376,063.97		
		Total	$2,739,569.95

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

at&t

2/2/15

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SIERRA
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313871	CA 8.000%	PROJECT	1	3	01/27/2015	319-019020A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	OS				313871 CCW SIERRA PARTIAL INVOICE CABLE ONLY		
01	COMMSCOPE MEDIA 6	13000	9000	0	CAT6 CMP BLUE PLENUM	.32	2,880.00
02	PANDUIT	102	60	0	WIRE WRAP LABELS	.16	9.60
03	CADDY	200	200	0	J-HOOK FOR ABOVE T-BAR CEILING MOUNT	3.15	630.00
04	COMMSCOPE	51	30	0	CAT6 JACK BLACK	5.79	173.70
05	COMMSCOPE	51	30	0	2 PORT FACEPLATE	1.39	41.70
06	COMMSCOPE	2	2	0	BLANK	15.51	31.02
07	COMMSCOPE	51	30	0	FACEPLATE LABELS	.16	4.80
08	COMMSCOPE	3	0	0	48 PORT CAT6 PATCH PANEL	285.95	0.00
09	COMMSCOPE	3	0	0	2U SINGLE SIDED WIRE MGR	37.80	0.00
10	COMMSCOPE LABOR	49	30	0	TERMINATE CAT6 CABLE	3.04	91.20
11	COMMSCOPE	75	75	0	CAT6 PATCH CORD BLUE 3'	2.71	203.25
12	COMMSCOPE	25	25	0	CAT6 PATCH CORD BLUE 5'	3.21	80.25
13	*VELCRO	2	2	0	VELCRO TIE-WRAPS	21.84	43.68
14	*WIREMOLD	51	0	0	EXTRA DEEP DEVICE BOX	9.47	0.00
15	LABOR	51	30	0	CAT6 TESTING	3.36	100.80
16	LABOR	1	1	0	PROJECT MANAGEMENT	2,000.00	2,000.00
17	LABOR	1	1	0	LABOR OS	2,572.84	2,572.84

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SIERRA
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313871	CA 8.000%	PROJECT	2	3	01/27/2015	319-019020A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	PS						
18	LEGRAND 2900L8	40	40	0	2900 WIREMOLD	18.72	748.80
19	LEGRAND 2986	40	40	0	DROP CEILING FITTING	1.77	70.80
20	LEGRAND 2906	40	40	0	COUPLING	1.65	66.00
21	LEGRAND 2911	20	20	0	FLAT 90	1.65	33.00
22	LEGRAND 2917	20	20	0	INSIDE 90	2.01	40.20
23	LEGRAND 2918	20	20	0	OUTSIDE 90	2.01	40.20
24	COMMSCOPE 6NF4	1000	1000	0	CAT 6 OUTSIDE PLANT CABLE	.48	480.00
25	HOFFMAN D16148WF	2	0	0	ACCESS POINT ENCLOSURE	192.50	0.00
26	CADDY	20	20	0	CADDY 425	15.84	316.80
27	LABOR	51	34	0	INSTALL AP	73.45	2,497.30
28	LABOR	1	1	0	PROJECT MANAGEMENT	1,130.00	1,130.00
29		1	1	0	PROJECT MANAGEMENT MATERIALS	748.00	748.00
30		1	1	0	ENGINEERING & DOCUMENTATION MATERIALS	660.00	660.00
31		1	1	0	AS BUILTS MATERIALS	660.00	660.00
32		1	1	0	DEMO & SITE CLEANUP MATERIALS	1,100.00	1,100.00
33	LABOR	1	1	0	LABOR PS	2,711.32	2,711.32
					CCW SIERRA PARTIAL/CABLE ONLY SAUSD REQ # N/A SITE ID 091		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SIERRA
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313871	CA 8.000%	PROJECT	3	3	01/27/2015	319-019020A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					SALES ORDER 32030838 SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR SANTA ANA USD 313871/SIERRA 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
20,165.26	724.94	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 20,890.20

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313871-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	4098	EACH	SIERRA ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$4,098.00
2	1795.8	EACH	SIERRA ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$1,795.80
3	78059.7	EACH	SIERRA ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$78,059.70
4		DOLLAR	SIERRA ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$4,764.84
5		DOLLAR	SIERRA ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$9,506.62
6		DOLLAR	SIERRA ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$16,000.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$120,941.24	**Sub-Total**	$114,224.96
		Tax	$6,716.28
		Total	$120,941.24

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

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Santa Ana USD - E-Rate 15/Blended Project
Sierra Middle School Common Core
Cabling Upgrades

Attachment A

Santa Ana Unified School District

Manufacturer	Part Number	Description	Item	Qty	Unit Price	Total Material	Total Labor	Sales Tax	Ext Price
Manufacturer	**Part Number**	**Description**	**Site**	**Qty**	**Unit Price**	**Total Material**	**Total Labor**	**Sales Tax**	**Ext Price**
E Rate Yr.15 Service Substitution Items									
Legrand	5400TB	Base	Sierra	0	$ 5.25	$ -	$ -	$ -	$ -
Legrand	5400C	Cover	Sierra	0	$ 31.14	$ -	$ -	$ -	$ -
Legrand	5406A	Seem Clip	Sierra	0	$ 1.49	$ -	$ -	$ -	$ -
Legrand	5406	Transition Seem Clip	Sierra	0	$ 1.50	$ -	$ -	$ -	$ -
Legrand	5450	Device Bracket	Sierra	0	$ 9.93	$ -	$ -	$ -	$ -
Legrand	5400TWC	wire clip	Sierra	0	$ 0.65	$ -	$ -	$ -	$ -
Legrand	5410	End Cap	Sierra	0	$ 4.92	$ -	$ -	$ -	$ -
Legrand	5411FO	Flat 90	Sierra	0	$ 15.09	$ -	$ -	$ -	$ -
Legrand	5410DFO	Entrance Fitting	Sierra	0	$ 17.17	$ -	$ -	$ -	$ -
Legrand	5415FO	Flat T	Sierra	0	$ 18.37	$ -	$ -	$ -	$ -
Legrand	5415	Tee	Sierra	0	$ 18.37	$ -	$ -	$ -	$ -
Legrand	5507D	Faceplate	Sierra	0	$ 4.46	$ -	$ -	$ -	$ -
Legrand	NM2044-2	Extra Deep Device Box-Duplex	Sierra	0	$ 15.93	$ -	$ -	$ -	$ -
Commscope	M106FR2-262	2 port	Sierra	0	$ 3.03	$ -	$ -	$ -	$ -
Commscope	M106FR4-262	4 port	Sierra	0	$ 3.03	$ -	$ -	$ -	$ -
Legrand	2900L8	2900 Wiremold	Sierra	40	$ 18.72	$ 748.80	$ 255.38	$ 59.90	$ 1,064.08
Legrand	2986	Drop ceiling fitting	Sierra	40	$ 1.77	$ 70.80	$ 101.70	$ 5.66	$ 178.16
Legrand	2906	Coupling	Sierra	40	$ 1.65	$ 66.00	$ 101.70	$ 5.28	$ 172.98
Legrand	2911	flat 90	Sierra	20	$ 1.65	$ 33.00	$ 50.85	$ 2.64	$ 86.49
Legrand	2917	inside 90	Sierra	20	$ 2.01	$ 40.20	$ 50.85	$ 3.22	$ 94.27
Legrand	2918	outside 90	Sierra	20	$ 2.01	$ 40.20	$ 50.85	$ 3.22	$ 94.27
Commscope	6NF4	Cat 6 Outside Plant Cable	Sierra	1000	$ 0.48	$ 480.00	$ 734.50	$ 38.40	$ 1,252.90
		RG6 Plenum	Sierra	0	$ 0.53	$ -		$ -	$ -
Legrand	5474	5400 to 2800	Sierra	0	$ 5.86	$ -		$ -	$ -
Commscope	UNC6-BL-7F	Cat6 Patch Cord Blue 7'	Sierra	0	$ 7.87	$ -		$ -	$ -
CPI		6" Vertical Manager	Sierra	0	$ 363.00	$ -		$ -	$ -
Southwest		4 foot swing easy	Sierra	0	$ 510.40	$ -		$ -	$ -
Corning		SM FiberPlenum	Sierra	0	$ 0.44	$ -		$ -	$ -
Corning		6 port WIC-loaded	Sierra	0	$ 147.36	$ -		$ -	$ -
Hoffman	D16148WF	Access Point Enclosure	Sierra	2	$ 192.50	$ 385.00	$ 293.80	$ 30.80	$ 709.60
SWDP	SWE4000-18UE BLK	24"W X 30"D x 36"H w/Plex Door	Sierra	0	$ 510.40	$ -	$ -	$ -	$ -
SWDP	SWE4000-12UE BLK	24"W X 30"D x 24"H w/Plex Door	Sierra	0	$ 510.40	$ -	$ -	$ -	$ -
CPI		19" rack	Sierra	0	$ 165.00	$ -		$ -	$ -
		1" CMP Inner-Duct	Sierra	0	$ 2.70	$ -		$ -	$ -

		Plywood backboard	Sierra	0	$ 82.50	$ -		$ -	$ -
Wiremold	5507D	Duplex Faceplate cover	Sierra	0	$ 5.50	$ -		$ -	$ -
Wiremold	CM-EPLA	End Plate	Sierra	0	$ 5.50	$ -		$ -	$ -
Wiremold	CM-BL	Blanks	Sierra	0	$ 4.40	$ -		$ -	$ -
Caddy	Caddy	Caddy 425	Sierra	20	$ 15.84	$ 316.80	$ 122.49	$ 25.34	$ 464.63
FTSI	Labor	Protect in place	Sierra	0	$ -	$ -	$ -	$ -	$ -
FTSI	Labor	Project Management	Sierra	1	$ 748.00	$ 748.00	$ 1,130.00	$ 59.84	$ 1,937.84
FTSI	Labor	Engineering and Documentation	Sierra	1	$ 660.00	$ 660.00	$ 339.00	$ 52.80	$ 1,051.80
FTSI	Labor	AS Builts	Sierra	1	$ 660.00	$ 660.00	$ 339.00	$ 52.80	$ 1,051.80
FTSI	Labor	Demobilization and Site Cleanup	Sierra	1	$ 1,100.00	$ 1,100.00	$ 565.00	$ 88.00	$ 1,753.00
FTSI	Labor	Unterminate and Relocate Cables	Sierra	0	$ -	$ -	$ -	$ -	$ -
FTSI	Labor	Install AP	Sierra	51	$ -	$ -	$ 3,745.95	$ -	$ 3,745.95
FTSI	Labor	Relabel	Sierra	0	$ -	$ -	$ -	$ -	$ -
FTSI		36" X 18" Hand Hole with Cover	Sierra	0	$ -	$ -	$ -	$ -	$ -
AT&T	Labor	Network Engineer(s) config of erate gear	Sierra	0	$ -	$ -	$ -	$ -	$ -
					TOTAL	**$ 5,348.80**	**$ 7,881.07**	**$ 427.90**	**$ 13,657.77**

8.00% Sales Tax Applied

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Your world. Delivered.

Santa Ana USD - E-Rate 15/Blended Project
Sierra Middle School Common Core
Cabling Upgrades

Attachment A

Santa Ana Unified School District

Manufacturer	Part Number	Description	Item	Qty	Unit Price	Total Material	Total Labor	Sales Tax	Ext Price
Manufacturer	Part Number	Description	Site	Qty	Unit Price	Total Material	Total Labor	Sales Tax	Ext Price
E Rate Yr.15 Bid Items									
Backbone Cabling									
CommScope		12 Strand MM 50U Indoor/ Outdoor	Sierra	0	$ 1.95	$ -	$ -	$ -	$ -
CommScope		6 Strand MM 50U Indoor/ Outdoor	Sierra	0	$ 0.91	$ -	$ -	$ -	$ -
Corning		Buffer tubes	Sierra	0	$ 17.72	$ -	$ -	$ -	$ -
Carlon		1" CMR Inner-duct	Sierra	0	$ 0.51	$ -	$ -	$ -	$ -
CommScope		25- Pair OSP terminated to 4 25- Pair Protection Blocks, 100 Protector Modu	Sierra	0	$ 1.27	$ -	$ -	$ -	$ -
Commscope		RG11 (3 GHz) coax cable	Sierra	0	$ 0.32	$ -	$ -	$ -	$ -
Trenching			Sierra					$ -	
	Mobilization		Sierra	0	$ 525.00	$ -	$ -	$ -	$ -
	Bachoe with Operator, min 18 1/2" depth, min 1 cu yd front bucket		Sierra	0	$ 45.20	$ -	$ -	$ -	$ -
	Bachoe with Operator, min 18 " wide compaction wheel		Sierra	0	$ 45.20	$ -	$ -	$ -	$ -
	Dump truck with driver		Sierra	0	$ 36.20	$ -	$ -	$ -	$ -
	Above trenching project		Sierra	0	$ -	$ -	$ -	$ -	$ -
Boring			Sierra					$ -	
	Mobilization		Sierra	0	$ 525.00	$ -	$ -	$ -	$ -
	4 runs 500' eqch		Sierra	0	$ 6.20	$ -	$ -	$ -	$ -
	Above trenching project		Sierra	0	$ -	$ -	$ -	$ -	$ -
Pathway/Support			Sierra					$ -	
ERICO	CAT425		Sierra	0	$ 15.12	$ -	$ -	$ -	$ -
WIREMOLD	5400TB	8' Two Compartment Base	Sierra	0	$ 5.25	$ -	$ -	$ -	$ -
NOTE: Price in yellow was $5,587.06 in original Yr.15 bid			Sierra					$ -	
WIREMOLD	5400TC	8' Base Twin Cover	Sierra	0	$ 3.15	$ -	$ -	$ -	$ -
WIREMOLD	5406	Transition Seem Clip	Sierra	0	$ 1.50	$ -	$ -	$ -	$ -
WIREMOLD	5410	End Cap	Sierra	0	$ 4.93	$ -	$ -	$ -	$ -
WIREMOLD	5411FO	Flat 90	Sierra	0	$ 15.09	$ -	$ -	$ -	$ -
WIREMOLD	5410DFO	Entrance Fitting	Sierra	0	$ 17.17	$ -	$ -	$ -	$ -
WIREMOLD	5450	In Line Device Bracket	Sierra	0	$ 9.93	$ -	$ -	$ -	$ -
WIREMOLD	5450A3	Multi Bracket	Sierra	0	$ 13.05	$ -	$ -	$ -	$ -
WIREMOLD	5417FO	Inside 90	Sierra	0	$ 9.62	$ -	$ -	$ -	$ -
	2-GALV		Sierra	0	$ 57.75	$ -	$ -	$ -	$ -
	2-GALV-COUP		Sierra	0	$ 21.48	$ -	$ -	$ -	$ -

HOFFMAN	A12R126		Sierra	0	$ 40.27	$ -	$ -	$ -	$ -
CPI	WA064-WAP		Sierra	0	$ 163.80	$ -	$ -	$ -	$ -
PANDUIT	PZWIFIEW		Sierra	0	$ 163.80	$ -	$ -	$ -	$ -
Horizontal Cable			Sierra					$ -	
Commscope	Media 6	Cat6 CMP Blue Plenum	Sierra	13000	$ 0.32	$ 4,160.00	$ 2,470.00	$ 332.80	$ 6,962.80
Panduit		Wire Wrap Labels	Sierra	102	$ 0.16	$ 16.32	$ 30.60	$ 1.31	$ 48.23
Caddy		J-hook for above t-bar ceiling mount	Sierra	200	$ 3.15	$ 630.00	$ 346.00	$ 50.40	$ 1,026.40
Class Data Drops			Sierra					$ -	
Commscope		Cat6 Jack Black	Sierra	51	$ 5.79	$ 295.29	$ 282.03	$ 23.62	$ 600.94
Commscope		2 Port Faceplate	Sierra	51	$ 1.39	$ 70.89	$ 123.93	$ 5.67	$ 200.49
Commscope		4 Port Faceplate	Sierra	0	$ 1.39	$ -	$ -	$ -	$ -
Commscope		Blank	Sierra	2	$ 15.51	$ 31.02	$ 2.42	$ 2.48	$ 35.92
Commscope		Faceplate Labels	Sierra	51	$ 0.16	$ 8.16	$ 53.04	$ 0.65	$ 61.85
MDF/IDF Termination Hardware			Sierra					$ -	
Commscope		24 Port CAT6 Patch Panel	Sierra	0	$ 155.77	$ -	$ -	$ -	$ -
Commscope		48 Port Cat6 Patch Panel	Sierra	3	$ 285.95	$ 857.85	$ 18.21	$ 68.63	$ 944.69
Commscope		2U Double Sided Wire Mgr	Sierra	0	$ 39.06	$ -	$ -	$ -	$ -
Commscope		2U Single Sided Wire Mgr	Sierra	3	$ 37.80	$ 113.40	$ 18.21	$ 9.07	$ 140.68
Commscope	(Labor)	Terminate Cat6 Cable	Sierra	49	$ -	$ -	$ 148.96	$ -	$ 148.96
Commscope		1U Fiber Enclosure	Sierra	0	$ 138.60	$ -	$ -	$ -	$ -
Commscope		3U Fiber Enclosure	Sierra	0	$ 207.90	$ -	$ -	$ -	$ -
Commscope		12 Strand LC Duplex Panel	Sierra	0	$ 28.73	$ -	$ -	$ -	$ -
Commscope		4U Blank Panel	Sierra	0	$ 23.86	$ -	$ -	$ -	$ -
Commscope		2U Blank Panel	Sierra	0	$ 15.75	$ -	$ -	$ -	$ -
Commscope		1U Blank Panel	Sierra	0	$ 11.93	$ -	$ -	$ -	$ -
Commscope	Fiber connectors	LC, ST, SC MM	Sierra	0	$ 3.30	$ -	$ -	$ -	$ -
		6 leg fan out kits	Sierra	0	$ -	$ -	$ -	$ -	$ -
		12 leg fan out kits	Sierra	0	$ -	$ -	$ -	$ -	$ -
		heat shrink tube	Sierra	0	$ 0.95	$ -	$ -	$ -	$ -
Commscope		Fiber patch cords 1 meter	Sierra	0	$ 20.16	$ -	$ -	$ -	$ -
Commscope		Fiber patch cords 2 meter	Sierra	0	$ 21.42	$ -	$ -	$ -	$ -
Commscope		Fiber patch cords 3 meter	Sierra	0	$ 22.68	$ -	$ -	$ -	$ -
Commscope		Patch Panel Labels	Sierra	0	$ 0.16	$ -	$ -	$ -	$ -
		fiber jumper, duplex	Sierra	0	$ 53.69	$ -	$ -	$ -	$ -
Commscope		Cat6 Patch Cord Blue 3'	Sierra	75	$ 2.71	$ 203.25	$ 157.50	$ 16.26	$ 377.01
Commscope		Cat6 Patch Cord Blue 5'	Sierra	25	$ 3.21	$ 80.25	$ 66.50	$ 6.42	$ 153.17
Commscope		Cat6 Patch Cord Blue 12'	Sierra	0	$ 6.49	$ -	$ -	$ -	$ -
Commscope		Cat6 Patch Cord Blue 25'	Sierra	0	$ 7.88	$ -	$ -	$ -	$ -

IDF Right-Sizing			Sierra					$ -	
	Remove exsiting	Assume 2 techs for 1 day per IDF	Sierra	0	$ 262.50	$ -	$ -	$ -	$ -
	IDF listed below		Sierra		$ 285.95	$ -	$ -	$ -	$ -
MDF/IDF Build-Out			Sierra					$ -	
* SWDP	SWE4000-26UE	24"W x 30"D x 48"H w/ Plex Door	Sierra	0	$ 611.10	$ -	$ -	$ -	$ -
* SWDP	SWE706	Fan	Sierra	0	$ 72.39	$ -	$ -	$ -	$ -
* Chatsworth	11792-725	Swing gate wall rack (73.5"H)	Sierra	0	$ 432.10	$ -	$ -	$ -	$ -
* Chatsworth	11900-724	24"W x 24"D x 24"H Tinted Door	Sierra	0	$ 536.93	$ -	$ -	$ -	$ -
* Chatsworth	M2030-712	M series Megaframe 7' cabinet	Sierra	0	$ 2,273.67	$ -	$ -	$ -	$ -
* B-Line	SB-800-8010930	82 x 20 x30 4 Post Rack	Sierra	0	$ 464.09	$ -	$ -	$ -	$ -
* Velcro		Velcro Tie-wraps	Sierra	2	$ 21.84	$ 43.68	$ 2.42	$ 3.49	$ 49.59
* B-Line	SB-17-12FB	Ladder Rack 10' x 12" Black	Sierra	0	$ 78.52	$ -	$ -	$ -	$ -
* B-Line	SB-213-12KFB	Runaway Wall Support Kit	Sierra	0	$ 38.43	$ -	$ -	$ -	$ -
* B-Line	SB-2113-12FB	Angle Wall Support	Sierra	0	$ 20.30	$ -	$ -	$ -	$ -
* B-Line	SB-2132-12YZN	Rack to Runaway Suppoty	Sierra	0	$ 37.54	$ -	$ -	$ -	$ -
Commscope		LC DUPLEX 2M 50 MICRON JUMPER	Sierra	0	$ 26.25	$ -	$ -	$ -	$ -
* WireMold	2800LB	8' Latch uct Ivory	Sierra	0	$ 1.79	$ -	$ -	$ -	$ -
* WireMold	2886	Drop Ceiling Connector	Sierra	0	$ 1.60	$ -	$ -	$ -	$ -
* WireMold	NM2044	Extra Deep Device Box	Sierra	51	$ 9.47	$ 482.97	$ 273.36	$ 38.64	$ 794.97
*APC	APC Smart- UPS	Uninterrupitble Power Supply	Sierra	0	$ 1,789.20	$ -	$ -	$ -	$ -
*APC	APC Step- Down	Uninterrupitble Power Supply	Sierra	0	$ 730.80	$ -	$ -	$ -	$ -
*APC	APC Smart UPS	Uninterrupitble Power Supply	Sierra	0	$ 748.44	$ -	$ -	$ -	$ -
Cable testing, and cross connections of phone system & paging system			Sierra					$ -	
Labor	Cat6 Testing		Sierra	51	$ -	$ -	$ 171.36	$ -	$ 171.36
Labor	Power meter Fiber		Sierra	0	$ -	$ -	$ -	$ -	$ -
Labor	Physical cross connections of fax, security, and elevator to either new 1MB's or router port		Sierra	0	$ 367.50	$ -	$ -	$ -	$ -
			Sierra			$ -	$ -	$ -	$ -
	PROJECT MANAGEMENT		Sierra	1	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
	ENGINEERING AND DOCUMENTATION		Sierra	0	$ 210.00	$ -	$ -	$ -	$ -
	ASBUILTS		Sierra	0	$ 210.00	$ -	$ -	$ -	$ -
	DEMOBILZATION AND SITE CLEANUP		Sierra	0	$ 525.00	$ -	$ -	$ -	$ -
					TOTAL	**$ 6,993.08**	**$ 6,164.54**	**$ 559.45**	**$ 13,717.07**

8.00% Sales Tax Applied

2/2/15

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SADDLEBACK
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313870	TX 0.000%	PROJECT	1	3	01/27/2015	319-019019A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					313870 CCW SADDLEBACK PARTIAL INVOICE CABLE ONLY		
01	COMMSCOPE MEDIA 6	36000	25000	0	CAT6 CMP BLUE PLENUM	.32	8,000.00
02	PANDUIT	288	200	0	WIRE WRAP LABELS	.16	32.00
03	CADDY	300	300	0	J-HOOK FOR ABOVE T-BAR CEILING MOUNT	3.15	945.00
04	COMMSCOPE	144	100	0	CAT6 JACK BLACK	5.79	579.00
05	COMMSCOPE	144	100	0	2 PORT FACEPLATE	1.39	139.00
06	COMMSCOPE	2	2	0	BLANK	15.51	31.02
07	COMMSCOPE	144	100	0	FACEPLATE LABELS	.16	16.00
08	COMMSCOPE	7	7	0	48 PORT CAT6 PATCH PANEL	285.95	2,001.65
09	COMMSCOPE	9	9	0	2U SINGLE SIDED WIRE MGR	37.80	340.20
10	COMMSCOPE LABOR	144	100	0	TERMINATE CAT6 CABLE	3.04	304.00
11	COMMSCOPE	216	216	0	CAT6 PATCH CORD BLUE 3'	2.71	585.36
12	COMMSCOPE	72	72	0	CAT6 PATCH CORD BLUE 5'	3.21	231.12
13	*VELCRO	2	2	0	VELCRO TIE-WRAPS	21.84	43.68
14	*WIREMOLD NM2044	144	0	0	EXTRA DEEP DEVICE BOX	9.47	0.00
15	LABOR	144	100	0	CAT6 TESTING	3.36	336.00
16	LABOR	1	1	0	PROJECT MANAGEMENT	3,000.00	3,000.00
17	LABOR	1	1	0	LABOR OS	6,976.08	6,976.08

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1657

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SADDLEBACK
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313870	TX 0.000%	PROJECT	2	3	01/27/2015	319-019019A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	PS						
18	LEGRAND 2900L8	100	100	0	2900 WIREMOLD	18.72	1,872.00
19	LEGRAND 2986	70	70	0	DROP CEILING FITTING	1.77	123.90
20	LEGRAND 2906	100	100	0	COUPLING	1.65	165.00
21	LEGRAND 2911	40	40	0	FLAT 90	1.65	66.00
22	LEGRAND 2917	40	40	0	INSIDE 90	2.01	80.40
23	LEGRAND 2918	40	40	0	OUTSIDE 90	2.01	80.40
24	COMMSCOPE 6NF4	2000	2000	0	CAT 6 OUTSIDE PLANT CABLE	.48	960.00
25	HOFFMAN D16148WF	7	4	0	ACCESS POINT ENCLOSURE	192.50	770.00
26	CADDY	20	20	0	CADDY 425	15.84	316.80
27	LABOR	172	104	0	INSTALL AP	73.45	7,638.80
28	LABOR	2	2	0	PROJECT MANAGEMENT	1,130.00	2,260.00
29		2	2	0	PROJECT MANAGEMENT MATERIALS	748.00	1,496.00
30		1	1	0	ENGINEERING & DOCUMENTATION MATERIALS	660.00	660.00
31		1	1	0	AS BUILTS MATERIALS	660.00	660.00
32		2	2	0	DEMO & SITE CLEANUP MATERIALS	1,100.00	2,200.00
33	LABOR	1	1	0	LABOR PS	5,362.87	5,362.87
					CCW SADDLEBACK PARTIAL/CABLE ONLY SAUSD REQ # N/A SALES ORDER 32030837 SITE ID 090		

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SADDLEBACK
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313870	TX 0.000%	PROJECT	3	3	01/27/2015	319-019019A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR SANTA ANA USD 313870/SADDLEBACK 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
48,272.28	1,791.56	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 50,063.84

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1659

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313870-3

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	13248.03	EACH	SADDLEBACK ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$13,248.03
2	4444.5	EACH	SADDLEBACK ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$4,444.50
3	193125.06	EACH	SADDLEBACK ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$193,125.06
4		DOLLAR	SADDLEBACK ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$10,312.08
5		DOLLAR	SADDLEBACK ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$20,277.67
6		DOLLAR	SADDLEBACK ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$21,500.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$279,772.74	**Sub-Total**	$262,907.34
		Tax	$16,865.40
		Total	$279,772.74

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

at&t
Your world. Delivered.

Santa Ana USD - E-Rate 15/Blended Project
Saddleback High School Common Core
Cabling Upgrades

Attachment A

Santa Ana Unified School District

Manufacturer	Part Number	Description	Item	Qty	Unit Price	Total Material	Total Labor	Sales Tax	Ext Price
Manufacturer	**Part Number**	**Description**	**Site**	**Qty**	**Unit Price**	**Total Material**	**Total Labor**	**Sales Tax**	**Ext Price**
E Rate Yr.15 Service Substitution Items									
Legrand	5400TB	Base	Saddleback	0	$ 5.25	$ -	$ -	$ -	$ -
Legrand	5400C	Cover	Saddleback	0	$ 31.14	$ -	$ -	$ -	$ -
Legrand	5406A	Seem Clip	Saddleback	0	$ 1.49	$ -	$ -	$ -	$ -
Legrand	5406	Transition Seem Clip	Saddleback	0	$ 1.50	$ -	$ -	$ -	$ -
Legrand	5450	Device Bracket	Saddleback	0	$ 9.93	$ -	$ -	$ -	$ -
Legrand	5400TWC	wire clip	Saddleback	0	$ 0.65	$ -	$ -	$ -	$ -
Legrand	5410	End Cap	Saddleback	0	$ 4.92	$ -	$ -	$ -	$ -
Legrand	5411FO	Flat 90	Saddleback	0	$ 15.09	$ -	$ -	$ -	$ -
Legrand	5410DFO	Entrance Fitting	Saddleback	0	$ 17.17	$ -	$ -	$ -	$ -
Legrand	5415FO	Flat T	Saddleback	0	$ 18.37	$ -	$ -	$ -	$ -
Legrand	5415	Tee	Saddleback	0	$ 18.37	$ -	$ -	$ -	$ -
Legrand	5507D	Faceplate	Saddleback	0	$ 4.46	$ -	$ -	$ -	$ -
Legrand	NM2044-2	Extra Deep Device Box-Duplex	Saddleback	0	$ 15.93	$ -	$ -	$ -	$ -
Commscope	M106FR2-262	2 port	Saddleback	0	$ 3.03	$ -	$ -	$ -	$ -
Commscope	M106FR4-262	4 port	Saddleback	0	$ 3.03	$ -	$ -	$ -	$ -
Legrand	2900L8	2900 Wiremold	Saddleback	100	$ 18.72	$ 1,872.00	$ 638.45	$ 149.76	$ 2,660.21
Legrand	2986	Drop ceiling fitting	Saddleback	70	$ 1.77	$ 123.90	$ 177.98	$ 9.91	$ 311.79
Legrand	2906	Coupling	Saddleback	100	$ 1.65	$ 165.00	$ 254.25	$ 13.20	$ 432.45
Legrand	2911	flat 90	Saddleback	40	$ 1.65	$ 66.00	$ 101.70	$ 5.28	$ 172.98
Legrand	2917	inside 90	Saddleback	40	$ 2.01	$ 80.40	$ 101.70	$ 6.43	$ 188.53
Legrand	2918	outside 90	Saddleback	40	$ 2.01	$ 80.40	$ 101.70	$ 6.43	$ 188.53
Commscope	6NF4	Cat 6 Outside Plant Cable	Saddleback	2000	$ 0.48	$ 960.00	$ 1,469.00	$ 76.80	$ 2,505.80
		RG6 Plenum	Saddleback	0	$ 0.53	$ -		$ -	$ -
Legrand	5474	5400 to 2800	Saddleback	0	$ 5.86	$ -		$ -	$ -
Commscope	UNC6-BL-7F	Cat6 Patch Cord Blue 7'	Saddleback	0	$ 7.87	$ -		$ -	$ -
CPI		6" Vertical Manager	Saddleback	0	$ 363.00	$ -		$ -	$ -
Southwest		4 foot swing easy	Saddleback	0	$ 510.40	$ -		$ -	$ -
Corning		SM FiberPlenum	Saddleback	0	$ 0.44	$ -		$ -	$ -
Corning		6 port WIC-loaded	Saddleback	0	$ 147.36	$ -	$ -	$ -	$ -
Hoffman	D16148WF	Access Point Enclosure	Saddleback	7	$ 192.50	$ 1,347.50	$ 1,028.30	$ 107.80	$ 2,483.60
SWDP	SWE4000-18UE BLK	24"W X 30"D x 36"H w/Plex Door	Saddleback	0	$ 510.40	$ -	$ -	$ -	$ -
SWDP	SWE4000-12UE BLK	24"W X 30"D x 24"H w/Plex Door	Saddleback	0	$ 510.40	$ -		$ -	$ -
CPI		19" rack	Saddleback	0	$ 165.00	$ -		$ -	$ -
		1" CMP Inner-Duct	Saddleback	0	$ 2.70	$ -		$ -	$ -

		Plywood backboard	Saddleback	0	$ 82.50	$ -		$ -	$ -
Wiremold	5507D	Duplex Faceplate cover	Saddleback	0	$ 5.50	$ -		$ -	$ -
Wiremold	CM-EPLA	End Plate	Saddleback	0	$ 5.50	$ -		$ -	$ -
Wiremold	CM-BL	Blanks	Saddleback	0	$ 4.40	$ -		$ -	$ -
Caddy	Caddy	Caddy 425	Saddleback	20	$ 15.84	$ 316.80	$ 122.49	$ 25.34	$ 464.63
FTSI	Labor	Protect in place	Saddleback	0	$ -	$ -	$ -	$ -	$ -
FTSI	Labor	Project Management	Saddleback	2	$ 748.00	$ 1,496.00	$ 2,260.00	$ 119.68	$ 3,875.68
FTSI	Labor	Engineering and Documentation	Saddleback	1	$ 660.00	$ 660.00	$ 339.00	$ 52.80	$ 1,051.80
FTSI	Labor	AS Builts	Saddleback	1	$ 660.00	$ 660.00	$ 339.00	$ 52.80	$ 1,051.80
FTSI	Labor	Demobilization and Site Cleanup	Saddleback	2	$ 1,100.00	$ 2,200.00	$ 1,130.00	$ 176.00	$ 3,506.00
FTSI	Labor	Unterminate and Relocate Cables	Saddleback	0	$ -	$ -	$ -	$ -	$ -
FTSI	Labor	Install AP	Saddleback	172	$ -	$ -	$ 12,633.40	$ -	$ 12,633.40
FTSI	Labor	Relabel	Saddleback	0	$ -	$ -	$ -	$ -	$ -
FTSI		36" X 18" Hand Hole with Cover	Saddleback	0	$ -	$ -	$ -	$ -	$ -
AT&T	Labor	Network Engineer(s) config of erate gear	Saddleback	0	$ -	$ -	$ -	$ -	$ -
					TOTAL	$ 10,028.00	$ 20,696.97	$ 802.24	$ 31,527.21

8.00% Sales Tax Applied

Santa Ana USD - E-Rate 15/Blended Project
Saddleback High School Common Core
Cabling Upgrades

Attachment A

Manufacturer	Part Number	Description	Item	Qty	Unit Price	Total Material	Total Labor	Sales Tax	Ext Price
Manufacturer	Part Number	Description	Site	Qty	Unit Price	Total Material	Total Labor	Sales Tax	Ext Price
E Rate Yr.15 Bid Items									
Backbone Cabling									
CommScope		12 Strand MM 50U Indoor/ Outdoor	Saddleback	0	$ 1.95	$ -	$ -	$ -	$ -
CommScope		6 Strand MM 50U Indoor/ Outdoor	Saddleback	0	$ 0.91	$ -	$ -	$ -	$ -
Corning		Buffer tubes	Saddleback	0	$ 17.72	$ -	$ -	$ -	$ -
Carlon		1" CMR Inner-duct	Saddleback	0	$ 0.51	$ -	$ -	$ -	$ -
CommScope		25- Pair OSP terminated to 4 25- Pair Protection Blocks, 100 Protector Modu	Saddleback	0	$ 1.27	$ -	$ -	$ -	$ -
Commscope		RG11 (3 GHz) coax cable	Saddleback	0	$ 0.32	$ -	$ -	$ -	$ -
Trenching			Saddleback					$ -	
	Mobilization		Saddleback	0	$ 525.00	$ -	$ -	$ -	$ -
	Bachoe with Operator, min 18 1/2" depth, min 1 cu yd front bucket		Saddleback	0	$ 45.20	$ -	$ -	$ -	$ -
	Bachoe with Operator, min 18 " wide compaction wheel		Saddleback	0	$ 45.20	$ -	$ -	$ -	$ -
	Dump truck with driver		Saddleback	0	$ 36.20	$ -	$ -	$ -	$ -
	Above trenching project		Saddleback	0	$ -	$ -	$ -	$ -	$ -
Boring			Saddleback					$ -	
	Mobilization		Saddleback	0	$ 525.00	$ -	$ -	$ -	$ -
	4 runs 500' eqch		Saddleback	0	$ 6.20	$ -	$ -	$ -	$ -
	Above trenching project		Saddleback	0	$ -	$ -	$ -	$ -	$ -
Pathway/Support			Saddleback					$ -	
ERICO	CAT425		Saddleback	0	$ 15.12	$ -	$ -	$ -	$ -
WIREMOLD	5400TB	8' Two Compartment Base	Saddleback	0	$ 5.25	$ -	$ -	$ -	$ -
NOTE: Price in yellow was $5,587.06 in original Yr.15 bid			Saddleback					$ -	
WIREMOLD	5400TC	8' Base Twin Cover	Saddleback	0	$ 3.15	$ -	$ -	$ -	$ -
WIREMOLD	5406	Transition Seem Clip	Saddleback	0	$ 1.50	$ -	$ -	$ -	$ -
WIREMOLD	5410	End Cap	Saddleback	0	$ 4.93	$ -	$ -	$ -	$ -
WIREMOLD	5411FO	Flat 90	Saddleback	0	$ 15.09	$ -	$ -	$ -	$ -
WIREMOLD	5410DFO	Entrance Fitting	Saddleback	0	$ 17.17	$ -	$ -	$ -	$ -
WIREMOLD	5450	In Line Device Bracket	Saddleback	0	$ 9.93	$ -	$ -	$ -	$ -
WIREMOLD	5450A3	Multi Bracket	Saddleback	0	$ 13.05	$ -	$ -	$ -	$ -
WIREMOLD	5417FO	Inside 90	Saddleback	0	$ 9.62	$ -	$ -	$ -	$ -
	2-GALV		Saddleback	0	$ 57.75	$ -	$ -	$ -	$ -
	2-GALV-COUP		Saddleback	0	$ 21.48	$ -	$ -	$ -	$ -

HOFFMAN	A12R126		Saddleback	0	$ 40.27	$ -	$ -	$ -	$ -
CPI	WA064-WAP		Saddleback	0	$ 163.80	$ -	$ -	$ -	$ -
PANDUIT	PZWIFIEW		Saddleback	0	$ 163.80	$ -	$ -	$ -	$ -
Horizontal Cable			Saddleback					$ -	
Commscope	Media 6	Cat6 CMP Blue Plenum	Saddleback	36000	$ 0.32	$ 11,520.00	$ 6,840.00	$ 921.60	$ 19,281.60
Panduit		Wire Wrap Labels	Saddleback	288	$ 0.16	$ 46.08	$ 86.40	$ 3.69	$ 136.17
Caddy		J-hook for above t-bar ceiling mount	Saddleback	300	$ 3.15	$ 945.00	$ 519.00	$ 75.60	$ 1,539.60
Class Data Drops			Saddleback					$ -	
Commscope		Cat6 Jack Black	Saddleback	144	$ 5.79	$ 833.76	$ 796.32	$ 66.70	$ 1,696.78
Commscope		2 Port Faceplate	Saddleback	144	$ 1.39	$ 200.16	$ 349.92	$ 16.01	$ 566.09
Commscope		4 Port Faceplate	Saddleback	0	$ 1.39	$ -	$ -	$ -	$ -
Commscope		Blank	Saddleback	2	$ 15.51	$ 31.02	$ 2.42	$ 2.48	$ 35.92
Commscope		Faceplate Labels	Saddleback	144	$ 0.16	$ 23.04	$ 149.76	$ 1.84	$ 174.64
MDF/IDF Termination Hardware			Saddleback					$ -	
Commscope		24 Port CAT6 Patch Panel	Saddleback	0	$ 155.77	$ -	$ -	$ -	$ -
Commscope		48 Port Cat6 Patch Panel	Saddleback	7	$ 285.95	$ 2,001.65	$ 42.49	$ 160.13	$ 2,204.27
Commscope		2U Double Sided Wire Mgr	Saddleback	0	$ 39.06	$ -	$ -	$ -	$ -
Commscope		2U Single Sided Wire Mgr	Saddleback	9	$ 37.80	$ 340.20	$ 54.63	$ 27.22	$ 422.05
Commscope	(Labor)	Terminate Cat6 Cable	Saddleback	144	$ -	$ -	$ 437.76	$ -	$ 437.76
Commscope		1U Fiber Enclosure	Saddleback	0	$ 138.60	$ -	$ -	$ -	$ -
Commscope		3U Fiber Enclosure	Saddleback	0	$ 207.90	$ -	$ -	$ -	$ -
Commscope		12 Strand LC Duplex Panel	Saddleback	0	$ 28.73	$ -	$ -	$ -	$ -
Commscope		4U Blank Panel	Saddleback	0	$ 23.86	$ -	$ -	$ -	$ -
Commscope		2U Blank Panel	Saddleback	0	$ 15.75	$ -	$ -	$ -	$ -
Commscope		1U Blank Panel	Saddleback	0	$ 11.93	$ -	$ -	$ -	$ -
Commscope	Fiber connectors	LC, ST, SC MM	Saddleback	0	$ 3.30	$ -	$ -	$ -	$ -
		6 leg fan out kits	Saddleback	0	$ -	$ -	$ -	$ -	$ -
		12 leg fan out kits	Saddleback	0	$ -	$ -	$ -	$ -	$ -
		heat shrink tube	Saddleback	0	$ 0.95	$ -	$ -	$ -	$ -
Commscope		Fiber patch cords 1 meter	Saddleback	0	$ 20.16	$ -	$ -	$ -	$ -
Commscope		Fiber patch cords 2 meter	Saddleback	0	$ 21.42	$ -	$ -	$ -	$ -
Commscope		Fiber patch cords 3 meter	Saddleback	0	$ 22.68	$ -	$ -	$ -	$ -
Commscope		Patch Panel Labels	Saddleback	0	$ 0.16	$ -	$ -	$ -	$ -
		fiber jumper, duplex	Saddleback	0	$ 53.69	$ -	$ -	$ -	$ -
Commscope		Cat6 Patch Cord Blue 3'	Saddleback	216	$ 2.71	$ 585.36	$ 453.60	$ 46.83	$ 1,085.79
Commscope		Cat6 Patch Cord Blue 5'	Saddleback	72	$ 3.21	$ 231.12	$ 191.52	$ 18.49	$ 441.13
Commscope		Cat6 Patch Cord Blue 12'	Saddleback	0	$ 6.49	$ -	$ -	$ -	$ -
Commscope		Cat6 Patch Cord Blue 25'	Saddleback	0	$ 7.88	$ -	$ -	$ -	$ -

IDF Right-Sizing			Saddleback					$ -	
	Remove exsiting	Assume 2 techs for 1 day per IDF	Saddleback	0	$ 262.50	$ -	$ -	$ -	$ -
	IDF listed below		Saddleback		$ 285.95	$ -	$ -	$ -	$ -
MDF/IDF Build-Out			Saddleback					$ -	
* SWDP	SWE4000-26UE	24"W x 30"D x 48"H w/ Plex Door	Saddleback	0	$ 611.10	$ -	$ -	$ -	$ -
* SWDP	SWE706	Fan	Saddleback	0	$ 72.39	$ -	$ -	$ -	$ -
* Chatsworth	11792-725	Swing gate wall rack (73.5"H)	Saddleback	0	$ 432.10	$ -	$ -	$ -	$ -
* Chatsworth	11900-724	24"W x 24"D x 24"H Tinted Door	Saddleback	0	$ 536.93	$ -	$ -	$ -	$ -
* Chatsworth	M2030-712	M series Megaframe 7' cabinet	Saddleback	0	$ 2,273.67	$ -	$ -	$ -	$ -
* B-Line	SB-800-8010930	82 x 20 x30 4 Post Rack	Saddleback	0	$ 464.09	$ -	$ -	$ -	$ -
* Velcro		Velcro Tie-wraps	Saddleback	2	$ 21.84	$ 43.68	$ 2.42	$ 3.49	$ 49.59
* B-Line	SB-17-12FB	Ladder Rack 10' x 12" Black	Saddleback	0	$ 78.52	$ -	$ -	$ -	$ -
* B-Line	SB-213-12KFB	Runaway Wall Support Kit	Saddleback	0	$ 38.43	$ -	$ -	$ -	$ -
* B-Line	SB-2113-12FB	Angle Wall Support	Saddleback	0	$ 20.30	$ -	$ -	$ -	$ -
* B-Line	SB-2132-12YZN	Rack to Runaway Suppoty	Saddleback	0	$ 37.54	$ -	$ -	$ -	$ -
Comscope		LC DUPLEX 2M 50 MICRON JUMPER	Saddleback	0	$ 26.25	$ -	$ -	$ -	$ -
* WireMold	2800LB	8' Latch uct Ivory	Saddleback	0	$ 1.79	$ -	$ -	$ -	$ -
* WireMold	2886	Drop Ceiling Connector	Saddleback	0	$ 1.60	$ -	$ -	$ -	$ -
* WireMold	NM2044	Extra Deep Device Box	Saddleback	144	$ 9.47	$ 1,363.68	$ 771.84	$ 109.09	$ 2,244.61
*APC	APC Smart- UPS	Uninterrupitble Power Supply	Saddleback	0	$ 1,789.20	$ -	$ -	$ -	$ -
*APC	APC Step- Down	Uninterrupitble Power Supply	Saddleback	0	$ 730.80	$ -	$ -	$ -	$ -
*APC	APC Smart UPS	Uninterrupitble Power Supply	Saddleback	0	$ 748.44	$ -	$ -	$ -	$ -
Cable testing, and cross connections of phone system & paging system			Saddleback					$ -	
Labor	Cat6 Testing		Saddleback	144	$ -	$ -	$ 483.84	$ -	$ 483.84
Labor	Power meter Fiber		Saddleback	0	$ -	$ -	$ -	$ -	$ -
Labor	Physical cross connections of fax, security, and elevator to either new 1MB's or router port		Saddleback	0	$ 367.50	$ -	$ -	$ -	$ -
			Saddleback			$ -	$ -	$ -	$ -
	PROJECT MANAGEMENT		Saddleback	1	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
	ENGINEERING AND DOCUMENTATION		Saddleback	0	$ 210.00	$ -	$ -	$ -	$ -
	ASBUILTS		Saddleback	0	$ 210.00	$ -	$ -	$ -	$ -
	DEMOBILZATION AND SITE CLEANUP		Saddleback	0	$ 525.00	$ -	$ -	$ -	$ -
					TOTAL	**$ 18,164.75**	**$ 14,181.92**	**$ 1,453.18**	**$ 33,799.85**

8.00% Sales Tax Applied

84 202625

NON-NEGOTIABLE

Payment Date:Feb 4, 2015

AREY JONES EDUCATIONAL SOLUTIONS

Vendor #:104023

Invoice: 0118856-IN

Invoice Date: Jan 27, 2015

***2,317,919.56

Check Number: 84202625

Total: *** 2,317,919.56

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE DOCUCHECK™ WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.

84 202625

Two Million Three Hundred Seventeen Thousand Nine Hundred Nineteen Dollars And Fifty-Six Cents**********

56-382
412
9600058619

Security Protect
PRESS, RUB, OR BREATHE HERE. RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.

84202625 Feb 4, 2015

Pay To The Order of

AREY JONES EDUCATIONAL SOLUTIONS
PO BOX 507404
SAN DIEGO,CA 92150 7404
US

FUND

D01

AMOUNT

*****2,317,919.56

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84202625⑈ ⑆041203824⑆ 9600058619⑈

INVOICE

2/12/15

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
QUOTE# CTH14-136						
K4J87UA#ABA	EACH	6,430	6,430	0	277.50	1,784,325.00
HP Chromebook 11 G3 - 11.6" -			WHSE: 007			
SERIAL DISTRIBUTION:		5CD44684YT	5CD44684YZ		5CD44684ZW	
SERIAL DISTRIBUTION:		5CD446850F	5CD446851M		5CD4468521	
SERIAL DISTRIBUTION:		5CD4468523	5CD446852F		5CD446852V	
SERIAL DISTRIBUTION:		5CD446853N	5CD4468540		5CD446854B	
SERIAL DISTRIBUTION:		5CD446854C	5CD446854G		5CD4468552	
SERIAL DISTRIBUTION:		5CD4468558	5CD446855D		5CD446855W	
SERIAL DISTRIBUTION:		5CD446856P	5CD446856W		5CD4468577	
SERIAL DISTRIBUTION:		5CD446857K	5CD446857W		5CD4468583	
SERIAL DISTRIBUTION:		5CD446858H	5CD446858L		5CD446858M	
SERIAL DISTRIBUTION:		5CD4468590	5CD4468595		5CD4468598	
SERIAL DISTRIBUTION:		5CD446859H	5CD446859Q		5CD446859W	
SERIAL DISTRIBUTION:		5CD44685B3	5CD44685BH		5CD44685BW	
SERIAL DISTRIBUTION:		5CD44685C1	5CD44685CC		5CD44685CD	
SERIAL DISTRIBUTION:		5CD44685CQ	5CD44685CR		5CD44685DJ	
SERIAL DISTRIBUTION:		5CD44685DV	5CD44685F7		5CD44685FB	
SERIAL DISTRIBUTION:		5CD44685FM	5CD44685FY		5CD44685G3	
SERIAL DISTRIBUTION:		5CD44685GS	5CD44685GX		5CD44685HW	
SERIAL DISTRIBUTION:		5CD44685J6	5CD44685J9		5CD44685JG	
SERIAL DISTRIBUTION:		5CD44685JJ	5CD44685JK		5CD44685JM	
SERIAL DISTRIBUTION:		5CD44685JQ	5CD44685JT		5CD44685K1	
SERIAL DISTRIBUTION:		5CD44685K4	5CD44685K7		5CD44685KB	
SERIAL DISTRIBUTION:		5CD44685KF	5CD44685KJ		5CD44685KV	
SERIAL DISTRIBUTION:		5CD44685KX	5CD44685L4		5CD44685LS	
SERIAL DISTRIBUTION:		5CD44685LT	5CD44685MT		5CD44685P2	
SERIAL DISTRIBUTION:		5CD44685P4	5CD44685PD		5CD44685PM	
SERIAL DISTRIBUTION:		5CD44685PY	5CD44685QQ		5CD44685QX	
SERIAL DISTRIBUTION:		5CD44685R0	5CD44685R7		5CD44685R8	
SERIAL DISTRIBUTION:		5CD44685RL	5CD44685SB		5CD44685SD	
SERIAL DISTRIBUTION:		5CD44685T3	5CD44685VH		5CD44685VL	
SERIAL DISTRIBUTION:		5CD44685VX	5CD44685VY		5CD44685W0	
SERIAL DISTRIBUTION:		5CD44685W5	5CD44685W9		5CD44685X1	
SERIAL DISTRIBUTION:		5CD44685X3	5CD44685XZ		5CD44685Y3	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44685Y4	5CD44685YG		5CD44685YP	
SERIAL DISTRIBUTION:		5CD44685YQ	5CD44685YR		5CD44685Z6	
SERIAL DISTRIBUTION:		5CD44685ZD	5CD44685ZT		5CD44685ZY	
SERIAL DISTRIBUTION:		5CD4468608	5CD446860M		5CD446860P	
SERIAL DISTRIBUTION:		5CD4468613	5CD4468615		5CD4468618	
SERIAL DISTRIBUTION:		5CD446861R	5CD446861X		5CD4468624	
SERIAL DISTRIBUTION:		5CD446862J	5CD4468637		5CD446863H	
SERIAL DISTRIBUTION:		5CD446863J	5CD446863L		5CD446863N	
SERIAL DISTRIBUTION:		5CD446864P	5CD4468658		5CD446865D	
SERIAL DISTRIBUTION:		5CD446865F	5CD446865V		5CD446866B	
SERIAL DISTRIBUTION:		5CD446866D	5CD4471WBG		5CD4471WBJ	
SERIAL DISTRIBUTION:		5CD4471WBP	5CD4471WBQ		5CD4471WBR	
SERIAL DISTRIBUTION:		5CD4471WBS	5CD4471WBT		5CD4471WBW	
SERIAL DISTRIBUTION:		5CD4471WBX	5CD4471WBZ		5CD4471WC1	
SERIAL DISTRIBUTION:		5CD4471WC3	5CD4471WC4		5CD4471WC5	
SERIAL DISTRIBUTION:		5CD4471WC6	5CD4471WC7		5CD4471WC8	
SERIAL DISTRIBUTION:		5CD4471WCB	5CD4471WCC		5CD4471WCD	
SERIAL DISTRIBUTION:		5CD4471WCJ	5CD4471WCK		5CD4471WCL	
SERIAL DISTRIBUTION:		5CD4471WCM	5CD4471WCN		5CD4471WCP	
SERIAL DISTRIBUTION:		5CD4471WCQ	5CD4471WCS		5CD4471WCT	
SERIAL DISTRIBUTION:		5CD4471WCV	5CD4471WCW		5CD4471WCX	
SERIAL DISTRIBUTION:		5CD4471WCY	5CD4471WCZ		5CD4471WD0	
SERIAL DISTRIBUTION:		5CD4471WD3	5CD4471WD6		5CD4471WD7	
SERIAL DISTRIBUTION:		5CD4471WD8	5CD4471WD9		5CD4471WDB	
SERIAL DISTRIBUTION:		5CD4471WDD	5CD4471WDF		5CD4471WDH	
SERIAL DISTRIBUTION:		5CD4471WDK	5CD4471WDL		5CD4471WDM	
SERIAL DISTRIBUTION:		5CD4471WDN	5CD4471WDP		5CD4471WDQ	
SERIAL DISTRIBUTION:		5CD4471WDR	5CD4471WDS		5CD4471WDT	
SERIAL DISTRIBUTION:		5CD4471WDW	5CD4471WF0		5CD4471WF1	
SERIAL DISTRIBUTION:		5CD4471WF3	5CD4471WF7		5CD4471WF8	
SERIAL DISTRIBUTION:		5CD4471WFD	5CD4471WFK		5CD4471WFN	
SERIAL DISTRIBUTION:		5CD4471WFV	5CD4471WFX		5CD4471WG6	
SERIAL DISTRIBUTION:		5CD4471WGF	5CD4471WGJ		5CD4471WGN	
SERIAL DISTRIBUTION:		5CD4471WGY	5CD4471WH2		5CD4471WH7	
SERIAL DISTRIBUTION:		5CD4471WHP	5CD4471WHX		5CD4471WHZ	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4471WJ6	5CD4471WJ8		5CD4471WJQ	
SERIAL DISTRIBUTION:		5CD4471WJV	5CD4471WK0		5CD4471WKS	
SERIAL DISTRIBUTION:		5CD4471WL1	5CD4471WL3		5CD4471WL4	
SERIAL DISTRIBUTION:		5CD4471WL6	5CD4471WL8		5CD4471WL9	
SERIAL DISTRIBUTION:		5CD4471WLB	5CD4471WLC		5CD4471WLZ	
SERIAL DISTRIBUTION:		5CD4471WM2	5CD4471WM3		5CD4471WM4	
SERIAL DISTRIBUTION:		5CD4471WM5	5CD4471WMJ		5CD4471WMS	
SERIAL DISTRIBUTION:		5CD4471WMT	5CD4471WMV		5CD4471WMW	
SERIAL DISTRIBUTION:		5CD4471WMY	5CD4471WN2		5CD4471WN8	
SERIAL DISTRIBUTION:		5CD4471WP6	5CD4471WP7		5CD4471WPH	
SERIAL DISTRIBUTION:		5CD4471WQJ	5CD4471WQK		5CD4471WQP	
SERIAL DISTRIBUTION:		5CD4471WR7	5CD4471WRP		5CD4471WRW	
SERIAL DISTRIBUTION:		5CD4471WRZ	5CD4471WS9		5CD4471WT8	
SERIAL DISTRIBUTION:		5CD4471WT9	5CD4471WTB		5CD4471WTC	
SERIAL DISTRIBUTION:		5CD4471WTD	5CD4471WTH		5CD4471WTT	
SERIAL DISTRIBUTION:		5CD4471WTX	5CD4471WV0		5CD4471WV9	
SERIAL DISTRIBUTION:		5CD4471WVL	5CD4471WVX		5CD4471WW0	
SERIAL DISTRIBUTION:		5CD4471WW6	5CD4471WWN		5CD4471WWQ	
SERIAL DISTRIBUTION:		5CD4471WWR	5CD4471WWT		5CD4471WX0	
SERIAL DISTRIBUTION:		5CD4471WX2	5CD4471WX3		5CD4471WXR	
SERIAL DISTRIBUTION:		5CD4471WYR	5CD4471WYS		5CD4471WYT	
SERIAL DISTRIBUTION:		5CD4471WYV	5CD4471WYW		5CD4471WYX	
SERIAL DISTRIBUTION:		5CD4471WYY	5CD4471WYZ		5CD4471WZ0	
SERIAL DISTRIBUTION:		5CD4471WZ1	5CD4471WZ2		5CD4471WZ3	
SERIAL DISTRIBUTION:		5CD4471WZ4	5CD4471WZ5		5CD4471WZ6	
SERIAL DISTRIBUTION:		5CD4471WZ7	5CD4471WZ8		5CD4471WZ9	
SERIAL DISTRIBUTION:		5CD4471WZB	5CD4471WZC		5CD4471WZD	
SERIAL DISTRIBUTION:		5CD4471WZF	5CD4471WZG		5CD4471WZH	
SERIAL DISTRIBUTION:		5CD4471WZK	5CD4471WZL		5CD4471WZM	
SERIAL DISTRIBUTION:		5CD4471WZN	5CD4471WZP		5CD4471WZV	
SERIAL DISTRIBUTION:		5CD4471WZX	5CD4471WZY		5CD4471X00	
SERIAL DISTRIBUTION:		5CD4471X01	5CD4471X05		5CD4471X07	
SERIAL DISTRIBUTION:		5CD4471X08	5CD4471X09		5CD4471X0B	
SERIAL DISTRIBUTION:		5CD4471X0C	5CD4471X0F		5CD4471X0G	
SERIAL DISTRIBUTION:		5CD4471X0H	5CD4471X0K		5CD4471X0L	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4471X0M	5CD4471X0N		5CD4471X0P	
SERIAL DISTRIBUTION:		5CD4471X0Q	5CD4471X0R		5CD4471X0S	
SERIAL DISTRIBUTION:		5CD4471X0T	5CD4471X0V		5CD4471X0W	
SERIAL DISTRIBUTION:		5CD4471X0X	5CD4471X0Y		5CD4471X0Z	
SERIAL DISTRIBUTION:		5CD4471X11	5CD4471X12		5CD4471X13	
SERIAL DISTRIBUTION:		5CD4471X14	5CD4471X15		5CD4471X16	
SERIAL DISTRIBUTION:		5CD4471X17	5CD4471X19		5CD4471X1B	
SERIAL DISTRIBUTION:		5CD4471X1D	5CD4471X1F		5CD4471X1G	
SERIAL DISTRIBUTION:		5CD4471X1H	5CD4471X1J		5CD4471X1K	
SERIAL DISTRIBUTION:		5CD4471X1L	5CD4471X1N		5CD4471X1P	
SERIAL DISTRIBUTION:		5CD4471X1Q	5CD4471X1R		5CD4471X1S	
SERIAL DISTRIBUTION:		5CD4471X1T	5CD4471X1V		5CD4471X1W	
SERIAL DISTRIBUTION:		5CD4471X1X	5CD4471X1Y		5CD4471X20	
SERIAL DISTRIBUTION:		5CD4471X21	5CD4471X22		5CD4471X24	
SERIAL DISTRIBUTION:		5CD4471X25	5CD4471X26		5CD4471X27	
SERIAL DISTRIBUTION:		5CD4471X28	5CD4471X29		5CD4471X2B	
SERIAL DISTRIBUTION:		5CD4471X2C	5CD4471X2D		5CD4471X2G	
SERIAL DISTRIBUTION:		5CD4471X2J	5CD4471X2K		5CD4471X2L	
SERIAL DISTRIBUTION:		5CD4471X2N	5CD4471X2P		5CD4471X2Q	
SERIAL DISTRIBUTION:		5CD4471X2R	5CD4471X2S		5CD4471X2T	
SERIAL DISTRIBUTION:		5CD4471X2W	5CD4471X2X		5CD4471X2Y	
SERIAL DISTRIBUTION:		5CD4471X2Z	5CD4471X30		5CD4471X31	
SERIAL DISTRIBUTION:		5CD4471X32	5CD4471X33		5CD4471X35	
SERIAL DISTRIBUTION:		5CD4471X36	5CD4471X37		5CD4471X38	
SERIAL DISTRIBUTION:		5CD4471X3B	5CD4471X3C		5CD4471X3D	
SERIAL DISTRIBUTION:		5CD4471X3F	5CD4471X3G		5CD4471X3H	
SERIAL DISTRIBUTION:		5CD4471X3J	5CD4471X3K		5CD4471X3L	
SERIAL DISTRIBUTION:		5CD4471X3M	5CD4471X3N		5CD4471X3P	
SERIAL DISTRIBUTION:		5CD4471X3Q	5CD4471X3R		5CD4471X3S	
SERIAL DISTRIBUTION:		5CD4471X3T	5CD4471X3V		5CD4471X3W	
SERIAL DISTRIBUTION:		5CD4471X3X	5CD4471X3Y		5CD4471X3Z	
SERIAL DISTRIBUTION:		5CD4471X40	5CD4471X41		5CD4471X43	
SERIAL DISTRIBUTION:		5CD4471X44	5CD4471X45		5CD4471X46	
SERIAL DISTRIBUTION:		5CD4471X47	5CD4471X48		5CD4471X49	
SERIAL DISTRIBUTION:		5CD4471X4B	5CD4471X4C		5CD4471X4D	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4471X4F	5CD4471X4G		5CD4471X4H	
SERIAL DISTRIBUTION:		5CD4471X4J	5CD4471X4K		5CD4471X4L	
SERIAL DISTRIBUTION:		5CD4471X4M	5CD4471X4N		5CD4471X4P	
SERIAL DISTRIBUTION:		5CD4471X4Q	5CD4471X4R		5CD4471X4S	
SERIAL DISTRIBUTION:		5CD4471X4T	5CD4471X4V		5CD4471X4W	
SERIAL DISTRIBUTION:		5CD4471X4X	5CD4471X4Y		5CD4471X4Z	
SERIAL DISTRIBUTION:		5CD4471X50	5CD4471X51		5CD4471X52	
SERIAL DISTRIBUTION:		5CD4471X53	5CD4471X54		5CD4471X55	
SERIAL DISTRIBUTION:		5CD4471X56	5CD4471X57		5CD4471X58	
SERIAL DISTRIBUTION:		5CD4471X59	5CD4471X5B		5CD4471X5C	
SERIAL DISTRIBUTION:		5CD4471X5D	5CD4471X5F		5CD4471X5G	
SERIAL DISTRIBUTION:		5CD4471X5H	5CD4471X5J		5CD4471X5K	
SERIAL DISTRIBUTION:		5CD4471X5L	5CD4471X5M		5CD4471X5N	
SERIAL DISTRIBUTION:		5CD4471X5P	5CD4471X5Q		5CD4471X5R	
SERIAL DISTRIBUTION:		5CD4471X5S	5CD4471X5T		5CD4471X5V	
SERIAL DISTRIBUTION:		5CD4471X5W	5CD4471X5X		5CD4471X5Y	
SERIAL DISTRIBUTION:		5CD4471X5Z	5CD4471X60		5CD4471X61	
SERIAL DISTRIBUTION:		5CD4471X62	5CD4471X63		5CD4471X64	
SERIAL DISTRIBUTION:		5CD4471X65	5CD4471X66		5CD4471X67	
SERIAL DISTRIBUTION:		5CD4471X68	5CD4471X69		5CD4471X6B	
SERIAL DISTRIBUTION:		5CD4471X6C	5CD4471X6D		5CD4471X6F	
SERIAL DISTRIBUTION:		5CD4471X6G	5CD4471X6H		5CD4471X6J	
SERIAL DISTRIBUTION:		5CD4471X6K	5CD4471X6L		5CD4471X6M	
SERIAL DISTRIBUTION:		5CD4471X6N	5CD4471X6P		5CD4471X6Q	
SERIAL DISTRIBUTION:		5CD4471X6R	5CD4471X6S		5CD4471X6T	
SERIAL DISTRIBUTION:		5CD4471X6V	5CD4471X6W		5CD4471X6X	
SERIAL DISTRIBUTION:		5CD4471X6Y	5CD4471X6Z		5CD4471X70	
SERIAL DISTRIBUTION:		5CD4471X71	5CD4471X72		5CD4471X73	
SERIAL DISTRIBUTION:		5CD4471X74	5CD4471X75		5CD4471X76	
SERIAL DISTRIBUTION:		5CD4471X77	5CD4471X78		5CD4471X79	
SERIAL DISTRIBUTION:		5CD4471X7B	5CD4471X7C		5CD4471X7D	
SERIAL DISTRIBUTION:		5CD4471X7F	5CD4471X7G		5CD4471X7H	
SERIAL DISTRIBUTION:		5CD4471X7J	5CD4471X7K		5CD4471X7L	
SERIAL DISTRIBUTION:		5CD4471X7M	5CD4471X7N		5CD4471X7P	
SERIAL DISTRIBUTION:		5CD4471X7Q	5CD4471X7R		5CD4471X7S	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4471X7T	5CD4471X7V		5CD4471X7W	
SERIAL DISTRIBUTION:		5CD4471X7X	5CD4471X7Y		5CD4471X7Z	
SERIAL DISTRIBUTION:		5CD4471X80	5CD4471X81		5CD4471X82	
SERIAL DISTRIBUTION:		5CD4471X83	5CD4471X84		5CD4471X85	
SERIAL DISTRIBUTION:		5CD4471X86	5CD4471X87		5CD4471X88	
SERIAL DISTRIBUTION:		5CD4471X89	5CD4471X8B		5CD4471X8C	
SERIAL DISTRIBUTION:		5CD4471X8D	5CD4471X8F		5CD4471X8G	
SERIAL DISTRIBUTION:		5CD4471X8H	5CD4471X8J		5CD4471X8K	
SERIAL DISTRIBUTION:		5CD4471X8L	5CD4471X8M		5CD4471X8N	
SERIAL DISTRIBUTION:		5CD4471X8P	5CD4471X8Q		5CD4471X8R	
SERIAL DISTRIBUTION:		5CD4471X8S	5CD4471X8T		5CD4471X8V	
SERIAL DISTRIBUTION:		5CD4471X8W	5CD4471X8X		5CD4471X8Y	
SERIAL DISTRIBUTION:		5CD4471X8Z	5CD4471X90		5CD4471X92	
SERIAL DISTRIBUTION:		5CD4471X93	5CD4471X94		5CD4471X95	
SERIAL DISTRIBUTION:		5CD4471X96	5CD4471X97		5CD4471X98	
SERIAL DISTRIBUTION:		5CD4471X99	5CD4471X9B		5CD4471X9C	
SERIAL DISTRIBUTION:		5CD4471X9D	5CD4471X9F		5CD4471X9G	
SERIAL DISTRIBUTION:		5CD4471X9H	5CD4471X9J		5CD4471X9K	
SERIAL DISTRIBUTION:		5CD4471X9L	5CD4471X9M		5CD4471X9N	
SERIAL DISTRIBUTION:		5CD4471X9P	5CD4471X9Q		5CD4471X9R	
SERIAL DISTRIBUTION:		5CD4471X9S	5CD4471X9T		5CD4471X9V	
SERIAL DISTRIBUTION:		5CD4471X9W	5CD4471X9X		5CD4471X9Y	
SERIAL DISTRIBUTION:		5CD4471X9Z	5CD4471XB0		5CD4471XB1	
SERIAL DISTRIBUTION:		5CD4471XB2	5CD4471XB3		5CD4471XB4	
SERIAL DISTRIBUTION:		5CD4471XB5	5CD4471XB6		5CD4471XB7	
SERIAL DISTRIBUTION:		5CD4471XB8	5CD4471XB9		5CD4471XBB	
SERIAL DISTRIBUTION:		5CD4471XBC	5CD4471XBD		5CD4471XBF	
SERIAL DISTRIBUTION:		5CD4471XBG	5CD4471XBH		5CD4471XBJ	
SERIAL DISTRIBUTION:		5CD4471XBK	5CD4471XBL		5CD4471XBM	
SERIAL DISTRIBUTION:		5CD4471XBN	5CD4471XBP		5CD4471XBQ	
SERIAL DISTRIBUTION:		5CD4471XBR	5CD4471XBS		5CD4471XBT	
SERIAL DISTRIBUTION:		5CD4471XBV	5CD4471XBW		5CD4471XBX	
SERIAL DISTRIBUTION:		5CD4471XBY	5CD4471XBZ		5CD4471XC0	
SERIAL DISTRIBUTION:		5CD4471XC1	5CD4471XC2		5CD4471XC3	
SERIAL DISTRIBUTION:		5CD4471XC4	5CD4471XC5		5CD4471XC6	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

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SHIP TO:
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WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4471XC7	5CD4471XC8		5CD4471XC9	
SERIAL DISTRIBUTION:		5CD4471XCB	5CD4471XCC		5CD4471XCD	
SERIAL DISTRIBUTION:		5CD4471XCF	5CD4471XCG		5CD4471XCH	
SERIAL DISTRIBUTION:		5CD4471XCJ	5CD4471XCK		5CD4471XCL	
SERIAL DISTRIBUTION:		5CD4471XCM	5CD4471XCN		5CD4471XCP	
SERIAL DISTRIBUTION:		5CD4471XCQ	5CD4471XCR		5CD4471XCS	
SERIAL DISTRIBUTION:		5CD4471XCT	5CD4471XCV		5CD4471XCW	
SERIAL DISTRIBUTION:		5CD4471XCX	5CD4471XCY		5CD4471XD0	
SERIAL DISTRIBUTION:		5CD4471XD1	5CD4471XD2		5CD4471XD3	
SERIAL DISTRIBUTION:		5CD4471XD4	5CD4471XD5		5CD4471XD6	
SERIAL DISTRIBUTION:		5CD4471XD7	5CD4471XD8		5CD4471XD9	
SERIAL DISTRIBUTION:		5CD4471XDB	5CD4471XDC		5CD4471XDD	
SERIAL DISTRIBUTION:		5CD4471XDF	5CD4471XDG		5CD4471XDH	
SERIAL DISTRIBUTION:		5CD4471XDJ	5CD4471XDK		5CD4471XDL	
SERIAL DISTRIBUTION:		5CD4471XDM	5CD4471XDN		5CD4471XDP	
SERIAL DISTRIBUTION:		5CD4471XDQ	5CD4471XDR		5CD4471XDS	
SERIAL DISTRIBUTION:		5CD4471XDT	5CD4471XDV		5CD4471XDW	
SERIAL DISTRIBUTION:		5CD4471XDX	5CD4471XDY		5CD4471XDZ	
SERIAL DISTRIBUTION:		5CD4471XF0	5CD4471XF1		5CD4471XF2	
SERIAL DISTRIBUTION:		5CD4471XF3	5CD4471XF4		5CD4471XF5	
SERIAL DISTRIBUTION:		5CD4471XF6	5CD4471XF7		5CD4471XF8	
SERIAL DISTRIBUTION:		5CD4471XF9	5CD4471XFB		5CD4471XFC	
SERIAL DISTRIBUTION:		5CD4471XFD	5CD4471XFF		5CD4471XFG	
SERIAL DISTRIBUTION:		5CD4471XFH	5CD4471XFJ		5CD4471XFK	
SERIAL DISTRIBUTION:		5CD4471XFL	5CD4471XFM		5CD4471XFN	
SERIAL DISTRIBUTION:		5CD4471XFP	5CD4471XFQ		5CD4471XFR	
SERIAL DISTRIBUTION:		5CD4471XFS	5CD4471XFT		5CD4471XFV	
SERIAL DISTRIBUTION:		5CD4471XFW	5CD4471XFX		5CD4471XFZ	
SERIAL DISTRIBUTION:		5CD4471XG0	5CD4471XG1		5CD4471XG2	
SERIAL DISTRIBUTION:		5CD4471XG3	5CD4471XG4		5CD4471XG5	
SERIAL DISTRIBUTION:		5CD4471XG6	5CD4471XG7		5CD4471XG8	
SERIAL DISTRIBUTION:		5CD4471XG9	5CD4471XGB		5CD4471XGC	
SERIAL DISTRIBUTION:		5CD4471XGD	5CD4471XGF		5CD4471XGG	
SERIAL DISTRIBUTION:		5CD4471XGH	5CD4471XGJ		5CD4471XGK	
SERIAL DISTRIBUTION:		5CD4471XGL	5CD4471XGM		5CD4471XGN	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4471XGP	5CD4471XGQ		5CD4471XGR	
SERIAL DISTRIBUTION:		5CD4471XGS	5CD4471XGT		5CD4471XGV	
SERIAL DISTRIBUTION:		5CD4471XGW	5CD4471XGX		5CD4471XGY	
SERIAL DISTRIBUTION:		5CD4471XGZ	5CD4471XH0		5CD4471XH1	
SERIAL DISTRIBUTION:		5CD4471XH2	5CD4471XH4		5CD4471XH5	
SERIAL DISTRIBUTION:		5CD4471XH6	5CD4471XH7		5CD4471XH8	
SERIAL DISTRIBUTION:		5CD4471XH9	5CD4471XHB		5CD4471XHC	
SERIAL DISTRIBUTION:		5CD4471XHD	5CD4471XHF		5CD4471XHG	
SERIAL DISTRIBUTION:		5CD4471XHH	5CD4471XHJ		5CD4471XHK	
SERIAL DISTRIBUTION:		5CD4471XHL	5CD4471XHM		5CD4471XHN	
SERIAL DISTRIBUTION:		5CD4471XHP	5CD4471XHQ		5CD4471XHR	
SERIAL DISTRIBUTION:		5CD4471XHS	5CD4471XHT		5CD4471XHV	
SERIAL DISTRIBUTION:		5CD4471XHW	5CD4471XHX		5CD4471XHY	
SERIAL DISTRIBUTION:		5CD4471XHZ	5CD4471XJ0		5CD4471XJ1	
SERIAL DISTRIBUTION:		5CD4471XJ2	5CD4471XJ3		5CD4471XJ4	
SERIAL DISTRIBUTION:		5CD4471XJ5	5CD4471XJ6		5CD4471XJ7	
SERIAL DISTRIBUTION:		5CD4471XJ8	5CD4471XJ9		5CD4471XJB	
SERIAL DISTRIBUTION:		5CD4471XJC	5CD4471XJD		5CD4471XJF	
SERIAL DISTRIBUTION:		5CD4471XJG	5CD4471XJH		5CD4471XJJ	
SERIAL DISTRIBUTION:		5CD4471XJK	5CD4471XJL		5CD4471XJM	
SERIAL DISTRIBUTION:		5CD4471XJN	5CD4471XJP		5CD4471XJQ	
SERIAL DISTRIBUTION:		5CD4471XJR	5CD4471XJS		5CD4471XJT	
SERIAL DISTRIBUTION:		5CD4471XJV	5CD4471XJW		5CD4471XJY	
SERIAL DISTRIBUTION:		5CD4471XJZ	5CD4471XK0		5CD4471XK1	
SERIAL DISTRIBUTION:		5CD4471XK2	5CD4471XK3		5CD4471XK4	
SERIAL DISTRIBUTION:		5CD4471XK5	5CD4471XK6		5CD4471XK7	
SERIAL DISTRIBUTION:		5CD4471XK8	5CD4471XK9		5CD4471XKB	
SERIAL DISTRIBUTION:		5CD4471XKC	5CD4471XKD		5CD4471XKF	
SERIAL DISTRIBUTION:		5CD4471XKG	5CD4471XKH		5CD4471XKJ	
SERIAL DISTRIBUTION:		5CD4471XKK	5CD4471XKL		5CD4471XKM	
SERIAL DISTRIBUTION:		5CD4471XKN	5CD4471XKP		5CD4471XKQ	
SERIAL DISTRIBUTION:		5CD4471XKR	5CD4471XKS		5CD4471XKT	
SERIAL DISTRIBUTION:		5CD4471XKV	5CD4471XKW		5CD4471XKX	
SERIAL DISTRIBUTION:		5CD4471XKY	5CD4471XKZ		5CD4471XL0	
SERIAL DISTRIBUTION:		5CD4471XL1	5CD4471XL2		5CD4471XL3	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4471XL4	5CD4471XL5		5CD4471XL6	
SERIAL DISTRIBUTION:		5CD4471XL7	5CD4471XL8		5CD4471XL9	
SERIAL DISTRIBUTION:		5CD4471XLB	5CD4471XLC		5CD4471XLD	
SERIAL DISTRIBUTION:		5CD4471XLF	5CD4471XLG		5CD4471XLH	
SERIAL DISTRIBUTION:		5CD4471XLK	5CD4471XLL		5CD4471XLM	
SERIAL DISTRIBUTION:		5CD4471XLN	5CD4471XLP		5CD4471XLQ	
SERIAL DISTRIBUTION:		5CD4471XLR	5CD4471XLS		5CD4471XLT	
SERIAL DISTRIBUTION:		5CD4471XLV	5CD4471XLW		5CD4471XLX	
SERIAL DISTRIBUTION:		5CD4471XLY	5CD4471XLZ		5CD4471XM0	
SERIAL DISTRIBUTION:		5CD4471XM1	5CD4471XM2		5CD4471XM3	
SERIAL DISTRIBUTION:		5CD4471XM4	5CD4471XM5		5CD4471XM6	
SERIAL DISTRIBUTION:		5CD4471XM7	5CD4471XM8		5CD4471XM9	
SERIAL DISTRIBUTION:		5CD4471XMB	5CD4471XMD		5CD4471XMF	
SERIAL DISTRIBUTION:		5CD4471XMG	5CD4471XMH		5CD4471XMJ	
SERIAL DISTRIBUTION:		5CD4471XMK	5CD4471XML		5CD4471XMM	
SERIAL DISTRIBUTION:		5CD4471XMN	5CD4471XMP		5CD4471XMQ	
SERIAL DISTRIBUTION:		5CD4471XMR	5CD4471XMS		5CD4471XMT	
SERIAL DISTRIBUTION:		5CD4471XMV	5CD4471XMW		5CD4471XMX	
SERIAL DISTRIBUTION:		5CD4471XMY	5CD4471XMZ		5CD4471XN0	
SERIAL DISTRIBUTION:		5CD4471XN2	5CD4471XN3		5CD4471XN4	
SERIAL DISTRIBUTION:		5CD4471XN5	5CD4471XN6		5CD4471XN7	
SERIAL DISTRIBUTION:		5CD4471XN8	5CD4471XN9		5CD4471XNB	
SERIAL DISTRIBUTION:		5CD4471XNC	5CD4471XND		5CD4471XNF	
SERIAL DISTRIBUTION:		5CD4471XNG	5CD4471XNH		5CD4471XNJ	
SERIAL DISTRIBUTION:		5CD4471XNK	5CD4471XNL		5CD4471XNM	
SERIAL DISTRIBUTION:		5CD4471XNN	5CD4471XNP		5CD4471XNQ	
SERIAL DISTRIBUTION:		5CD4471XNR	5CD4471XNS		5CD4471XNT	
SERIAL DISTRIBUTION:		5CD4471XNV	5CD4471XNW		5CD4471XNX	
SERIAL DISTRIBUTION:		5CD4471XNY	5CD4471XNZ		5CD4471XP0	
SERIAL DISTRIBUTION:		5CD4471XP1	5CD4471XP2		5CD4471XP3	
SERIAL DISTRIBUTION:		5CD4471XP4	5CD4471XP5		5CD4471XP6	
SERIAL DISTRIBUTION:		5CD4471XP7	5CD4471XP8		5CD4471XP9	
SERIAL DISTRIBUTION:		5CD4471XPC	5CD4471XPD		5CD4471XPF	
SERIAL DISTRIBUTION:		5CD4471XPG	5CD4471XPH		5CD4471XPJ	
SERIAL DISTRIBUTION:		5CD4473S53	5CD4473S54		5CD4473S55	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473S56	5CD4473S57		5CD4473S58	
SERIAL DISTRIBUTION:		5CD4473S59	5CD4473S5B		5CD4473S5C	
SERIAL DISTRIBUTION:		5CD4473S5D	5CD4473S5F		5CD4473S5G	
SERIAL DISTRIBUTION:		5CD4473S5H	5CD4473S5J		5CD4473S5L	
SERIAL DISTRIBUTION:		5CD4473S5N	5CD4473S5P		5CD4473S5Q	
SERIAL DISTRIBUTION:		5CD4473S5R	5CD4473S5S		5CD4473S5T	
SERIAL DISTRIBUTION:		5CD4473S5W	5CD4473S5X		5CD4473S5Y	
SERIAL DISTRIBUTION:		5CD4473S5Z	5CD4473S60		5CD4473S61	
SERIAL DISTRIBUTION:		5CD4473S62	5CD4473S63		5CD4473S64	
SERIAL DISTRIBUTION:		5CD4473S65	5CD4473S67		5CD4473S68	
SERIAL DISTRIBUTION:		5CD4473S69	5CD4473S6B		5CD4473S6C	
SERIAL DISTRIBUTION:		5CD4473S6D	5CD4473S6F		5CD4473S6G	
SERIAL DISTRIBUTION:		5CD4473S6H	5CD4473S6J		5CD4473S6K	
SERIAL DISTRIBUTION:		5CD4473S6L	5CD4473S6M		5CD4473S6N	
SERIAL DISTRIBUTION:		5CD4473S6P	5CD4473S6Q		5CD4473S6R	
SERIAL DISTRIBUTION:		5CD4473S6S	5CD4473S6T		5CD4473S6V	
SERIAL DISTRIBUTION:		5CD4473S6W	5CD4473S6X		5CD4473S6Y	
SERIAL DISTRIBUTION:		5CD4473S6Z	5CD4473S70		5CD4473S71	
SERIAL DISTRIBUTION:		5CD4473S72	5CD4473S73		5CD4473S74	
SERIAL DISTRIBUTION:		5CD4473S76	5CD4473S77		5CD4473S78	
SERIAL DISTRIBUTION:		5CD4473S79	5CD4473S7B		5CD4473S7D	
SERIAL DISTRIBUTION:		5CD4473S7F	5CD4473S7G		5CD4473S7H	
SERIAL DISTRIBUTION:		5CD4473S7J	5CD4473S7K		5CD4473S7L	
SERIAL DISTRIBUTION:		5CD4473S7M	5CD4473S7N		5CD4473S7P	
SERIAL DISTRIBUTION:		5CD4473S7Q	5CD4473S7R		5CD4473S7S	
SERIAL DISTRIBUTION:		5CD4473S7T	5CD4473S7V		5CD4473S7W	
SERIAL DISTRIBUTION:		5CD4473S7X	5CD4473S7Y		5CD4473S7Z	
SERIAL DISTRIBUTION:		5CD4473S80	5CD4473S81		5CD4473S82	
SERIAL DISTRIBUTION:		5CD4473S83	5CD4473S84		5CD4473S85	
SERIAL DISTRIBUTION:		5CD4473S86	5CD4473S87		5CD4473S88	
SERIAL DISTRIBUTION:		5CD4473S89	5CD4473S8C		5CD4473S8G	
SERIAL DISTRIBUTION:		5CD4473S8H	5CD4473S8J		5CD4473S8K	
SERIAL DISTRIBUTION:		5CD4473S8L	5CD4473S8M		5CD4473S8N	
SERIAL DISTRIBUTION:		5CD4473S8P	5CD4473S8Q		5CD4473S8R	
SERIAL DISTRIBUTION:		5CD4473S8S	5CD4473S8T		5CD4473S8V	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473S8W	5CD4473S8X		5CD4473S8Y	
SERIAL DISTRIBUTION:		5CD4473S8Z	5CD4473S90		5CD4473S91	
SERIAL DISTRIBUTION:		5CD4473S92	5CD4473S93		5CD4473S94	
SERIAL DISTRIBUTION:		5CD4473S95	5CD4473S96		5CD4473S97	
SERIAL DISTRIBUTION:		5CD4473S99	5CD4473S9B		5CD4473S9C	
SERIAL DISTRIBUTION:		5CD4473S9D	5CD4473S9F		5CD4473S9G	
SERIAL DISTRIBUTION:		5CD4473S9H	5CD4473S9J		5CD4473S9K	
SERIAL DISTRIBUTION:		5CD4473S9L	5CD4473S9M		5CD4473S9N	
SERIAL DISTRIBUTION:		5CD4473S9P	5CD4473S9Q		5CD4473S9R	
SERIAL DISTRIBUTION:		5CD4473S9S	5CD4473S9T		5CD4473S9V	
SERIAL DISTRIBUTION:		5CD4473S9W	5CD4473S9X		5CD4473S9Y	
SERIAL DISTRIBUTION:		5CD4473S9Z	5CD4473SB0		5CD4473SB1	
SERIAL DISTRIBUTION:		5CD4473SB2	5CD4473SB3		5CD4473SB4	
SERIAL DISTRIBUTION:		5CD4473SB7	5CD4473SB8		5CD4473SB9	
SERIAL DISTRIBUTION:		5CD4473SBB	5CD4473SBC		5CD4473SBD	
SERIAL DISTRIBUTION:		5CD4473SBF	5CD4473SBG		5CD4473SBH	
SERIAL DISTRIBUTION:		5CD4473SBJ	5CD4473SBK		5CD4473SBL	
SERIAL DISTRIBUTION:		5CD4473SBM	5CD4473SBN		5CD4473SBP	
SERIAL DISTRIBUTION:		5CD4473SBQ	5CD4473SBR		5CD4473SBS	
SERIAL DISTRIBUTION:		5CD4473SBT	5CD4473SBV		5CD4473SBW	
SERIAL DISTRIBUTION:		5CD4473SBX	5CD4473SBY		5CD4473SBZ	
SERIAL DISTRIBUTION:		5CD4473SC0	5CD4473SC1		5CD4473SC2	
SERIAL DISTRIBUTION:		5CD4473SC3	5CD4473SC4		5CD4473SC6	
SERIAL DISTRIBUTION:		5CD4473SC7	5CD4473SC9		5CD4473SCB	
SERIAL DISTRIBUTION:		5CD4473SCC	5CD4473SCD		5CD4473SCF	
SERIAL DISTRIBUTION:		5CD4473SCG	5CD4473SCH		5CD4473SCJ	
SERIAL DISTRIBUTION:		5CD4473SCK	5CD4473SCL		5CD4473SCM	
SERIAL DISTRIBUTION:		5CD4473SCN	5CD4473SCP		5CD4473SCQ	
SERIAL DISTRIBUTION:		5CD4473SCR	5CD4473SCS		5CD4473SCT	
SERIAL DISTRIBUTION:		5CD4473SCV	5CD4473SCW		5CD4473SCY	
SERIAL DISTRIBUTION:		5CD4473SCZ	5CD4473SD0		5CD4473SD1	
SERIAL DISTRIBUTION:		5CD4473SD2	5CD4473SD3		5CD4473SD4	
SERIAL DISTRIBUTION:		5CD4473SD5	5CD4473SD6		5CD4473SD7	
SERIAL DISTRIBUTION:		5CD4473SD8	5CD4473SD9		5CD4473SDB	
SERIAL DISTRIBUTION:		5CD4473SDC	5CD4473SDD		5CD4473SDF	

CONTINUED

INVOICE

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

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San Diego, CA 92150-7404
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Fax : (800) 403-8828

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SHIP TO:
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WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

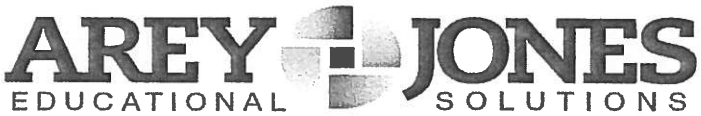
CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473SDG	5CD4473SDH		5CD4473SDJ	
SERIAL DISTRIBUTION:		5CD4473SDK	5CD4473SDL		5CD4473SDM	
SERIAL DISTRIBUTION:		5CD4473SDP	5CD4473SDQ		5CD4473SDR	
SERIAL DISTRIBUTION:		5CD4473SDS	5CD4473SDT		5CD4473SDV	
SERIAL DISTRIBUTION:		5CD4473SDW	5CD4473SDX		5CD4473SDY	
SERIAL DISTRIBUTION:		5CD4473SDZ	5CD4473SF0		5CD4473SF1	
SERIAL DISTRIBUTION:		5CD4473SF2	5CD4473SF3		5CD4473SF4	
SERIAL DISTRIBUTION:		5CD4473SF5	5CD4473SF7		5CD4473SF8	
SERIAL DISTRIBUTION:		5CD4473SF9	5CD4473SFB		5CD4473SFC	
SERIAL DISTRIBUTION:		5CD4473SFD	5CD4473SFF		5CD4473SFG	
SERIAL DISTRIBUTION:		5CD4473SFH	5CD4473SFJ		5CD4473SFK	
SERIAL DISTRIBUTION:		5CD4473SFL	5CD4473SFM		5CD4473SFN	
SERIAL DISTRIBUTION:		5CD4473SFP	5CD4473SFQ		5CD4473SFS	
SERIAL DISTRIBUTION:		5CD4473SFT	5CD4473SFV		5CD4473SFW	
SERIAL DISTRIBUTION:		5CD4473SFX	5CD4473SFY		5CD4473SFZ	
SERIAL DISTRIBUTION:		5CD4473SG0	5CD4473SG1		5CD4473SG2	
SERIAL DISTRIBUTION:		5CD4473SG3	5CD4473SG4		5CD4473SG5	
SERIAL DISTRIBUTION:		5CD4473SG6	5CD4473SG7		5CD4473SG8	
SERIAL DISTRIBUTION:		5CD4473SG9	5CD4473SGB		5CD4473SGC	
SERIAL DISTRIBUTION:		5CD4473SGD	5CD4473SGF		5CD4473SGG	
SERIAL DISTRIBUTION:		5CD4473SGH	5CD4473SGJ		5CD4473SGK	
SERIAL DISTRIBUTION:		5CD4473SGL	5CD4473SGM		5CD4473SGN	
SERIAL DISTRIBUTION:		5CD4473SGP	5CD4473SGQ		5CD4473SGR	
SERIAL DISTRIBUTION:		5CD4473SGT	5CD4473SGV		5CD4473SGW	
SERIAL DISTRIBUTION:		5CD4473SGX	5CD4473SGY		5CD4473SGZ	
SERIAL DISTRIBUTION:		5CD4473SH0	5CD4473SH1		5CD4473SH2	
SERIAL DISTRIBUTION:		5CD4473SH3	5CD4473SH4		5CD4473SH5	
SERIAL DISTRIBUTION:		5CD4473SH6	5CD4473SH7		5CD4473SH8	
SERIAL DISTRIBUTION:		5CD4473SH9	5CD4473SHC		5CD4473SHD	
SERIAL DISTRIBUTION:		5CD4473SHF	5CD4473SHG		5CD4473SHH	
SERIAL DISTRIBUTION:		5CD4473SHJ	5CD4473SHK		5CD4473SHL	
SERIAL DISTRIBUTION:		5CD4473SHN	5CD4473SHP		5CD4473SHQ	
SERIAL DISTRIBUTION:		5CD4473SHS	5CD4473SHT		5CD4473SHV	
SERIAL DISTRIBUTION:		5CD4473SHW	5CD4473SHX		5CD4473SHY	
SERIAL DISTRIBUTION:		5CD4473SHZ	5CD4473SJ0		5CD4473SJ1	

CONTINUED

INVOICE



INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473SJ2	5CD4473SJ3		5CD4473SJ4	
SERIAL DISTRIBUTION:		5CD4473SJ5	5CD4473SJ6		5CD4473SJ7	
SERIAL DISTRIBUTION:		5CD4473SJ8	5CD4473SJ9		5CD4473SJB	
SERIAL DISTRIBUTION:		5CD4473SJC	5CD4473SJD		5CD4473SJF	
SERIAL DISTRIBUTION:		5CD4473SJG	5CD4473SJH		5CD4473SJJ	
SERIAL DISTRIBUTION:		5CD4473SJK	5CD4473SJL		5CD4473SJM	
SERIAL DISTRIBUTION:		5CD4473SJN	5CD4473SJP		5CD4473SJQ	
SERIAL DISTRIBUTION:		5CD4473SJR	5CD4473SJS		5CD4473SJT	
SERIAL DISTRIBUTION:		5CD4473SJV	5CD4473SJW		5CD4473SJX	
SERIAL DISTRIBUTION:		5CD4473SJY	5CD4473SJZ		5CD4473SK0	
SERIAL DISTRIBUTION:		5CD4473SK1	5CD4473SK2		5CD4473SK3	
SERIAL DISTRIBUTION:		5CD4473SK4	5CD4473SK5		5CD4473SK6	
SERIAL DISTRIBUTION:		5CD4473SK7	5CD4473SK8		5CD4473SK9	
SERIAL DISTRIBUTION:		5CD4473SKB	5CD4473SKC		5CD4473SKD	
SERIAL DISTRIBUTION:		5CD4473SKF	5CD4473SKG		5CD4473SKH	
SERIAL DISTRIBUTION:		5CD4473SKJ	5CD4473SKK		5CD4473SKL	
SERIAL DISTRIBUTION:		5CD4473SKM	5CD4473SKN		5CD4473SKP	
SERIAL DISTRIBUTION:		5CD4473SKQ	5CD4473SKR		5CD4473SKS	
SERIAL DISTRIBUTION:		5CD4473SKT	5CD4473SKV		5CD4473SKW	
SERIAL DISTRIBUTION:		5CD4473SKX	5CD4473SKY		5CD4473SKZ	
SERIAL DISTRIBUTION:		5CD4473SL0	5CD4473SL1		5CD4473SL2	
SERIAL DISTRIBUTION:		5CD4473SL3	5CD4473SL4		5CD4473SL5	
SERIAL DISTRIBUTION:		5CD4473SL6	5CD4473SL7		5CD4473SL8	
SERIAL DISTRIBUTION:		5CD4473SL9	5CD4473SLB		5CD4473SLC	
SERIAL DISTRIBUTION:		5CD4473SLD	5CD4473SLF		5CD4473SLG	
SERIAL DISTRIBUTION:		5CD4473SLH	5CD4473SLJ		5CD4473SLK	
SERIAL DISTRIBUTION:		5CD4473SLL	5CD4473SLM		5CD4473SLN	
SERIAL DISTRIBUTION:		5CD4473SLP	5CD4473SLQ		5CD4473SLR	
SERIAL DISTRIBUTION:		5CD4473SLS	5CD4473SLT		5CD4473SLV	
SERIAL DISTRIBUTION:		5CD4473SLW	5CD4473SLX		5CD4473SLY	
SERIAL DISTRIBUTION:		5CD4473SM0	5CD4473SM2		5CD4473SM3	
SERIAL DISTRIBUTION:		5CD4473SM4	5CD4473SM5		5CD4473SM6	
SERIAL DISTRIBUTION:		5CD4473SM7	5CD4473SM8		5CD4473SM9	
SERIAL DISTRIBUTION:		5CD4473SMB	5CD4473SMC		5CD4473SMD	
SERIAL DISTRIBUTION:		5CD4473SMF	5CD4473SMG		5CD4473SMH	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473SMJ	5CD4473SMK		5CD4473SML	
SERIAL DISTRIBUTION:		5CD4473SMM	5CD4473SMN		5CD4473SMQ	
SERIAL DISTRIBUTION:		5CD4473SMR	5CD4473SMS		5CD4473SMT	
SERIAL DISTRIBUTION:		5CD4473SMV	5CD4473SMW		5CD4473SMX	
SERIAL DISTRIBUTION:		5CD4473SMY	5CD4473SMZ		5CD4473SN0	
SERIAL DISTRIBUTION:		5CD4473SN1	5CD4473SN2		5CD4473SN3	
SERIAL DISTRIBUTION:		5CD4473SN4	5CD4473SN5		5CD4473SN6	
SERIAL DISTRIBUTION:		5CD4473SN7	5CD4473SN8		5CD4473SN9	
SERIAL DISTRIBUTION:		5CD4473SNB	5CD4473SNC		5CD4473SND	
SERIAL DISTRIBUTION:		5CD4473SNF	5CD4473SNG		5CD4473SNH	
SERIAL DISTRIBUTION:		5CD4473SNJ	5CD4473SNK		5CD4473SNL	
SERIAL DISTRIBUTION:		5CD4473SNM	5CD4473SNN		5CD4473SNP	
SERIAL DISTRIBUTION:		5CD4473SNQ	5CD4473SNR		5CD4473SNS	
SERIAL DISTRIBUTION:		5CD4473SNT	5CD4473SNV		5CD4473SNW	
SERIAL DISTRIBUTION:		5CD4473SNX	5CD4473SNY		5CD4473SNZ	
SERIAL DISTRIBUTION:		5CD4473SP0	5CD4473SP1		5CD4473SP2	
SERIAL DISTRIBUTION:		5CD4473SP3	5CD4473SP4		5CD4473SP5	
SERIAL DISTRIBUTION:		5CD4473SP6	5CD4473SP7		5CD4473SP8	
SERIAL DISTRIBUTION:		5CD4473SP9	5CD4473SPB		5CD4473SPC	
SERIAL DISTRIBUTION:		5CD4473SPD	5CD4473SPG		5CD4473SPH	
SERIAL DISTRIBUTION:		5CD4473SPK	5CD4473SPL		5CD4473SPM	
SERIAL DISTRIBUTION:		5CD4473SPN	5CD4473SPP		5CD4473SPQ	
SERIAL DISTRIBUTION:		5CD4473SPR	5CD4473SPS		5CD4473SPT	
SERIAL DISTRIBUTION:		5CD4473SPV	5CD4473SPW		5CD4473SPX	
SERIAL DISTRIBUTION:		5CD4473SPY	5CD4473SPZ		5CD4473SQ0	
SERIAL DISTRIBUTION:		5CD4473SQ1	5CD4473SQ2		5CD4473SQ3	
SERIAL DISTRIBUTION:		5CD4473SQ4	5CD4473SQ5		5CD4473SQ6	
SERIAL DISTRIBUTION:		5CD4473SQ7	5CD4473SQ8		5CD4473SQ9	
SERIAL DISTRIBUTION:		5CD4473SQB	5CD4473SQC		5CD4473SQD	
SERIAL DISTRIBUTION:		5CD4473SQF	5CD4473SQG		5CD4473SQH	
SERIAL DISTRIBUTION:		5CD4473SQL	5CD4473SQM		5CD4473SQN	
SERIAL DISTRIBUTION:		5CD4473SQP	5CD4473SQQ		5CD4473SQR	
SERIAL DISTRIBUTION:		5CD4473SQS	5CD4473SQT		5CD4473SQV	
SERIAL DISTRIBUTION:		5CD4473SQW	5CD4473SQX		5CD4473SQY	
SERIAL DISTRIBUTION:		5CD4473SQZ	5CD4473SR0		5CD4473SR1	

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473SR2	5CD4473SR3		5CD4473SR4	
SERIAL DISTRIBUTION:		5CD4473SR5	5CD4473SR6		5CD4473SR7	
SERIAL DISTRIBUTION:		5CD4473SR8	5CD4473SR9		5CD4473SRB	
SERIAL DISTRIBUTION:		5CD4473SRC	5CD4473SRD		5CD4473SRF	
SERIAL DISTRIBUTION:		5CD4473SRG	5CD4473SRH		5CD4473SRJ	
SERIAL DISTRIBUTION:		5CD4473SRK	5CD4473SRL		5CD4473SRM	
SERIAL DISTRIBUTION:		5CD4473SRN	5CD4473SRP		5CD4473SRQ	
SERIAL DISTRIBUTION:		5CD4473SRR	5CD4473SRS		5CD4473SRT	
SERIAL DISTRIBUTION:		5CD4473SRV	5CD4473SRW		5CD4473SRX	
SERIAL DISTRIBUTION:		5CD4473SRY	5CD4473SRZ		5CD4473SS0	
SERIAL DISTRIBUTION:		5CD4473SS1	5CD4473SS2		5CD4473SS3	
SERIAL DISTRIBUTION:		5CD4473SS4	5CD4473SS5		5CD4473SS6	
SERIAL DISTRIBUTION:		5CD4473SS7	5CD4473SS8		5CD4473SS9	
SERIAL DISTRIBUTION:		5CD4473SSB	5CD4473SSC		5CD4473SSF	
SERIAL DISTRIBUTION:		5CD4473SSG	5CD4473SSH		5CD4473SSJ	
SERIAL DISTRIBUTION:		5CD4473SSK	5CD4473SSL		5CD4473SSM	
SERIAL DISTRIBUTION:		5CD4473SSN	5CD4473SSP		5CD4473SSQ	
SERIAL DISTRIBUTION:		5CD4473SSR	5CD4473SSS		5CD4473SST	
SERIAL DISTRIBUTION:		5CD4473SSV	5CD4473SSW		5CD4473SSX	
SERIAL DISTRIBUTION:		5CD4473SSY	5CD4473SSZ		5CD4473ST0	
SERIAL DISTRIBUTION:		5CD4473ST1	5CD4473ST2		5CD4473ST3	
SERIAL DISTRIBUTION:		5CD4473ST4	5CD4473ST5		5CD4473ST6	
SERIAL DISTRIBUTION:		5CD4473ST7	5CD4473ST8		5CD4473ST9	
SERIAL DISTRIBUTION:		5CD4473STB	5CD4473STC		5CD4473STD	
SERIAL DISTRIBUTION:		5CD4473STF	5CD4473STG		5CD4473STH	
SERIAL DISTRIBUTION:		5CD4473STJ	5CD4473STK		5CD4473STL	
SERIAL DISTRIBUTION:		5CD4473STM	5CD4473STN		5CD4473STP	
SERIAL DISTRIBUTION:		5CD4473STQ	5CD4473STR		5CD4473STS	
SERIAL DISTRIBUTION:		5CD4473STT	5CD4473STV		5CD4473STW	
SERIAL DISTRIBUTION:		5CD4473STX	5CD4473STY		5CD4473STZ	
SERIAL DISTRIBUTION:		5CD4473SV0	5CD4473SV1		5CD4473SV2	
SERIAL DISTRIBUTION:		5CD4473SV3	5CD4473SV4		5CD4473SV5	
SERIAL DISTRIBUTION:		5CD4473SV6	5CD4473SV7		5CD4473SV8	
SERIAL DISTRIBUTION:		5CD4473SV9	5CD4473SVB		5CD4473SVC	
SERIAL DISTRIBUTION:		5CD4473SVD	5CD4473SVF		5CD4473SVG	

CONTINUED

INVOICE

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473SVH	5CD4473SVJ		5CD4473SVK	
SERIAL DISTRIBUTION:		5CD4473SVL	5CD4473SVM		5CD4473SVN	
SERIAL DISTRIBUTION:		5CD4473SVP	5CD4473SVQ		5CD4473SVR	
SERIAL DISTRIBUTION:		5CD4473SVS	5CD4473SVT		5CD4473SVV	
SERIAL DISTRIBUTION:		5CD4473SVW	5CD4473SVX		5CD4473SVY	
SERIAL DISTRIBUTION:		5CD4473SVZ	5CD4473SW0		5CD4473SW1	
SERIAL DISTRIBUTION:		5CD4473SW2	5CD4473SW3		5CD4473SW4	
SERIAL DISTRIBUTION:		5CD4473SW5	5CD4473SW6		5CD4473SW7	
SERIAL DISTRIBUTION:		5CD4473SW8	5CD4473SW9		5CD4473SWB	
SERIAL DISTRIBUTION:		5CD4473SWC	5CD4473SWD		5CD4473SWF	
SERIAL DISTRIBUTION:		5CD4473SWG	5CD4473SWH		5CD4473SWJ	
SERIAL DISTRIBUTION:		5CD4473SWK	5CD4473SWL		5CD4473SWM	
SERIAL DISTRIBUTION:		5CD4473SWN	5CD4473SWP		5CD4473SWQ	
SERIAL DISTRIBUTION:		5CD4473SWR	5CD4473SWS		5CD4473SWT	
SERIAL DISTRIBUTION:		5CD4473SWV	5CD4473SWW		5CD4473SWX	
SERIAL DISTRIBUTION:		5CD4473SWY	5CD4473SWZ		5CD4473SX0	
SERIAL DISTRIBUTION:		5CD4473SX1	5CD4473SX2		5CD4473SX3	
SERIAL DISTRIBUTION:		5CD4473SX4	5CD4473SX5		5CD4473SX6	
SERIAL DISTRIBUTION:		5CD4473SX7	5CD4473SX8		5CD4473SX9	
SERIAL DISTRIBUTION:		5CD4473SXB	5CD4473SXC		5CD4473SXD	
SERIAL DISTRIBUTION:		5CD4473SXF	5CD4473SXG		5CD4473SXH	
SERIAL DISTRIBUTION:		5CD4473SXJ	5CD4473SXK		5CD4473SXL	
SERIAL DISTRIBUTION:		5CD4473SXM	5CD4473SXN		5CD4473SXP	
SERIAL DISTRIBUTION:		5CD4473SXQ	5CD4473SXR		5CD4473SXS	
SERIAL DISTRIBUTION:		5CD4473SXT	5CD4473SXV		5CD4473SXW	
SERIAL DISTRIBUTION:		5CD4473SXX	5CD4473SXY		5CD4473SXZ	
SERIAL DISTRIBUTION:		5CD4473SY0	5CD4473SY1		5CD4473SY2	
SERIAL DISTRIBUTION:		5CD4473SY3	5CD4473SY4		5CD4473SY5	
SERIAL DISTRIBUTION:		5CD4473SY6	5CD4473SY7		5CD4473SY8	
SERIAL DISTRIBUTION:		5CD4473SY9	5CD4473SYB		5CD4473SYC	
SERIAL DISTRIBUTION:		5CD4473SYD	5CD4473SYF		5CD4473SYG	
SERIAL DISTRIBUTION:		5CD4473SYH	5CD4473SYJ		5CD4473SYK	
SERIAL DISTRIBUTION:		5CD4473SYL	5CD4473SYM		5CD4473SYN	
SERIAL DISTRIBUTION:		5CD4473SYP	5CD4473SYQ		5CD4473SYR	
SERIAL DISTRIBUTION:		5CD4473SYS	5CD4473SYT		5CD4473SYV	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

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750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473SYW	5CD4473SYX		5CD4473SYY	
SERIAL DISTRIBUTION:		5CD4473SYZ	5CD4473SZ0		5CD4473SZ1	
SERIAL DISTRIBUTION:		5CD4473SZ2	5CD4473SZ3		5CD4473SZ4	
SERIAL DISTRIBUTION:		5CD4473SZ5	5CD4473SZ6		5CD4473SZ7	
SERIAL DISTRIBUTION:		5CD4473SZ8	5CD4473SZ9		5CD4473SZC	
SERIAL DISTRIBUTION:		5CD4473SZD	5CD4473SZF		5CD4473SZG	
SERIAL DISTRIBUTION:		5CD4473SZH	5CD4473SZJ		5CD4473SZK	
SERIAL DISTRIBUTION:		5CD4473SZL	5CD4473SZM		5CD4473SZN	
SERIAL DISTRIBUTION:		5CD4473SZP	5CD4473SZQ		5CD4473SZR	
SERIAL DISTRIBUTION:		5CD4473SZS	5CD4473SZT		5CD4473SZV	
SERIAL DISTRIBUTION:		5CD4473SZW	5CD4473SZX		5CD4473SZY	
SERIAL DISTRIBUTION:		5CD4473SZZ	5CD4473T00		5CD4473T01	
SERIAL DISTRIBUTION:		5CD4473T02	5CD4473T03		5CD4473T04	
SERIAL DISTRIBUTION:		5CD4473T05	5CD4473T06		5CD4473T07	
SERIAL DISTRIBUTION:		5CD4473T08	5CD4473T09		5CD4473T0B	
SERIAL DISTRIBUTION:		5CD4473T0C	5CD4473T0D		5CD4473T0G	
SERIAL DISTRIBUTION:		5CD4473T0H	5CD4473T0J		5CD4473T0L	
SERIAL DISTRIBUTION:		5CD4473T0M	5CD4473T0N		5CD4473T0P	
SERIAL DISTRIBUTION:		5CD4473T0Q	5CD4473T0R		5CD4473T0S	
SERIAL DISTRIBUTION:		5CD4473T0V	5CD4473T0W		5CD4473T0X	
SERIAL DISTRIBUTION:		5CD4473T0Y	5CD4473T0Z		5CD4473T10	
SERIAL DISTRIBUTION:		5CD4473T11	5CD4473T12		5CD4473T13	
SERIAL DISTRIBUTION:		5CD4473T14	5CD4473T15		5CD4473T16	
SERIAL DISTRIBUTION:		5CD4473T17	5CD4473T18		5CD4473T19	
SERIAL DISTRIBUTION:		5CD4473T1B	5CD4473T1C		5CD4473T1D	
SERIAL DISTRIBUTION:		5CD4473T1F	5CD4473T1G		5CD4473T1H	
SERIAL DISTRIBUTION:		5CD4473T1J	5CD4473T1K		5CD4473T1L	
SERIAL DISTRIBUTION:		5CD4473T1M	5CD4473T1N		5CD4473T1P	
SERIAL DISTRIBUTION:		5CD4473T1Q	5CD4473T1R		5CD4473T1S	
SERIAL DISTRIBUTION:		5CD4473T1T	5CD4473T1V		5CD4473T1W	
SERIAL DISTRIBUTION:		5CD4473T1X	5CD4473T1Y		5CD4473T1Z	
SERIAL DISTRIBUTION:		5CD4473T20	5CD4473T21		5CD4473T22	
SERIAL DISTRIBUTION:		5CD4473T23	5CD4473T24		5CD4473T25	
SERIAL DISTRIBUTION:		5CD4473T26	5CD4473T27		5CD4473T28	
SERIAL DISTRIBUTION:		5CD4473T29	5CD4473T2B		5CD4473T2C	

CONTINUED

INVOICE

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

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CUSTOMER NO: 0013941

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CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473T2D	5CD4473T2F		5CD4473T2G	
SERIAL DISTRIBUTION:		5CD4473T2H	5CD4473T2J		5CD4473T2K	
SERIAL DISTRIBUTION:		5CD4473T2L	5CD4473T2M		5CD4473T2N	
SERIAL DISTRIBUTION:		5CD4473T2P	5CD4473T2Q		5CD4473T2R	
SERIAL DISTRIBUTION:		5CD4473T2S	5CD4473T2T		5CD4473T2V	
SERIAL DISTRIBUTION:		5CD4473T2W	5CD4473T2X		5CD4473T2Y	
SERIAL DISTRIBUTION:		5CD4473T2Z	5CD4473T30		5CD4473T31	
SERIAL DISTRIBUTION:		5CD4473T32	5CD4473T33		5CD4473T34	
SERIAL DISTRIBUTION:		5CD4473T35	5CD4473T36		5CD4473T37	
SERIAL DISTRIBUTION:		5CD4473T38	5CD4473T39		5CD4473T3B	
SERIAL DISTRIBUTION:		5CD4473T3C	5CD4473T3D		5CD4473T3F	
SERIAL DISTRIBUTION:		5CD4473T3G	5CD4473T3H		5CD4473T3J	
SERIAL DISTRIBUTION:		5CD4473T3K	5CD4473T3L		5CD4473T3M	
SERIAL DISTRIBUTION:		5CD4473T3N	5CD4473T3Q		5CD4473T3R	
SERIAL DISTRIBUTION:		5CD4473T3S	5CD4473T3T		5CD4473T3V	
SERIAL DISTRIBUTION:		5CD4473T3W	5CD4473T3X		5CD4473T3Y	
SERIAL DISTRIBUTION:		5CD4473T3Z	5CD4473T40		5CD4473T41	
SERIAL DISTRIBUTION:		5CD4473T42	5CD4473T43		5CD4473T44	
SERIAL DISTRIBUTION:		5CD4473T45	5CD4473T46		5CD4473T47	
SERIAL DISTRIBUTION:		5CD4473T48	5CD4473T49		5CD4473T4B	
SERIAL DISTRIBUTION:		5CD4473T4C	5CD4473T4D		5CD4473T4F	
SERIAL DISTRIBUTION:		5CD4473T4G	5CD4473T4H		5CD4473T4J	
SERIAL DISTRIBUTION:		5CD4473T4K	5CD4473T4L		5CD4473T4M	
SERIAL DISTRIBUTION:		5CD4473T4N	5CD4473T4P		5CD4473T4Q	
SERIAL DISTRIBUTION:		5CD4473T4R	5CD4473T4S		5CD4473T4T	
SERIAL DISTRIBUTION:		5CD4473T4V	5CD4473T4W		5CD4473T4X	
SERIAL DISTRIBUTION:		5CD4473T4Y	5CD4473T4Z		5CD4473T50	
SERIAL DISTRIBUTION:		5CD4473T51	5CD4473T52		5CD4473T53	
SERIAL DISTRIBUTION:		5CD4473T54	5CD4473T55		5CD4473T56	
SERIAL DISTRIBUTION:		5CD4473T57	5CD4473T58		5CD4473T59	
SERIAL DISTRIBUTION:		5CD4473T5B	5CD4473T5C		5CD4473T5D	
SERIAL DISTRIBUTION:		5CD4473T5F	5CD4473T5G		5CD4473T5H	
SERIAL DISTRIBUTION:		5CD4473T5J	5CD4473T5K		5CD4473T5L	
SERIAL DISTRIBUTION:		5CD4473T5M	5CD4473T5N		5CD4473T5P	
SERIAL DISTRIBUTION:		5CD4473T5Q	5CD4473T5R		5CD4473T5S	

CONTINUED

INVOICE

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473T5T	5CD4473T5V		5CD4473T5W	
SERIAL DISTRIBUTION:		5CD4473T5X	5CD4473T5Y		5CD4473T5Z	
SERIAL DISTRIBUTION:		5CD4473T60	5CD4473T61		5CD4473T62	
SERIAL DISTRIBUTION:		5CD4473T69	5CD4473T6B		5CD4473T6C	
SERIAL DISTRIBUTION:		5CD4473T6D	5CD4473T6F		5CD4473T6J	
SERIAL DISTRIBUTION:		5CD4473T6M	5CD4473T6N		5CD4473T6Q	
SERIAL DISTRIBUTION:		5CD4473T6R	5CD4473T6S		5CD4473T70	
SERIAL DISTRIBUTION:		5CD4473T74	5CD4473T76		5CD4473T77	
SERIAL DISTRIBUTION:		5CD4473T78	5CD4473T79		5CD4473T7B	
SERIAL DISTRIBUTION:		5CD4473T7D	5CD4473T7H		5CD4473T7J	
SERIAL DISTRIBUTION:		5CD4473T7K	5CD4473T7L		5CD4473T7M	
SERIAL DISTRIBUTION:		5CD4473T7N	5CD4473T7P		5CD4473T7T	
SERIAL DISTRIBUTION:		5CD4473T7Y	5CD4473T7Z		5CD4473T80	
SERIAL DISTRIBUTION:		5CD4473T82	5CD4473T84		5CD4473T85	
SERIAL DISTRIBUTION:		5CD4473T87	5CD4473T88		5CD4473T89	
SERIAL DISTRIBUTION:		5CD4473T8B	5CD4473T8C		5CD4473T8F	
SERIAL DISTRIBUTION:		5CD4473T8G	5CD4473T8H		5CD4473T8J	
SERIAL DISTRIBUTION:		5CD4473T8L	5CD4473T8N		5CD4473T8P	
SERIAL DISTRIBUTION:		5CD4473T8Q	5CD4473T8R		5CD4473T8S	
SERIAL DISTRIBUTION:		5CD4473T8T	5CD4473T8V		5CD4473T8X	
SERIAL DISTRIBUTION:		5CD4473T8Y	5CD4473T8Z		5CD4473T90	
SERIAL DISTRIBUTION:		5CD4473T91	5CD4473T92		5CD4473T93	
SERIAL DISTRIBUTION:		5CD4473T94	5CD4473T96		5CD4473T97	
SERIAL DISTRIBUTION:		5CD4473T98	5CD4473T99		5CD4473T9B	
SERIAL DISTRIBUTION:		5CD4473T9C	5CD4473T9D		5CD4473T9F	
SERIAL DISTRIBUTION:		5CD4473T9G	5CD4473T9H		5CD4473T9J	
SERIAL DISTRIBUTION:		5CD4473T9K	5CD4473T9L		5CD4473T9M	
SERIAL DISTRIBUTION:		5CD4473T9N	5CD4473T9P		5CD4473T9Q	
SERIAL DISTRIBUTION:		5CD4473T9R	5CD4473T9S		5CD4473T9V	
SERIAL DISTRIBUTION:		5CD4473T9W	5CD4473T9X		5CD4473T9Y	
SERIAL DISTRIBUTION:		5CD4473T9Z	5CD4473TB0		5CD4473TB1	
SERIAL DISTRIBUTION:		5CD4473TB2	5CD4473TB4		5CD4473TB5	
SERIAL DISTRIBUTION:		5CD4473TB6	5CD4473TB7		5CD4473TB8	
SERIAL DISTRIBUTION:		5CD4473TB9	5CD4473TBB		5CD4473TBC	
SERIAL DISTRIBUTION:		5CD4473TBD	5CD4473TBF		5CD4473TBG	

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473TBH	5CD4473TBJ		5CD4473TBK	
SERIAL DISTRIBUTION:		5CD4473TBL	5CD4473TBM		5CD4473TBN	
SERIAL DISTRIBUTION:		5CD4473TBP	5CD4473TBQ		5CD4473TBR	
SERIAL DISTRIBUTION:		5CD4473TBS	5CD4473TBT		5CD4473TBV	
SERIAL DISTRIBUTION:		5CD4473TBW	5CD4473TBX		5CD4473TBY	
SERIAL DISTRIBUTION:		5CD4473TBZ	5CD4473TC0		5CD4473TC2	
SERIAL DISTRIBUTION:		5CD4473TC3	5CD4473TC4		5CD4473TC5	
SERIAL DISTRIBUTION:		5CD4473TC6	5CD4473TC7		5CD4473TC8	
SERIAL DISTRIBUTION:		5CD4473TC9	5CD4473TCB		5CD4473TCC	
SERIAL DISTRIBUTION:		5CD4473TCD	5CD4473TCF		5CD4473TCG	
SERIAL DISTRIBUTION:		5CD4473TCH	5CD4473TCJ		5CD4473TCK	
SERIAL DISTRIBUTION:		5CD4473TCL	5CD4473TCM		5CD4473TCN	
SERIAL DISTRIBUTION:		5CD4473TCP	5CD4473TCQ		5CD4473TCR	
SERIAL DISTRIBUTION:		5CD4473TCS	5CD4473TCT		5CD4473TCV	
SERIAL DISTRIBUTION:		5CD4473TCW	5CD4473TCX		5CD4473TCY	
SERIAL DISTRIBUTION:		5CD4473TCZ	5CD4473TD0		5CD4473TD1	
SERIAL DISTRIBUTION:		5CD4473TD2	5CD4473TD3		5CD4473TD4	
SERIAL DISTRIBUTION:		5CD4473TD5	5CD4473TD6		5CD4473TD7	
SERIAL DISTRIBUTION:		5CD4473TD8	5CD4473TD9		5CD4473TDB	
SERIAL DISTRIBUTION:		5CD4473TDC	5CD4473TDD		5CD4473TDF	
SERIAL DISTRIBUTION:		5CD4473TDG	5CD4473TDH		5CD4473TDJ	
SERIAL DISTRIBUTION:		5CD4473TDK	5CD4473TDL		5CD4473TDM	
SERIAL DISTRIBUTION:		5CD4473TDN	5CD4473TDP		5CD4473TDQ	
SERIAL DISTRIBUTION:		5CD4473TDR	5CD4473TDS		5CD4473TDT	
SERIAL DISTRIBUTION:		5CD4473TDV	5CD4473TDW		5CD4473TDX	
SERIAL DISTRIBUTION:		5CD4473TDY	5CD4473TDZ		5CD4473TF0	
SERIAL DISTRIBUTION:		5CD4473TF1	5CD4473TF2		5CD4473TF3	
SERIAL DISTRIBUTION:		5CD4473TF4	5CD4473TF5		5CD4473TF6	
SERIAL DISTRIBUTION:		5CD4473TF7	5CD4473TF8		5CD4473TF9	
SERIAL DISTRIBUTION:		5CD4473TFB	5CD4473TFC		5CD4473TFD	
SERIAL DISTRIBUTION:		5CD4473TFF	5CD4473TFG		5CD4473TFH	
SERIAL DISTRIBUTION:		5CD4473TFJ	5CD4473TFK		5CD4473TFL	
SERIAL DISTRIBUTION:		5CD4473TFM	5CD4473TFN		5CD4473TFP	
SERIAL DISTRIBUTION:		5CD4473TFQ	5CD4473TFR		5CD4473TFS	
SERIAL DISTRIBUTION:		5CD4473TFT	5CD4473TFV		5CD4473TFW	

CONTINUED

INVOICE

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473TFX	5CD4473TFY		5CD4473TFZ	
SERIAL DISTRIBUTION:		5CD4473TG0	5CD4473TG1		5CD4473TG2	
SERIAL DISTRIBUTION:		5CD4473TG3	5CD4473TG4		5CD4473TG5	
SERIAL DISTRIBUTION:		5CD4473TG6	5CD4473TG7		5CD4473TG8	
SERIAL DISTRIBUTION:		5CD4473TG9	5CD4473TGB		5CD4473TGC	
SERIAL DISTRIBUTION:		5CD4473TGD	5CD4473TGF		5CD4473TGG	
SERIAL DISTRIBUTION:		5CD4473TGH	5CD4473TGJ		5CD4473TGK	
SERIAL DISTRIBUTION:		5CD4473TGL	5CD4473TGM		5CD4473TGN	
SERIAL DISTRIBUTION:		5CD4473TGP	5CD4473TGQ		5CD4473TGR	
SERIAL DISTRIBUTION:		5CD4473TGS	5CD4473TGT		5CD4473TGV	
SERIAL DISTRIBUTION:		5CD4473TGW	5CD4473TGX		5CD4473TGY	
SERIAL DISTRIBUTION:		5CD4473TGZ	5CD4473TH0		5CD4473TH1	
SERIAL DISTRIBUTION:		5CD4473TH2	5CD4473TH3		5CD4473TH4	
SERIAL DISTRIBUTION:		5CD4473TH5	5CD4473TH6		5CD4473TH7	
SERIAL DISTRIBUTION:		5CD4473TH8	5CD4473TH9		5CD4473THB	
SERIAL DISTRIBUTION:		5CD4473THC	5CD4473THD		5CD4473THF	
SERIAL DISTRIBUTION:		5CD4473THG	5CD4473THH		5CD4473THJ	
SERIAL DISTRIBUTION:		5CD4473THK	5CD4473THL		5CD4473THM	
SERIAL DISTRIBUTION:		5CD4473THN	5CD4473THP		5CD4473THQ	
SERIAL DISTRIBUTION:		5CD4473THR	5CD4473THS		5CD4473THT	
SERIAL DISTRIBUTION:		5CD4473THV	5CD4473THW		5CD4473THX	
SERIAL DISTRIBUTION:		5CD4473THY	5CD4473THZ		5CD4473TJ1	
SERIAL DISTRIBUTION:		5CD4473TJ2	5CD4473TJ3		5CD4473TJ4	
SERIAL DISTRIBUTION:		5CD4473TJ5	5CD4473TJ6		5CD4473TJ7	
SERIAL DISTRIBUTION:		5CD4473TJ8	5CD4473TJ9		5CD4473TJB	
SERIAL DISTRIBUTION:		5CD4473TJC	5CD4473TJD		5CD4473TJF	
SERIAL DISTRIBUTION:		5CD4473TJG	5CD4473TJH		5CD4473TJJ	
SERIAL DISTRIBUTION:		5CD4473TJK	5CD4473TJL		5CD4473TJM	
SERIAL DISTRIBUTION:		5CD4473TJN	5CD4473TJP		5CD4473TJQ	
SERIAL DISTRIBUTION:		5CD4473TJR	5CD4473TJS		5CD4473TJT	
SERIAL DISTRIBUTION:		5CD4473TJV	5CD4473TJW		5CD4473TJX	
SERIAL DISTRIBUTION:		5CD4473TJY	5CD4473TJZ		5CD4473TK0	
SERIAL DISTRIBUTION:		5CD4473TK1	5CD4473TK2		5CD4473TK3	
SERIAL DISTRIBUTION:		5CD4473TK4	5CD4473TK5		5CD4473TK6	
SERIAL DISTRIBUTION:		5CD4473TK7	5CD4473TK8		5CD4473TK9	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473TKB	5CD4473TKC		5CD4473TKD	
SERIAL DISTRIBUTION:		5CD4473TKF	5CD4473TKG		5CD4473TKH	
SERIAL DISTRIBUTION:		5CD4473TKJ	5CD4473TKK		5CD4473TKL	
SERIAL DISTRIBUTION:		5CD4473TKM	5CD4473TKN		5CD4473TKP	
SERIAL DISTRIBUTION:		5CD4473TKQ	5CD4473TKR		5CD4473TKS	
SERIAL DISTRIBUTION:		5CD4473TKT	5CD4473TKV		5CD4473TKW	
SERIAL DISTRIBUTION:		5CD4473TKX	5CD4473TKY		5CD4473TKZ	
SERIAL DISTRIBUTION:		5CD4473TL0	5CD4473TL1		5CD4473TL2	
SERIAL DISTRIBUTION:		5CD4473TL3	5CD4473TL4		5CD4473TL5	
SERIAL DISTRIBUTION:		5CD4473TL6	5CD4473TL7		5CD4473TL8	
SERIAL DISTRIBUTION:		5CD4473TL9	5CD4473TLB		5CD4473TLC	
SERIAL DISTRIBUTION:		5CD4473TLD	5CD4473TLG		5CD4473TLH	
SERIAL DISTRIBUTION:		5CD4473TLJ	5CD4473TLK		5CD4473TLM	
SERIAL DISTRIBUTION:		5CD4473TLN	5CD4473TLP		5CD4473TLQ	
SERIAL DISTRIBUTION:		5CD4473TLR	5CD4473TLS		5CD4473TLT	
SERIAL DISTRIBUTION:		5CD4473TLV	5CD4473TLW		5CD4473TLX	
SERIAL DISTRIBUTION:		5CD4473TLY	5CD4473TLZ		5CD4473TM0	
SERIAL DISTRIBUTION:		5CD4473TM1	5CD4473TM2		5CD4473TM3	
SERIAL DISTRIBUTION:		5CD4473TM4	5CD4473TM5		5CD4473TM6	
SERIAL DISTRIBUTION:		5CD4473TM7	5CD4473TM8		5CD4473TM9	
SERIAL DISTRIBUTION:		5CD4473TMB	5CD4473TMC		5CD4473TMD	
SERIAL DISTRIBUTION:		5CD4473TMF	5CD4473TMG		5CD4473TMH	
SERIAL DISTRIBUTION:		5CD4473TMJ	5CD4473TMK		5CD4473TML	
SERIAL DISTRIBUTION:		5CD4473TMM	5CD4473TMN		5CD4473TMP	
SERIAL DISTRIBUTION:		5CD4473TMQ	5CD4473TMR		5CD4473TMS	
SERIAL DISTRIBUTION:		5CD4473TMT	5CD4473TMV		5CD4473TMX	
SERIAL DISTRIBUTION:		5CD4473TMY	5CD4473TMZ		5CD4473TN0	
SERIAL DISTRIBUTION:		5CD4473TN1	5CD4473TN2		5CD4473TN3	
SERIAL DISTRIBUTION:		5CD4473TN4	5CD4473TN5		5CD4473TN6	
SERIAL DISTRIBUTION:		5CD4473TN7	5CD4473TN8		5CD4473TN9	
SERIAL DISTRIBUTION:		5CD4473TNB	5CD4473TNC		5CD4473TND	
SERIAL DISTRIBUTION:		5CD4473TNF	5CD4473TNG		5CD4473TNH	
SERIAL DISTRIBUTION:		5CD4473TNJ	5CD4473TNK		5CD4473TNL	
SERIAL DISTRIBUTION:		5CD4473TNM	5CD4473TNN		5CD4473TNP	
SERIAL DISTRIBUTION:		5CD4473TNQ	5CD4473TNS		5CD4473TNT	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

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ACCOUNTS PAYABLE
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Santa Ana, CA 92701

SHIP TO:
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WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473TNV	5CD4473TNW		5CD4473TNX	
SERIAL DISTRIBUTION:		5CD4473TNY	5CD4473TNZ		5CD4473TP0	
SERIAL DISTRIBUTION:		5CD4473TP1	5CD4473TP2		5CD4473TP3	
SERIAL DISTRIBUTION:		5CD4473TP4	5CD4473TP5		5CD4473TP6	
SERIAL DISTRIBUTION:		5CD4473TP8	5CD4473TPB		5CD4473TPC	
SERIAL DISTRIBUTION:		5CD4473TPD	5CD4473TPF		5CD4473TPG	
SERIAL DISTRIBUTION:		5CD4473TPH	5CD4473TPJ		5CD4473TPK	
SERIAL DISTRIBUTION:		5CD4473TPL	5CD4473TPM		5CD4473TPN	
SERIAL DISTRIBUTION:		5CD4473TPP	5CD4473TPQ		5CD4473TPR	
SERIAL DISTRIBUTION:		5CD4473TPS	5CD4473TPT		5CD4473TPV	
SERIAL DISTRIBUTION:		5CD4473TPW	5CD4473TPX		5CD4473TPY	
SERIAL DISTRIBUTION:		5CD4473TPZ	5CD4473TQ0		5CD4473TQ1	
SERIAL DISTRIBUTION:		5CD4473TQ2	5CD4473TQ3		5CD4473TQ4	
SERIAL DISTRIBUTION:		5CD4473TQ5	5CD4473TQ6		5CD4473TQ7	
SERIAL DISTRIBUTION:		5CD4473TQ8	5CD4473TQ9		5CD4473TQB	
SERIAL DISTRIBUTION:		5CD4473TQC	5CD4473TQF		5CD4473TQG	
SERIAL DISTRIBUTION:		5CD4473TQH	5CD4473TQJ		5CD4473TQK	
SERIAL DISTRIBUTION:		5CD4473TQL	5CD4473TQM		5CD4473TQN	
SERIAL DISTRIBUTION:		5CD4473TQP	5CD4473TQQ		5CD4473TQR	
SERIAL DISTRIBUTION:		5CD4473TQS	5CD4473TQT		5CD4473TQV	
SERIAL DISTRIBUTION:		5CD4473TQW	5CD4473TQX		5CD4473TQY	
SERIAL DISTRIBUTION:		5CD4473TQZ	5CD4473TR0		5CD4473TR1	
SERIAL DISTRIBUTION:		5CD4473TR2	5CD4473TR3		5CD4473TR4	
SERIAL DISTRIBUTION:		5CD4473TR5	5CD4473TR6		5CD4473TR8	
SERIAL DISTRIBUTION:		5CD4473TR9	5CD4473TRB		5CD4473TRC	
SERIAL DISTRIBUTION:		5CD4473TRD	5CD4473TRF		5CD4473TRG	
SERIAL DISTRIBUTION:		5CD4473TRH	5CD4473TRJ		5CD4473TRK	
SERIAL DISTRIBUTION:		5CD4473TRL	5CD4473TRM		5CD4473TRN	
SERIAL DISTRIBUTION:		5CD4473TRQ	5CD4473TRR		5CD4473TRS	
SERIAL DISTRIBUTION:		5CD4473TRT	5CD4473TRV		5CD4473TRW	
SERIAL DISTRIBUTION:		5CD4473TRX	5CD4473TRY		5CD4473TRZ	
SERIAL DISTRIBUTION:		5CD4473TS0	5CD4473TS1		5CD4473TS2	
SERIAL DISTRIBUTION:		5CD4473TS3	5CD4473TS4		5CD4473TS5	
SERIAL DISTRIBUTION:		5CD4473TS6	5CD4473TS7		5CD4473TS8	
SERIAL DISTRIBUTION:		5CD4473TS9	5CD4473TSB		5CD4473TSC	

CONTINUED

INVOICE

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473TSD	5CD4473TSF		5CD4473TSG	
SERIAL DISTRIBUTION:		5CD4473TSH	5CD4473TSJ		5CD4473TSK	
SERIAL DISTRIBUTION:		5CD4473TSL	5CD4473TSM		5CD4473TSN	
SERIAL DISTRIBUTION:		5CD4473TSP	5CD4473TSQ		5CD4473TSR	
SERIAL DISTRIBUTION:		5CD4473TST	5CD4473TSV		5CD4473TSX	
SERIAL DISTRIBUTION:		5CD4473TSY	5CD4473TSZ		5CD4473TT0	
SERIAL DISTRIBUTION:		5CD4473TT1	5CD4473TT3		5CD4473TT4	
SERIAL DISTRIBUTION:		5CD4473TT5	5CD4473TT6		5CD4473TT7	
SERIAL DISTRIBUTION:		5CD4473TT8	5CD4473TT9		5CD4473TTB	
SERIAL DISTRIBUTION:		5CD4473TTC	5CD4473TTD		5CD4473TTF	
SERIAL DISTRIBUTION:		5CD4473TTG	5CD4473TTH		5CD4473TTJ	
SERIAL DISTRIBUTION:		5CD4473TTK	5CD4473TTL		5CD4473TTM	
SERIAL DISTRIBUTION:		5CD4473TTN	5CD4473TTP		5CD4473TTR	
SERIAL DISTRIBUTION:		5CD4473TTS	5CD4473TTT		5CD4473TTV	
SERIAL DISTRIBUTION:		5CD4473TTW	5CD4473TTX		5CD4473TTY	
SERIAL DISTRIBUTION:		5CD4473TTZ	5CD4473TV1		5CD4473TV3	
SERIAL DISTRIBUTION:		5CD4473TV4	5CD4473TV5		5CD4473TV6	
SERIAL DISTRIBUTION:		5CD4473TV7	5CD4473TV8		5CD4473TV9	
SERIAL DISTRIBUTION:		5CD4473TVB	5CD4473TVC		5CD4473TVD	
SERIAL DISTRIBUTION:		5CD4473TVF	5CD4473TVG		5CD4473TVH	
SERIAL DISTRIBUTION:		5CD4473TVJ	5CD4473TVK		5CD4473TVL	
SERIAL DISTRIBUTION:		5CD4473TVM	5CD4473TVN		5CD4473TVP	
SERIAL DISTRIBUTION:		5CD4473TVQ	5CD4473TVS		5CD4473TVT	
SERIAL DISTRIBUTION:		5CD4473TVW	5CD4473TVX		5CD4473TW0	
SERIAL DISTRIBUTION:		5CD4473TW1	5CD4473TW2		5CD4473TW3	
SERIAL DISTRIBUTION:		5CD4473TW4	5CD4473TW5		5CD4473TW7	
SERIAL DISTRIBUTION:		5CD4473TW8	5CD4473TW9		5CD4473TWB	
SERIAL DISTRIBUTION:		5CD4473TWC	5CD4473TWD		5CD4473TWF	
SERIAL DISTRIBUTION:		5CD4473TWG	5CD4473TWH		5CD4473TWJ	
SERIAL DISTRIBUTION:		5CD4473TWK	5CD4473TWM		5CD4473TWN	
SERIAL DISTRIBUTION:		5CD4473TWP	5CD4473TWQ		5CD4473TWR	
SERIAL DISTRIBUTION:		5CD4473TWS	5CD4473TWT		5CD4473TWV	
SERIAL DISTRIBUTION:		5CD4473TWW	5CD4473TWX		5CD4473TWY	
SERIAL DISTRIBUTION:		5CD4473TWZ	5CD4473TX0		5CD4473TX1	
SERIAL DISTRIBUTION:		5CD4473TX2	5CD4473TX3		5CD4473TX4	

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473TX5	5CD4473TX6		5CD4473TX7	
SERIAL DISTRIBUTION:		5CD4473TX8	5CD4473TX9		5CD4473TXB	
SERIAL DISTRIBUTION:		5CD4473TXC	5CD4473TXD		5CD4473TXF	
SERIAL DISTRIBUTION:		5CD4473TXG	5CD4473TXH		5CD4473TXK	
SERIAL DISTRIBUTION:		5CD4473TXL	5CD4473TXM		5CD4473TXN	
SERIAL DISTRIBUTION:		5CD4473TXP	5CD4473TXQ		5CD4473TXR	
SERIAL DISTRIBUTION:		5CD4473TXS	5CD4473TXT		5CD4473TXV	
SERIAL DISTRIBUTION:		5CD4473TXW	5CD4473TXX		5CD4473TXY	
SERIAL DISTRIBUTION:		5CD4473TXZ	5CD4473TY0		5CD4473TY1	
SERIAL DISTRIBUTION:		5CD4473TY2	5CD4473TY3		5CD4473TY4	
SERIAL DISTRIBUTION:		5CD4473TY5	5CD4473TY6		5CD4473TY8	
SERIAL DISTRIBUTION:		5CD4473TY9	5CD4473TYB		5CD4473TYC	
SERIAL DISTRIBUTION:		5CD4473TYD	5CD4473TYF		5CD4473TYH	
SERIAL DISTRIBUTION:		5CD4473TYJ	5CD4473TYL		5CD4473TYN	
SERIAL DISTRIBUTION:		5CD4473TYP	5CD4473TYQ		5CD4473TYR	
SERIAL DISTRIBUTION:		5CD4473TYS	5CD4473TYT		5CD4473TYV	
SERIAL DISTRIBUTION:		5CD4473TYW	5CD4473TYX		5CD4473TYY	
SERIAL DISTRIBUTION:		5CD4473TYZ	5CD4473TZ0		5CD4473TZ1	
SERIAL DISTRIBUTION:		5CD4473TZ2	5CD4473TZ3		5CD4473TZ4	
SERIAL DISTRIBUTION:		5CD4473TZ5	5CD4473TZ6		5CD4473TZ7	
SERIAL DISTRIBUTION:		5CD4473TZ8	5CD4473TZB		5CD4473TZC	
SERIAL DISTRIBUTION:		5CD4473TZD	5CD4473TZF		5CD4473TZG	
SERIAL DISTRIBUTION:		5CD4473TZH	5CD4473TZJ		5CD4473TZK	
SERIAL DISTRIBUTION:		5CD4473TZL	5CD4473TZM		5CD4473TZN	
SERIAL DISTRIBUTION:		5CD4473TZP	5CD4473TZQ		5CD4473TZR	
SERIAL DISTRIBUTION:		5CD4473TZS	5CD4473TZT		5CD4473TZV	
SERIAL DISTRIBUTION:		5CD4473TZW	5CD4473TZX		5CD4473TZY	
SERIAL DISTRIBUTION:		5CD4473TZZ	5CD4473V00		5CD4473V01	
SERIAL DISTRIBUTION:		5CD4473V02	5CD4473V03		5CD4473V04	
SERIAL DISTRIBUTION:		5CD4473V05	5CD4473V06		5CD4473V07	
SERIAL DISTRIBUTION:		5CD4473V08	5CD4473V09		5CD4473V0B	
SERIAL DISTRIBUTION:		5CD4473V0C	5CD4473V0D		5CD4473V0F	
SERIAL DISTRIBUTION:		5CD4473V0G	5CD4473V0H		5CD4473V0J	
SERIAL DISTRIBUTION:		5CD4473V0K	5CD4473V0L		5CD4473V0M	
SERIAL DISTRIBUTION:		5CD4473V0N	5CD4473V0P		5CD4473V0Q	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473V0R	5CD4473V0S		5CD4473V0T	
SERIAL DISTRIBUTION:		5CD4473V0V	5CD4473V0W		5CD4473V0X	
SERIAL DISTRIBUTION:		5CD4473V0Y	5CD4473V0Z		5CD4473V11	
SERIAL DISTRIBUTION:		5CD4473V12	5CD4473V13		5CD4473V14	
SERIAL DISTRIBUTION:		5CD4473V16	5CD4473V18		5CD4473V19	
SERIAL DISTRIBUTION:		5CD4473V1B	5CD4473V1C		5CD4473V1D	
SERIAL DISTRIBUTION:		5CD4473V1F	5CD4473V1G		5CD4473V1H	
SERIAL DISTRIBUTION:		5CD4473V1J	5CD4473V1K		5CD4473V1L	
SERIAL DISTRIBUTION:		5CD4473V1M	5CD4473V1N		5CD4473V1P	
SERIAL DISTRIBUTION:		5CD4473V1Q	5CD4473V1R		5CD4473V1S	
SERIAL DISTRIBUTION:		5CD4473V1T	5CD4473V1V		5CD4473V1W	
SERIAL DISTRIBUTION:		5CD4473V1X	5CD4473V1Y		5CD4473V1Z	
SERIAL DISTRIBUTION:		5CD4473V20	5CD4473V21		5CD4473V22	
SERIAL DISTRIBUTION:		5CD4473V23	5CD4473V24		5CD4473V25	
SERIAL DISTRIBUTION:		5CD4473V26	5CD4473V27		5CD4473V28	
SERIAL DISTRIBUTION:		5CD4473V29	5CD4473V2B		5CD4473V2C	
SERIAL DISTRIBUTION:		5CD4473V2D	5CD4473V2F		5CD4473V2G	
SERIAL DISTRIBUTION:		5CD4473V2H	5CD4473V2J		5CD4473V2K	
SERIAL DISTRIBUTION:		5CD4473V2L	5CD4473V2M		5CD4473V2N	
SERIAL DISTRIBUTION:		5CD4473V2P	5CD4473V2Q		5CD4473V2R	
SERIAL DISTRIBUTION:		5CD4473V2S	5CD4473V2T		5CD4473V2V	
SERIAL DISTRIBUTION:		5CD4473V2W	5CD4473V2X		5CD4473V2Y	
SERIAL DISTRIBUTION:		5CD4473V2Z	5CD4473V30		5CD4473V31	
SERIAL DISTRIBUTION:		5CD4473V32	5CD4473V33		5CD4473V34	
SERIAL DISTRIBUTION:		5CD4473V35	5CD4473V36		5CD4473V37	
SERIAL DISTRIBUTION:		5CD4473V38	5CD4473V39		5CD4473V3B	
SERIAL DISTRIBUTION:		5CD4473V3C	5CD4473V3D		5CD4473V3F	
SERIAL DISTRIBUTION:		5CD4473V3G	5CD4473V3H		5CD4473V3J	
SERIAL DISTRIBUTION:		5CD4473V3K	5CD4473V3L		5CD4473V3M	
SERIAL DISTRIBUTION:		5CD4473V3N	5CD4473V3P		5CD4473V3Q	
SERIAL DISTRIBUTION:		5CD4473V3R	5CD4473V3S		5CD4473V3T	
SERIAL DISTRIBUTION:		5CD4473V3V	5CD4473V3W		5CD4473V3X	
SERIAL DISTRIBUTION:		5CD4473V3Y	5CD4473V3Z		5CD4473V40	
SERIAL DISTRIBUTION:		5CD4473V41	5CD4473V42		5CD4473V43	
SERIAL DISTRIBUTION:		5CD4473V44	5CD4473V45		5CD4473V46	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

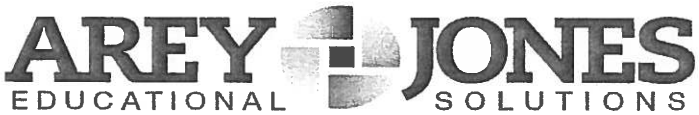
CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473V47	5CD4473V48		5CD4473V49	
SERIAL DISTRIBUTION:		5CD4473V4B	5CD4473V4C		5CD4473V4D	
SERIAL DISTRIBUTION:		5CD4473V4F	5CD4473V4G		5CD4473V4H	
SERIAL DISTRIBUTION:		5CD4473V4J	5CD4473V4K		5CD4473V4L	
SERIAL DISTRIBUTION:		5CD4473V4M	5CD4473V4N		5CD4473V4P	
SERIAL DISTRIBUTION:		5CD4473V4Q	5CD4473V4R		5CD4473V4S	
SERIAL DISTRIBUTION:		5CD4473V4T	5CD4473V4V		5CD4473V4W	
SERIAL DISTRIBUTION:		5CD4473V4X	5CD4473V4Y		5CD4473V4Z	
SERIAL DISTRIBUTION:		5CD4473V50	5CD4473V51		5CD4473V52	
SERIAL DISTRIBUTION:		5CD4473V53	5CD4473V54		5CD4473V55	
SERIAL DISTRIBUTION:		5CD4473V56	5CD4473V57		5CD4473V58	
SERIAL DISTRIBUTION:		5CD4473V59	5CD4473V5B		5CD4473V5C	
SERIAL DISTRIBUTION:		5CD4473V5D	5CD4473V5F		5CD4473V5G	
SERIAL DISTRIBUTION:		5CD4473V5H	5CD4473V5J		5CD4473V5K	
SERIAL DISTRIBUTION:		5CD4473V5L	5CD4473V5M		5CD4473V5N	
SERIAL DISTRIBUTION:		5CD4473V5P	5CD4473V5Q		5CD4473V5R	
SERIAL DISTRIBUTION:		5CD4473V5S	5CD4473V5T		5CD4473V5V	
SERIAL DISTRIBUTION:		5CD4473V5W	5CD4473V5X		5CD4473V5Y	
SERIAL DISTRIBUTION:		5CD4473V5Z	5CD4473V61		5CD4473V62	
SERIAL DISTRIBUTION:		5CD4473V63	5CD4473V64		5CD4473V65	
SERIAL DISTRIBUTION:		5CD4473V66	5CD4473V67		5CD4473V68	
SERIAL DISTRIBUTION:		5CD4473V69	5CD4473V6B		5CD4473V6C	
SERIAL DISTRIBUTION:		5CD4473V6D	5CD4473V6F		5CD4473V6G	
SERIAL DISTRIBUTION:		5CD4473V6H	5CD4473V6J		5CD4473V6K	
SERIAL DISTRIBUTION:		5CD4473V6L	5CD4473V6M		5CD4473V6N	
SERIAL DISTRIBUTION:		5CD4473V6P	5CD4473V6Q		5CD4473V6R	
SERIAL DISTRIBUTION:		5CD4473V6S	5CD4473V6T		5CD4473V6V	
SERIAL DISTRIBUTION:		5CD4473V6W	5CD4473V6X		5CD4473V6Y	
SERIAL DISTRIBUTION:		5CD4473V6Z	5CD4473V70		5CD4473V71	
SERIAL DISTRIBUTION:		5CD4473V72	5CD4473V73		5CD4473V74	
SERIAL DISTRIBUTION:		5CD4473V75	5CD4473V76		5CD4473V77	
SERIAL DISTRIBUTION:		5CD4473V78	5CD4473V79		5CD4473V7B	
SERIAL DISTRIBUTION:		5CD4473V7C	5CD4473V7D		5CD4473V7F	
SERIAL DISTRIBUTION:		5CD4473V7G	5CD4473V7H		5CD4473V7J	
SERIAL DISTRIBUTION:		5CD4473V7K	5CD4473V7L		5CD4473V7M	

CONTINUED

INVOICE



INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
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ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
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WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473V7N	5CD4473V7P		5CD4473V7Q	
SERIAL DISTRIBUTION:		5CD4473V7R	5CD4473V7S		5CD4473V7T	
SERIAL DISTRIBUTION:		5CD4473V7V	5CD4473V7W		5CD4473V7X	
SERIAL DISTRIBUTION:		5CD4473V7Y	5CD4473V7Z		5CD4473V80	
SERIAL DISTRIBUTION:		5CD4473V81	5CD4473V82		5CD4473V83	
SERIAL DISTRIBUTION:		5CD4473V84	5CD4473V85		5CD4473V86	
SERIAL DISTRIBUTION:		5CD4473V87	5CD4473V88		5CD4473V89	
SERIAL DISTRIBUTION:		5CD4473V8B	5CD4473V8C		5CD4473V8D	
SERIAL DISTRIBUTION:		5CD4473V8G	5CD4473V8H		5CD4473V8J	
SERIAL DISTRIBUTION:		5CD4473V8K	5CD4473V8L		5CD4473V8M	
SERIAL DISTRIBUTION:		5CD4473V8N	5CD4473V8P		5CD4473V8Q	
SERIAL DISTRIBUTION:		5CD4473V8R	5CD4473V8S		5CD4473V8T	
SERIAL DISTRIBUTION:		5CD4473V8V	5CD4473V8W		5CD4473V8X	
SERIAL DISTRIBUTION:		5CD4473V8Y	5CD4473V8Z		5CD4473V90	
SERIAL DISTRIBUTION:		5CD4473V91	5CD4473V92		5CD4473V93	
SERIAL DISTRIBUTION:		5CD4473V94	5CD4473V95		5CD4473V96	
SERIAL DISTRIBUTION:		5CD4473V97	5CD4473V98		5CD4473V99	
SERIAL DISTRIBUTION:		5CD4473V9B	5CD4473V9C		5CD4473V9D	
SERIAL DISTRIBUTION:		5CD4473V9F	5CD4473V9H		5CD4473V9J	
SERIAL DISTRIBUTION:		5CD4473V9K	5CD4473V9L		5CD4473V9M	
SERIAL DISTRIBUTION:		5CD4473V9N	5CD4473V9P		5CD4473V9Q	
SERIAL DISTRIBUTION:		5CD4473V9R	5CD4473V9S		5CD4473V9T	
SERIAL DISTRIBUTION:		5CD4473V9V	5CD4473V9W		5CD4473V9X	
SERIAL DISTRIBUTION:		5CD4473V9Y	5CD4473V9Z		5CD4473VB0	
SERIAL DISTRIBUTION:		5CD4473VB1	5CD4473VB2		5CD4473VB3	
SERIAL DISTRIBUTION:		5CD4473VB4	5CD4473VB5		5CD4473VB6	
SERIAL DISTRIBUTION:		5CD4473VB7	5CD4473VB8		5CD4473VB9	
SERIAL DISTRIBUTION:		5CD4473VBB	5CD4473VBC		5CD4473VBD	
SERIAL DISTRIBUTION:		5CD4473VBF	5CD4473VBG		5CD4473VBH	
SERIAL DISTRIBUTION:		5CD4473VBJ	5CD4473VBK		5CD4473VBL	
SERIAL DISTRIBUTION:		5CD4473VBM	5CD4473VBN		5CD4473VBP	
SERIAL DISTRIBUTION:		5CD4473VBQ	5CD4473VBR		5CD4473VBS	
SERIAL DISTRIBUTION:		5CD4473VBT	5CD4473VBV		5CD4473VBW	
SERIAL DISTRIBUTION:		5CD4473VBX	5CD4473VBY		5CD4473VBZ	
SERIAL DISTRIBUTION:		5CD4473VC0	5CD4473VC1		5CD4473VC2	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473VC3	5CD4473VC4		5CD4473VC5	
SERIAL DISTRIBUTION:		5CD4473VC6	5CD4473VC7		5CD4473VC8	
SERIAL DISTRIBUTION:		5CD4473VC9	5CD4473VCB		5CD4473VCC	
SERIAL DISTRIBUTION:		5CD4473VCD	5CD4473VCF		5CD4473VCG	
SERIAL DISTRIBUTION:		5CD4473VCH	5CD4473VCJ		5CD4473VCK	
SERIAL DISTRIBUTION:		5CD4473VCL	5CD4473VCM		5CD4473VCN	
SERIAL DISTRIBUTION:		5CD4473VCP	5CD4473VCQ		5CD4473VCR	
SERIAL DISTRIBUTION:		5CD4473VCS	5CD4473VCT		5CD4473VCV	
SERIAL DISTRIBUTION:		5CD4473VCW	5CD4473VCX		5CD4473VCY	
SERIAL DISTRIBUTION:		5CD4473VCZ	5CD4473VD0		5CD4473VD1	
SERIAL DISTRIBUTION:		5CD4473VD2	5CD4473VD3		5CD4473VD4	
SERIAL DISTRIBUTION:		5CD4473VD5	5CD4473VD6		5CD4473VD7	
SERIAL DISTRIBUTION:		5CD4473VD8	5CD4473VD9		5CD4473VDB	
SERIAL DISTRIBUTION:		5CD4473VDC	5CD4473VDD		5CD4473VDF	
SERIAL DISTRIBUTION:		5CD4473VDG	5CD4473VDH		5CD4473VDJ	
SERIAL DISTRIBUTION:		5CD4473VDK	5CD4473VDL		5CD4473VDM	
SERIAL DISTRIBUTION:		5CD4473VDN	5CD4473VDP		5CD4473VDQ	
SERIAL DISTRIBUTION:		5CD4473VDR	5CD4473VDS		5CD4473VDT	
SERIAL DISTRIBUTION:		5CD4473VDV	5CD4473VDW		5CD4473VDX	
SERIAL DISTRIBUTION:		5CD4473VDY	5CD4473VDZ		5CD4473VF0	
SERIAL DISTRIBUTION:		5CD4473VF1	5CD4473VF2		5CD4473VF3	
SERIAL DISTRIBUTION:		5CD4473VF4	5CD4473VF5		5CD4473VF6	
SERIAL DISTRIBUTION:		5CD4473VF7	5CD4473VF8		5CD4473VF9	
SERIAL DISTRIBUTION:		5CD4473VFB	5CD4473VFC		5CD4473VFD	
SERIAL DISTRIBUTION:		5CD4473VFF	5CD4473VFG		5CD4473VFH	
SERIAL DISTRIBUTION:		5CD4473VFJ	5CD4473VFK		5CD4473VFL	
SERIAL DISTRIBUTION:		5CD4473VFM	5CD4473VFN		5CD4473VFP	
SERIAL DISTRIBUTION:		5CD4473VFQ	5CD4473VFR		5CD4473VFS	
SERIAL DISTRIBUTION:		5CD4473VFT	5CD4473VFV		5CD4473VFW	
SERIAL DISTRIBUTION:		5CD4473VFX	5CD4473VFY		5CD4473VFZ	
SERIAL DISTRIBUTION:		5CD4473VG0	5CD4473VG1		5CD4473VG2	
SERIAL DISTRIBUTION:		5CD4473VG3	5CD4473VG4		5CD4473VG5	
SERIAL DISTRIBUTION:		5CD4473VG6	5CD4473VG7		5CD4473VG8	
SERIAL DISTRIBUTION:		5CD4473VG9	5CD4473VGB		5CD4473VGC	
SERIAL DISTRIBUTION:		5CD4473VGD	5CD4473VGF		5CD4473VGG	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473VGH	5CD4473VGJ		5CD4473VGK	
SERIAL DISTRIBUTION:		5CD4473VGL	5CD4473VGM		5CD4473VGP	
SERIAL DISTRIBUTION:		5CD4473VGQ	5CD4473VGR		5CD4473VGS	
SERIAL DISTRIBUTION:		5CD4473VGT	5CD4473VGV		5CD4473VGW	
SERIAL DISTRIBUTION:		5CD4473VGX	5CD4473VGY		5CD4473VGZ	
SERIAL DISTRIBUTION:		5CD4473VH0	5CD4473VH2		5CD4473VH3	
SERIAL DISTRIBUTION:		5CD4473VH4	5CD4473VH5		5CD4473VH6	
SERIAL DISTRIBUTION:		5CD4473VH7	5CD4473VH8		5CD4473VH9	
SERIAL DISTRIBUTION:		5CD4473VHB	5CD4473VHC		5CD4473VHD	
SERIAL DISTRIBUTION:		5CD4473VHF	5CD4473VHG		5CD4473VHH	
SERIAL DISTRIBUTION:		5CD4473VHJ	5CD4473VHK		5CD4473VHL	
SERIAL DISTRIBUTION:		5CD4473VHM	5CD4473VHN		5CD4473VHP	
SERIAL DISTRIBUTION:		5CD4473VHQ	5CD4473VHR		5CD4473VHS	
SERIAL DISTRIBUTION:		5CD4473VHT	5CD4473VHV		5CD4473VHW	
SERIAL DISTRIBUTION:		5CD4473VHX	5CD4473VHY		5CD4473VHZ	
SERIAL DISTRIBUTION:		5CD4473VJ0	5CD4473VJ1		5CD4473VJ2	
SERIAL DISTRIBUTION:		5CD4473VJ3	5CD4473VJ4		5CD4473VJ5	
SERIAL DISTRIBUTION:		5CD4473VJ6	5CD4473VJ7		5CD4473VJ8	
SERIAL DISTRIBUTION:		5CD4473VJ9	5CD4473VJB		5CD4473VJC	
SERIAL DISTRIBUTION:		5CD4473VJD	5CD4473VJF		5CD4473VJG	
SERIAL DISTRIBUTION:		5CD4473VJH	5CD4473VJJ		5CD4473VJK	
SERIAL DISTRIBUTION:		5CD4473VJL	5CD4473VJM		5CD4473VJN	
SERIAL DISTRIBUTION:		5CD4473VJP	5CD4473VJQ		5CD4473VJR	
SERIAL DISTRIBUTION:		5CD4473VJS	5CD4473VJT		5CD4473VJV	
SERIAL DISTRIBUTION:		5CD4473VJW	5CD4473VJX		5CD4473VJY	
SERIAL DISTRIBUTION:		5CD4473VJZ	5CD4473VK0		5CD4473VK1	
SERIAL DISTRIBUTION:		5CD4473VK2	5CD4473VK3		5CD4473VK4	
SERIAL DISTRIBUTION:		5CD4473VK5	5CD4473VK6		5CD4473VK7	
SERIAL DISTRIBUTION:		5CD4473VK8	5CD4473VK9		5CD4473VKB	
SERIAL DISTRIBUTION:		5CD4473VKC	5CD4473VKD		5CD4473VKF	
SERIAL DISTRIBUTION:		5CD4473VKG	5CD4473VKH		5CD4473VKJ	
SERIAL DISTRIBUTION:		5CD4473VKK	5CD4473VKL		5CD4473VKM	
SERIAL DISTRIBUTION:		5CD4473VKN	5CD4473VKP		5CD4473VKQ	
SERIAL DISTRIBUTION:		5CD4473VKR	5CD4473VKS		5CD4473VKT	
SERIAL DISTRIBUTION:		5CD4473VKV	5CD4473VKW		5CD4473VKX	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
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SHIP TO:
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WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473VKY	5CD4473VKZ		5CD4473VL0	
SERIAL DISTRIBUTION:		5CD4473VL1	5CD4473VL2		5CD4473VL3	
SERIAL DISTRIBUTION:		5CD4473VL4	5CD4473VL5		5CD4473VL6	
SERIAL DISTRIBUTION:		5CD4473VL7	5CD4473VL8		5CD4473VL9	
SERIAL DISTRIBUTION:		5CD4473VLB	5CD4473VLC		5CD4473VLD	
SERIAL DISTRIBUTION:		5CD4473VLF	5CD4473VLG		5CD4473VLH	
SERIAL DISTRIBUTION:		5CD4473VLJ	5CD4473VLK		5CD4473VLL	
SERIAL DISTRIBUTION:		5CD4473VLM	5CD4473VLN		5CD4473VLP	
SERIAL DISTRIBUTION:		5CD4473VLQ	5CD4473VLR		5CD4473VLS	
SERIAL DISTRIBUTION:		5CD4473VLT	5CD4473VLV		5CD4473VLW	
SERIAL DISTRIBUTION:		5CD4473VLX	5CD4473VLY		5CD4473VLZ	
SERIAL DISTRIBUTION:		5CD4473VM0	5CD4473VM1		5CD4473VM2	
SERIAL DISTRIBUTION:		5CD4473VM3	5CD4473VM4		5CD4473VM5	
SERIAL DISTRIBUTION:		5CD4473VM6	5CD4473VM7		5CD4473VM8	
SERIAL DISTRIBUTION:		5CD4473VM9	5CD4473VMB		5CD4473VMC	
SERIAL DISTRIBUTION:		5CD4473VMD	5CD4473VMF		5CD4473VMG	
SERIAL DISTRIBUTION:		5CD4473VMH	5CD4473VMJ		5CD4473VMK	
SERIAL DISTRIBUTION:		5CD4473VML	5CD4473VMM		5CD4473VMN	
SERIAL DISTRIBUTION:		5CD4473VMP	5CD4473VMQ		5CD4473VMT	
SERIAL DISTRIBUTION:		5CD4473VMV	5CD4473VMW		5CD4473VMX	
SERIAL DISTRIBUTION:		5CD4473VMY	5CD4473VN0		5CD4473VN1	
SERIAL DISTRIBUTION:		5CD4473VN2	5CD4473VN3		5CD4473VN4	
SERIAL DISTRIBUTION:		5CD4473VN5	5CD4473VN6		5CD4473VN8	
SERIAL DISTRIBUTION:		5CD4473VN9	5CD4473VNB		5CD4473VND	
SERIAL DISTRIBUTION:		5CD4473VNF	5CD4473VNG		5CD4473VNH	
SERIAL DISTRIBUTION:		5CD4473VNJ	5CD4473VNK		5CD4473VNL	
SERIAL DISTRIBUTION:		5CD4473VNM	5CD4473VNN		5CD4473VNP	
SERIAL DISTRIBUTION:		5CD4473VNQ	5CD4473VNR		5CD4473VNS	
SERIAL DISTRIBUTION:		5CD4473VNT	5CD4473VNV		5CD4473VNW	
SERIAL DISTRIBUTION:		5CD4473VNX	5CD4473VNY		5CD4473VNZ	
SERIAL DISTRIBUTION:		5CD4473VP0	5CD4473VP1		5CD4473VP2	
SERIAL DISTRIBUTION:		5CD4473VP3	5CD4473VP4		5CD4473VP5	
SERIAL DISTRIBUTION:		5CD4473VP6	5CD4473VP7		5CD4473VP8	
SERIAL DISTRIBUTION:		5CD4473VP9	5CD4473VPB		5CD4473VPC	
SERIAL DISTRIBUTION:		5CD4473VPD	5CD4473VPF		5CD4473VPG	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473VPH	5CD4473VPJ		5CD4473VPK	
SERIAL DISTRIBUTION:		5CD4473VPL	5CD4473VPM		5CD4473VPN	
SERIAL DISTRIBUTION:		5CD4473VPP	5CD4473VPQ		5CD4473VPR	
SERIAL DISTRIBUTION:		5CD4473VPS	5CD4473VPT		5CD4473VPV	
SERIAL DISTRIBUTION:		5CD4473VPW	5CD4473VPX		5CD4473VPY	
SERIAL DISTRIBUTION:		5CD4473VPZ	5CD4473VQ0		5CD4473VQ1	
SERIAL DISTRIBUTION:		5CD4473VQ2	5CD4473VQ3		5CD4473VQ4	
SERIAL DISTRIBUTION:		5CD4473VQ5	5CD4473VQ6		5CD4473VQ7	
SERIAL DISTRIBUTION:		5CD4473VQ8	5CD4473VQ9		5CD4473VQB	
SERIAL DISTRIBUTION:		5CD4473VQC	5CD4473VQD		5CD4473VQF	
SERIAL DISTRIBUTION:		5CD4473VQG	5CD4473VQH		5CD4473VQJ	
SERIAL DISTRIBUTION:		5CD4473VQK	5CD4473VQL		5CD4473VQM	
SERIAL DISTRIBUTION:		5CD4473VQN	5CD4473VQP		5CD4473VQQ	
SERIAL DISTRIBUTION:		5CD4473VQR	5CD4473VQT		5CD4473VQV	
SERIAL DISTRIBUTION:		5CD4473VQW	5CD4473VQY		5CD4473VQZ	
SERIAL DISTRIBUTION:		5CD4473VR0	5CD4473VR1		5CD4473VR3	
SERIAL DISTRIBUTION:		5CD4473VR5	5CD4473VR6		5CD4473VR7	
SERIAL DISTRIBUTION:		5CD4473VR8	5CD4473VR9		5CD4473VRB	
SERIAL DISTRIBUTION:		5CD4473VRC	5CD4473VRD		5CD4473VRG	
SERIAL DISTRIBUTION:		5CD4473VRH	5CD4473VRJ		5CD4473VRK	
SERIAL DISTRIBUTION:		5CD4473VRL	5CD4473VRM		5CD4473VRN	
SERIAL DISTRIBUTION:		5CD4473VRP	5CD4473VRQ		5CD4473VRR	
SERIAL DISTRIBUTION:		5CD4473VRS	5CD4473VRT		5CD4473VRV	
SERIAL DISTRIBUTION:		5CD4473VRW	5CD4473VRX		5CD4473VRY	
SERIAL DISTRIBUTION:		5CD4473VRZ	5CD4473VS0		5CD4473VS1	
SERIAL DISTRIBUTION:		5CD4473VS2	5CD4473VS3		5CD4473VS4	
SERIAL DISTRIBUTION:		5CD4473VS5	5CD4473VS6		5CD4473VS7	
SERIAL DISTRIBUTION:		5CD4473VS8	5CD4473VS9		5CD4473VSB	
SERIAL DISTRIBUTION:		5CD4473VSC	5CD4473VSD		5CD4473VSF	
SERIAL DISTRIBUTION:		5CD4473VSG	5CD4473VSH		5CD4473VSJ	
SERIAL DISTRIBUTION:		5CD4473VSK	5CD4473VSL		5CD4473VSM	
SERIAL DISTRIBUTION:		5CD4473VSN	5CD4473VSP		5CD4473VSQ	
SERIAL DISTRIBUTION:		5CD4473VSR	5CD4473VSS		5CD4473VST	
SERIAL DISTRIBUTION:		5CD4473VSV	5CD4473VSW		5CD4473VSX	
SERIAL DISTRIBUTION:		5CD4473VSY	5CD4473VSZ		5CD4473VT0	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

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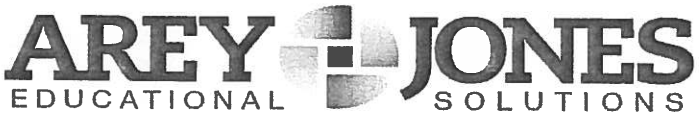
CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473VT1	5CD4473VT2		5CD4473VT3	
SERIAL DISTRIBUTION:		5CD4473VT4	5CD4473VT5		5CD4473VT6	
SERIAL DISTRIBUTION:		5CD4473VT7	5CD4473VT8		5CD4473VT9	
SERIAL DISTRIBUTION:		5CD4473VTF	5CD4473VTG		5CD4473VTH	
SERIAL DISTRIBUTION:		5CD4473VTJ	5CD4473VTK		5CD4473VTL	
SERIAL DISTRIBUTION:		5CD4473VTM	5CD4473VTN		5CD4473VTQ	
SERIAL DISTRIBUTION:		5CD4473VTR	5CD4473VTS		5CD4473VTT	
SERIAL DISTRIBUTION:		5CD4473VTV	5CD4473VTW		5CD4473VTX	
SERIAL DISTRIBUTION:		5CD4473VTY	5CD4473VTZ		5CD4473VV0	
SERIAL DISTRIBUTION:		5CD4473VV1	5CD4473VV2		5CD4473VV3	
SERIAL DISTRIBUTION:		5CD4473VV4	5CD4473VV5		5CD4473VV6	
SERIAL DISTRIBUTION:		5CD4473VV7	5CD4473VV8		5CD4473VV9	
SERIAL DISTRIBUTION:		5CD4473VVB	5CD4473VVC		5CD4473VVD	
SERIAL DISTRIBUTION:		5CD4473VVG	5CD4473VVH		5CD4473VVJ	
SERIAL DISTRIBUTION:		5CD4473VVK	5CD4473VVL		5CD4473VVM	
SERIAL DISTRIBUTION:		5CD4473VVN	5CD4473VVP		5CD4473VVQ	
SERIAL DISTRIBUTION:		5CD4473VVS	5CD4473VVV		5CD4473VVW	
SERIAL DISTRIBUTION:		5CD4473VVX	5CD4473VVZ		5CD4473VW0	
SERIAL DISTRIBUTION:		5CD4473VW1	5CD4473VW2		5CD4473VW4	
SERIAL DISTRIBUTION:		5CD4473VW5	5CD4473VW6		5CD4473VW7	
SERIAL DISTRIBUTION:		5CD4473VW8	5CD4473VWB		5CD4473VWC	
SERIAL DISTRIBUTION:		5CD4473VWD	5CD4473VWF		5CD4473VWG	
SERIAL DISTRIBUTION:		5CD4473VWH	5CD4473VWJ		5CD4473VWK	
SERIAL DISTRIBUTION:		5CD4473VWL	5CD4473VWM		5CD4473VWN	
SERIAL DISTRIBUTION:		5CD4473VWP	5CD4473VWQ		5CD4473VWR	
SERIAL DISTRIBUTION:		5CD4473VWS	5CD4473VWT		5CD4473VWV	
SERIAL DISTRIBUTION:		5CD4473VWW	5CD4473VWX		5CD4473VWY	
SERIAL DISTRIBUTION:		5CD4473VWZ	5CD4473VX0		5CD4473VX1	
SERIAL DISTRIBUTION:		5CD4473VX2	5CD4473VX3		5CD4473VX4	
SERIAL DISTRIBUTION:		5CD4473VX5	5CD4473VX6		5CD4473VX7	
SERIAL DISTRIBUTION:		5CD4473VX8	5CD4473VX9		5CD4473VXB	
SERIAL DISTRIBUTION:		5CD4473VXD	5CD4473VXF		5CD4473VXG	
SERIAL DISTRIBUTION:		5CD4473VXH	5CD4473VXJ		5CD4473VXK	
SERIAL DISTRIBUTION:		5CD4473VXL	5CD4473VXM		5CD4473VXN	
SERIAL DISTRIBUTION:		5CD4473VXP	5CD4473VXQ		5CD4473VXR	

CONTINUED

INVOICE



INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

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CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473VXS	5CD4473VXT		5CD4473VXV	
SERIAL DISTRIBUTION:		5CD4473VXW	5CD4473VXX		5CD4473VXY	
SERIAL DISTRIBUTION:		5CD4473VXZ	5CD4473VY0		5CD4473VY1	
SERIAL DISTRIBUTION:		5CD4473VY2	5CD4473VY3		5CD4473VY4	
SERIAL DISTRIBUTION:		5CD4473VY5	5CD4473VY6		5CD4473VY7	
SERIAL DISTRIBUTION:		5CD4473VY8	5CD4473VYB		5CD4473VYC	
SERIAL DISTRIBUTION:		5CD4473VYD	5CD4473VYF		5CD4473VYG	
SERIAL DISTRIBUTION:		5CD4473VYH	5CD4473VYK		5CD4473VYL	
SERIAL DISTRIBUTION:		5CD4473VYM	5CD4473VYN		5CD4473VYP	
SERIAL DISTRIBUTION:		5CD4473VYQ	5CD4473VYR		5CD4473VYS	
SERIAL DISTRIBUTION:		5CD4473VYT	5CD4473VYV		5CD4473VYW	
SERIAL DISTRIBUTION:		5CD4473VYX	5CD4473VYY		5CD4473VYZ	
SERIAL DISTRIBUTION:		5CD4473VZ0	5CD4473VZ1		5CD4473VZ3	
SERIAL DISTRIBUTION:		5CD4473VZ4	5CD4473VZ5		5CD4473VZ6	
SERIAL DISTRIBUTION:		5CD4473VZ7	5CD4473VZ8		5CD4473VZ9	
SERIAL DISTRIBUTION:		5CD4473VZB	5CD4473VZC		5CD4473VZD	
SERIAL DISTRIBUTION:		5CD4473VZG	5CD4473VZH		5CD4473VZJ	
SERIAL DISTRIBUTION:		5CD4473VZK	5CD4473VZL		5CD4473VZM	
SERIAL DISTRIBUTION:		5CD4473VZN	5CD4473VZP		5CD4473VZQ	
SERIAL DISTRIBUTION:		5CD4473VZR	5CD4473VZS		5CD4473VZT	
SERIAL DISTRIBUTION:		5CD4473VZV	5CD4473VZW		5CD4473VZX	
SERIAL DISTRIBUTION:		5CD4473VZY	5CD4473VZZ		5CD4473W00	
SERIAL DISTRIBUTION:		5CD4473W01	5CD4473W02		5CD4473W03	
SERIAL DISTRIBUTION:		5CD4473W04	5CD4473W05		5CD4473W06	
SERIAL DISTRIBUTION:		5CD4473W07	5CD4473W08		5CD4473W09	
SERIAL DISTRIBUTION:		5CD4473W0B	5CD4473W0C		5CD4473W0D	
SERIAL DISTRIBUTION:		5CD4473W0F	5CD4473W0G		5CD4473W0H	
SERIAL DISTRIBUTION:		5CD4473W0J	5CD4473W0K		5CD4473W0L	
SERIAL DISTRIBUTION:		5CD4473W0M	5CD4473W0N		5CD4473W0P	
SERIAL DISTRIBUTION:		5CD4473W0Q	5CD4473W0R		5CD4473W0S	
SERIAL DISTRIBUTION:		5CD4473W0T	5CD4473W0V		5CD4473W0W	
SERIAL DISTRIBUTION:		5CD4473W0X	5CD4473W0Y		5CD4473W0Z	
SERIAL DISTRIBUTION:		5CD4473W10	5CD4473W11		5CD4473W12	
SERIAL DISTRIBUTION:		5CD4473W13	5CD4473W14		5CD4473W15	
SERIAL DISTRIBUTION:		5CD4473W16	5CD4473W17		5CD4473W18	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473W19	5CD4473W1B		5CD4473W1C	
SERIAL DISTRIBUTION:		5CD4473W1D	5CD4473W1F		5CD4473W1G	
SERIAL DISTRIBUTION:		5CD4473W1H	5CD4473W1J		5CD4473W1K	
SERIAL DISTRIBUTION:		5CD4473W1L	5CD4473W1M		5CD4473W1N	
SERIAL DISTRIBUTION:		5CD4473W1P	5CD4473W1Q		5CD4473W1R	
SERIAL DISTRIBUTION:		5CD4473W1S	5CD4473W1T		5CD4473W1V	
SERIAL DISTRIBUTION:		5CD4473W1W	5CD4473W1X		5CD4473W1Y	
SERIAL DISTRIBUTION:		5CD4473W1Z	5CD4473W20		5CD4473W21	
SERIAL DISTRIBUTION:		5CD4473W22	5CD4473W23		5CD4473W24	
SERIAL DISTRIBUTION:		5CD4473W25	5CD4473W26		5CD4473W27	
SERIAL DISTRIBUTION:		5CD4473W28	5CD4473W29		5CD4473W2B	
SERIAL DISTRIBUTION:		5CD4473W2C	5CD4473W2D		5CD4473W2F	
SERIAL DISTRIBUTION:		5CD4473W2G	5CD4473W2H		5CD4473W2J	
SERIAL DISTRIBUTION:		5CD4473W2K	5CD4473W2L		5CD4473W2M	
SERIAL DISTRIBUTION:		5CD4473W2N	5CD4473W2P		5CD4473W2Q	
SERIAL DISTRIBUTION:		5CD4473W2R	5CD4473W2T		5CD4473W2V	
SERIAL DISTRIBUTION:		5CD4473W2W	5CD4473W2X		5CD4473W2Y	
SERIAL DISTRIBUTION:		5CD4473W2Z	5CD4473W30		5CD4473W31	
SERIAL DISTRIBUTION:		5CD4473W32	5CD4473W33		5CD4473W34	
SERIAL DISTRIBUTION:		5CD4473W35	5CD4473W36		5CD4473W37	
SERIAL DISTRIBUTION:		5CD4473W38	5CD4473W39		5CD4473W3B	
SERIAL DISTRIBUTION:		5CD4473W3C	5CD4473W3D		5CD4473W3F	
SERIAL DISTRIBUTION:		5CD4473W3G	5CD4473W3H		5CD4473W3J	
SERIAL DISTRIBUTION:		5CD4473W3K	5CD4473W3L		5CD4473W3M	
SERIAL DISTRIBUTION:		5CD4473W3N	5CD4473W3P		5CD4473W3Q	
SERIAL DISTRIBUTION:		5CD4473W3R	5CD4473W3S		5CD4473W3T	
SERIAL DISTRIBUTION:		5CD4473W3V	5CD4473W3W		5CD4473W3X	
SERIAL DISTRIBUTION:		5CD4473W3Y	5CD4473W3Z		5CD4473W40	
SERIAL DISTRIBUTION:		5CD4473W41	5CD4473W42		5CD4473W43	
SERIAL DISTRIBUTION:		5CD4473W44	5CD4473W45		5CD4473W46	
SERIAL DISTRIBUTION:		5CD4473W47	5CD4473W48		5CD4473W49	
SERIAL DISTRIBUTION:		5CD4473W4B	5CD4473W4C		5CD4473W4D	
SERIAL DISTRIBUTION:		5CD4473W4F	5CD4473W4G		5CD4473W4H	
SERIAL DISTRIBUTION:		5CD4473W4J	5CD4473W4K		5CD4473W4L	
SERIAL DISTRIBUTION:		5CD4473W4M	5CD4473W4N		5CD4473W4P	

CONTINUED

INVOICE

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473W4Q	5CD4473W4R		5CD4473W4S	
SERIAL DISTRIBUTION:		5CD4473W4T	5CD4473W4V		5CD4473W4W	
SERIAL DISTRIBUTION:		5CD4473W4X	5CD4473W4Y		5CD4473W50	
SERIAL DISTRIBUTION:		5CD4473W51	5CD4473W52		5CD4473W54	
SERIAL DISTRIBUTION:		5CD4473W55	5CD4473W56		5CD4473W57	
SERIAL DISTRIBUTION:		5CD4473W58	5CD4473W59		5CD4473W5B	
SERIAL DISTRIBUTION:		5CD4473W5C	5CD4473W5D		5CD4473W5F	
SERIAL DISTRIBUTION:		5CD4473W5G	5CD4473W5H		5CD4473W5J	
SERIAL DISTRIBUTION:		5CD4473W5K	5CD4473W5L		5CD4473W5M	
SERIAL DISTRIBUTION:		5CD4473W5N	5CD4473W5P		5CD4473W5Q	
SERIAL DISTRIBUTION:		5CD4473W5R	5CD4473W5S		5CD4473W5T	
SERIAL DISTRIBUTION:		5CD4473W5V	5CD4473W5X		5CD4473W5Y	
SERIAL DISTRIBUTION:		5CD4473W5Z	5CD4473W60		5CD4473W61	
SERIAL DISTRIBUTION:		5CD4473W62	5CD4473W63		5CD4473W64	
SERIAL DISTRIBUTION:		5CD4473W65	5CD4473W66		5CD4473W67	
SERIAL DISTRIBUTION:		5CD4473W68	5CD4473W69		5CD4473W6B	
SERIAL DISTRIBUTION:		5CD4473W6C	5CD4473W6D		5CD4473W6F	
SERIAL DISTRIBUTION:		5CD4473W6G	5CD4473W6H		5CD4473W6J	
SERIAL DISTRIBUTION:		5CD4473W6K	5CD4473W6L		5CD4473W6M	
SERIAL DISTRIBUTION:		5CD4473W6N	5CD4473W6P		5CD4473W6Q	
SERIAL DISTRIBUTION:		5CD4473W6R	5CD4473W6S		5CD4473W6T	
SERIAL DISTRIBUTION:		5CD4473W6V	5CD4473W6W		5CD4473W6X	
SERIAL DISTRIBUTION:		5CD4473W6Y	5CD4473W6Z		5CD4473W70	
SERIAL DISTRIBUTION:		5CD4473W71	5CD4473W72		5CD4473W73	
SERIAL DISTRIBUTION:		5CD4473W74	5CD4473W75		5CD4473W76	
SERIAL DISTRIBUTION:		5CD4473W77	5CD4473W78		5CD4473W79	
SERIAL DISTRIBUTION:		5CD4473W7B	5CD4473W7C		5CD4473W7F	
SERIAL DISTRIBUTION:		5CD4473W7G	5CD4473W7H		5CD4473W7J	
SERIAL DISTRIBUTION:		5CD4473W7K	5CD4473W7L		5CD4473W7M	
SERIAL DISTRIBUTION:		5CD4473W7N	5CD4473W7P		5CD4473W7Q	
SERIAL DISTRIBUTION:		5CD4473W7R	5CD4473W7S		5CD4473W7T	
SERIAL DISTRIBUTION:		5CD4473W7V	5CD4473W7W		5CD4473W7X	
SERIAL DISTRIBUTION:		5CD4473W7Y	5CD4473W7Z		5CD4473W80	
SERIAL DISTRIBUTION:		5CD4473W81	5CD4473W82		5CD4473W83	
SERIAL DISTRIBUTION:		5CD4473W84	5CD4473W85		5CD4473W86	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473W87	5CD4473W88		5CD4473W89	
SERIAL DISTRIBUTION:		5CD4473W8B	5CD4473W8C		5CD4473W8D	
SERIAL DISTRIBUTION:		5CD4473W8F	5CD4473W8G		5CD4473W8H	
SERIAL DISTRIBUTION:		5CD4473W8J	5CD4473W8K		5CD4473W8L	
SERIAL DISTRIBUTION:		5CD4473W8M	5CD4473W8N		5CD4473W8P	
SERIAL DISTRIBUTION:		5CD4473W8Q	5CD4473W8R		5CD4473W8S	
SERIAL DISTRIBUTION:		5CD4473W8T	5CD4473W8V		5CD4473W8W	
SERIAL DISTRIBUTION:		5CD4473W8X	5CD4473W8Y		5CD4473W8Z	
SERIAL DISTRIBUTION:		5CD4473W90	5CD4473W91		5CD4473W92	
SERIAL DISTRIBUTION:		5CD4473W93	5CD4473W94		5CD4473W95	
SERIAL DISTRIBUTION:		5CD4473W96	5CD4473W97		5CD4473W98	
SERIAL DISTRIBUTION:		5CD4473W99	5CD4473W9B		5CD4473W9C	
SERIAL DISTRIBUTION:		5CD4473W9D	5CD4473W9F		5CD4473W9G	
SERIAL DISTRIBUTION:		5CD4473W9H	5CD4473W9J		5CD4473W9K	
SERIAL DISTRIBUTION:		5CD4473W9L	5CD4473W9M		5CD4473W9N	
SERIAL DISTRIBUTION:		5CD4473W9P	5CD4473W9Q		5CD4473W9R	
SERIAL DISTRIBUTION:		5CD4473W9S	5CD4473W9T		5CD4473W9V	
SERIAL DISTRIBUTION:		5CD4473W9W	5CD4473W9X		5CD4473W9Y	
SERIAL DISTRIBUTION:		5CD4473W9Z	5CD4473WB0		5CD4473WB1	
SERIAL DISTRIBUTION:		5CD4473WB2	5CD4473WB3		5CD4473WB4	
SERIAL DISTRIBUTION:		5CD4473WB5	5CD4473WB6		5CD4473WB7	
SERIAL DISTRIBUTION:		5CD4473WB8	5CD4473WB9		5CD4473WBB	
SERIAL DISTRIBUTION:		5CD4473WBC	5CD4473WBD		5CD4473WBF	
SERIAL DISTRIBUTION:		5CD4473WBG	5CD4473WBH		5CD4473WBJ	
SERIAL DISTRIBUTION:		5CD4473WBK	5CD4473WBL		5CD4473WBM	
SERIAL DISTRIBUTION:		5CD4473WBN	5CD4473WBP		5CD4473WBQ	
SERIAL DISTRIBUTION:		5CD4473WBR	5CD4473WBS		5CD4473WBT	
SERIAL DISTRIBUTION:		5CD4473WBV	5CD4473WBW		5CD4473WBX	
SERIAL DISTRIBUTION:		5CD4473WBY	5CD4473WBZ		5CD4473WC0	
SERIAL DISTRIBUTION:		5CD4473WC1	5CD4473WC2		5CD4473WC3	
SERIAL DISTRIBUTION:		5CD4473WC4	5CD4473WC5		5CD4473WC6	
SERIAL DISTRIBUTION:		5CD4473WC7	5CD4473WC8		5CD4473WC9	
SERIAL DISTRIBUTION:		5CD4473WCB	5CD4473WCC		5CD4473WCD	
SERIAL DISTRIBUTION:		5CD4473WCF	5CD4473WCG		5CD4473WCH	
SERIAL DISTRIBUTION:		5CD4473WCJ	5CD4473WCK		5CD4473WCL	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473WCM	5CD4473WCN		5CD4473WCP	
SERIAL DISTRIBUTION:		5CD4473WCQ	5CD4473WCR		5CD4473WCS	
SERIAL DISTRIBUTION:		5CD4473WCT	5CD4473WCV		5CD4473WCW	
SERIAL DISTRIBUTION:		5CD4473WCX	5CD4473WCY		5CD4473WCZ	
SERIAL DISTRIBUTION:		5CD4473WD0	5CD4473WD1		5CD4473WD2	
SERIAL DISTRIBUTION:		5CD4473WD3	5CD4473WD4		5CD4473WD5	
SERIAL DISTRIBUTION:		5CD4473WD6	5CD4473WD7		5CD4473WD8	
SERIAL DISTRIBUTION:		5CD4473WD9	5CD4473WDB		5CD4473WDC	
SERIAL DISTRIBUTION:		5CD4473WDD	5CD4473WDF		5CD4473WDG	
SERIAL DISTRIBUTION:		5CD4473WDH	5CD4473WDJ		5CD4473WDK	
SERIAL DISTRIBUTION:		5CD4473WDL	5CD4473WDM		5CD4473WDN	
SERIAL DISTRIBUTION:		5CD4473WDP	5CD4473WDQ		5CD4473WDR	
SERIAL DISTRIBUTION:		5CD4473WDS	5CD4473WDT		5CD4473WDV	
SERIAL DISTRIBUTION:		5CD4473WDW	5CD4473WDX		5CD4473WDY	
SERIAL DISTRIBUTION:		5CD4473WDZ	5CD4473WF0		5CD4473WF1	
SERIAL DISTRIBUTION:		5CD4473WF2	5CD4473WF3		5CD4473WF4	
SERIAL DISTRIBUTION:		5CD4473WF5	5CD4473WF6		5CD4473WF7	
SERIAL DISTRIBUTION:		5CD4473WF8	5CD4473WF9		5CD4473WFB	
SERIAL DISTRIBUTION:		5CD4473WFC	5CD4473WFD		5CD4473WFF	
SERIAL DISTRIBUTION:		5CD4473WFG	5CD4473WFH		5CD4473WFJ	
SERIAL DISTRIBUTION:		5CD4473WFK	5CD4473WFL		5CD4473WFM	
SERIAL DISTRIBUTION:		5CD4473WFN	5CD4473WFP		5CD4473WFQ	
SERIAL DISTRIBUTION:		5CD4473WFR	5CD4473WFS		5CD4473WFT	
SERIAL DISTRIBUTION:		5CD4473WFV	5CD4473WFW		5CD4473WFX	
SERIAL DISTRIBUTION:		5CD4473WFY	5CD4473WFZ		5CD4473WG0	
SERIAL DISTRIBUTION:		5CD4473WG1	5CD4473WG2		5CD4473WG3	
SERIAL DISTRIBUTION:		5CD4473WG4	5CD4473WG5		5CD4473WG6	
SERIAL DISTRIBUTION:		5CD4473WG7	5CD4473WG8		5CD4473WG9	
SERIAL DISTRIBUTION:		5CD4473WGB	5CD4473WGD		5CD4473WGF	
SERIAL DISTRIBUTION:		5CD4473WGG	5CD4473WGH		5CD4473WGJ	
SERIAL DISTRIBUTION:		5CD4473WGK	5CD4473WGL		5CD4473WGM	
SERIAL DISTRIBUTION:		5CD4473WGN	5CD4473WGP		5CD4473WGQ	
SERIAL DISTRIBUTION:		5CD4473WGR	5CD4473WGS		5CD4473WGT	
SERIAL DISTRIBUTION:		5CD4473WGV	5CD4473WGW		5CD4473WGX	
SERIAL DISTRIBUTION:		5CD4473WGY	5CD4473WGZ		5CD4473WH0	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

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ACCOUNTS PAYABLE
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WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473WH1	5CD4473WH2		5CD4473WH3	
SERIAL DISTRIBUTION:		5CD4473WH4	5CD4473WH5		5CD4473WH6	
SERIAL DISTRIBUTION:		5CD4473WH7	5CD4473WH8		5CD4473WH9	
SERIAL DISTRIBUTION:		5CD4473WHB	5CD4473WHC		5CD4473WHD	
SERIAL DISTRIBUTION:		5CD4473WHF	5CD4473WHG		5CD4473WHH	
SERIAL DISTRIBUTION:		5CD4473WHJ	5CD4473WHK		5CD4473WHL	
SERIAL DISTRIBUTION:		5CD4473WHM	5CD4473WHN		5CD4473WHP	
SERIAL DISTRIBUTION:		5CD4473WHQ	5CD4473WHR		5CD4473WHS	
SERIAL DISTRIBUTION:		5CD4473WHT	5CD4473WHV		5CD4473WHW	
SERIAL DISTRIBUTION:		5CD4473WHX	5CD4473WHY		5CD4473WHZ	
SERIAL DISTRIBUTION:		5CD4473WJ0	5CD4473WJ1		5CD4473WJ2	
SERIAL DISTRIBUTION:		5CD4473WJ3	5CD4473WJ4		5CD4473WJ5	
SERIAL DISTRIBUTION:		5CD4473WJ6	5CD4473WJ8		5CD4473WJ9	
SERIAL DISTRIBUTION:		5CD4473WJB	5CD4473WJC		5CD4473WJD	
SERIAL DISTRIBUTION:		5CD4473WJF	5CD4473WJG		5CD4473WJH	
SERIAL DISTRIBUTION:		5CD4473WJJ	5CD4473WJK		5CD4473WJL	
SERIAL DISTRIBUTION:		5CD4473WJM	5CD4473WJN		5CD4473WJP	
SERIAL DISTRIBUTION:		5CD4473WJQ	5CD4473WJR		5CD4473WJS	
SERIAL DISTRIBUTION:		5CD4473WJT	5CD4473WJV		5CD4473WJW	
SERIAL DISTRIBUTION:		5CD4473WJX	5CD4473WJY		5CD4473WJZ	
SERIAL DISTRIBUTION:		5CD4473WK0	5CD4473WK1		5CD4473WK2	
SERIAL DISTRIBUTION:		5CD4473WK3	5CD4473WK4		5CD4473WK5	
SERIAL DISTRIBUTION:		5CD4473WK6	5CD4473WK7		5CD4473WK8	
SERIAL DISTRIBUTION:		5CD4473WK9	5CD4473WKB		5CD4473WKC	
SERIAL DISTRIBUTION:		5CD4473WKD	5CD4473WKF		5CD4473WKG	
SERIAL DISTRIBUTION:		5CD4473WKH	5CD4473WKJ		5CD4473WKK	
SERIAL DISTRIBUTION:		5CD4473WKL	5CD4473WKM		5CD4473WKN	
SERIAL DISTRIBUTION:		5CD4473WKP	5CD4473WKQ		5CD4473WKR	
SERIAL DISTRIBUTION:		5CD4473WKS	5CD4473WKT		5CD4473WKV	
SERIAL DISTRIBUTION:		5CD4473WKW	5CD4473WKX		5CD4473WKY	
SERIAL DISTRIBUTION:		5CD4473WKZ	5CD4473WL0		5CD4473WL1	
SERIAL DISTRIBUTION:		5CD4473WL2	5CD4473WL3		5CD4473WL4	
SERIAL DISTRIBUTION:		5CD4473WL5	5CD4473WL6		5CD4473WL7	
SERIAL DISTRIBUTION:		5CD4473WL8	5CD4473WL9		5CD4473WLB	
SERIAL DISTRIBUTION:		5CD4473WLC	5CD4473WLD		5CD4473WLF	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

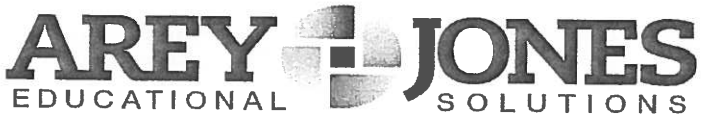
CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473WLG	5CD4473WLH		5CD4473WLJ	
SERIAL DISTRIBUTION:		5CD4473WLK	5CD4473WLL		5CD4473WLN	
SERIAL DISTRIBUTION:		5CD4473WLP	5CD4473WLQ		5CD4473WLR	
SERIAL DISTRIBUTION:		5CD4473WLS	5CD4473WLT		5CD4473WLV	
SERIAL DISTRIBUTION:		5CD4473WLW	5CD4473WLX		5CD4473WLY	
SERIAL DISTRIBUTION:		5CD4473WLZ	5CD4473WM0		5CD4473WM1	
SERIAL DISTRIBUTION:		5CD4473WM2	5CD4473WM3		5CD4473WM4	
SERIAL DISTRIBUTION:		5CD4473WM5	5CD4473WM7		5CD4473WM8	
SERIAL DISTRIBUTION:		5CD4473WM9	5CD4473WMB		5CD4473WMC	
SERIAL DISTRIBUTION:		5CD4473WMD	5CD4473WMF		5CD4473WMG	
SERIAL DISTRIBUTION:		5CD4473WMH	5CD4473WMJ		5CD4473WMK	
SERIAL DISTRIBUTION:		5CD4473WML	5CD4473WMM		5CD4473WMN	
SERIAL DISTRIBUTION:		5CD4473WMP	5CD4473WMQ		5CD4473WMR	
SERIAL DISTRIBUTION:		5CD4473WMS	5CD4473WMT		5CD4473WMV	
SERIAL DISTRIBUTION:		5CD4473WMW	5CD4473WMX		5CD4473WMY	
SERIAL DISTRIBUTION:		5CD4473WMZ	5CD4473WN0		5CD4473WN1	
SERIAL DISTRIBUTION:		5CD4473WN2	5CD4473WN3		5CD4473WN4	
SERIAL DISTRIBUTION:		5CD4473WN5	5CD4473WN6		5CD4473WN7	
SERIAL DISTRIBUTION:		5CD4473WN8	5CD4473WN9		5CD4473WNB	
SERIAL DISTRIBUTION:		5CD4473WNC	5CD4473WND		5CD4473WNF	
SERIAL DISTRIBUTION:		5CD4473WNG	5CD4473WNH		5CD4473WNJ	
SERIAL DISTRIBUTION:		5CD4473WNK	5CD4473WNL		5CD4473WNM	
SERIAL DISTRIBUTION:		5CD4473WNN	5CD4473WNP		5CD4473WNQ	
SERIAL DISTRIBUTION:		5CD4473WNR	5CD4473WNS		5CD4473WNT	
SERIAL DISTRIBUTION:		5CD4473WNV	5CD4473WNW		5CD4473WNX	
SERIAL DISTRIBUTION:		5CD4473WNY	5CD4473WNZ		5CD4473WP0	
SERIAL DISTRIBUTION:		5CD4473WP1	5CD4473WP2		5CD4473WP3	
SERIAL DISTRIBUTION:		5CD4473WP5	5CD4473WP6		5CD4473WP7	
SERIAL DISTRIBUTION:		5CD4473WP8	5CD4473WP9		5CD4473WPB	
SERIAL DISTRIBUTION:		5CD4473WPC	5CD4473WPD		5CD4473WPF	
SERIAL DISTRIBUTION:		5CD4473WPG	5CD4473WPH		5CD4473WPJ	
SERIAL DISTRIBUTION:		5CD4473WPK	5CD4473WPL		5CD4473WPM	
SERIAL DISTRIBUTION:		5CD4473WPN	5CD4473WPP		5CD4473WPQ	
SERIAL DISTRIBUTION:		5CD4473WPR	5CD4473WPS		5CD4473WPT	
SERIAL DISTRIBUTION:		5CD4473WPV	5CD4473WPW		5CD4473WPX	

CONTINUED

INVOICE



P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473WPY	5CD4473WPZ		5CD4473WQ0	
SERIAL DISTRIBUTION:		5CD4473WQ1	5CD4473WQ2		5CD4473WQ3	
SERIAL DISTRIBUTION:		5CD4473WQ4	5CD4473WQ5		5CD4473WQ6	
SERIAL DISTRIBUTION:		5CD4473WQ7	5CD4473WQ8		5CD4473WQ9	
SERIAL DISTRIBUTION:		5CD4473WQB	5CD4473WQC		5CD4473WQD	
SERIAL DISTRIBUTION:		5CD4473WQF	5CD4473WQG		5CD4473WQH	
SERIAL DISTRIBUTION:		5CD4473WQJ	5CD4473WQK		5CD4473WQL	
SERIAL DISTRIBUTION:		5CD4473WQM	5CD4473WQN		5CD4473WQP	
SERIAL DISTRIBUTION:		5CD4473WQQ	5CD4473WQR		5CD4473WQS	
SERIAL DISTRIBUTION:		5CD4473WQT	5CD4473WQV		5CD4473WQW	
SERIAL DISTRIBUTION:		5CD4473WQX	5CD4473WQY		5CD4473WQZ	
SERIAL DISTRIBUTION:		5CD4473WR0	5CD4473WR1		5CD4473WR2	
SERIAL DISTRIBUTION:		5CD4473WR3	5CD4473WR4		5CD4473WR5	
SERIAL DISTRIBUTION:		5CD4473WR6	5CD4473WR7		5CD4473WR8	
SERIAL DISTRIBUTION:		5CD4473WR9	5CD4473WRB		5CD4473WRC	
SERIAL DISTRIBUTION:		5CD4473WRD	5CD4473WRF		5CD4473WRG	
SERIAL DISTRIBUTION:		5CD4473WRH	5CD4473WRJ		5CD4473WRK	
SERIAL DISTRIBUTION:		5CD4473WRL	5CD4473WRM		5CD4473WRN	
SERIAL DISTRIBUTION:		5CD4473WRP	5CD4473WRQ		5CD4473WRR	
SERIAL DISTRIBUTION:		5CD4473WRS	5CD4473WRT		5CD4473WRV	
SERIAL DISTRIBUTION:		5CD4473WRW	5CD4473WRX		5CD4473WRY	
SERIAL DISTRIBUTION:		5CD4473WRZ	5CD4473WS0		5CD4473WS1	
SERIAL DISTRIBUTION:		5CD4473WS2	5CD4473WS3		5CD4473WS4	
SERIAL DISTRIBUTION:		5CD4473WS5	5CD4473WS6		5CD4473WS7	
SERIAL DISTRIBUTION:		5CD4473WS8	5CD4473WS9		5CD4473WSB	
SERIAL DISTRIBUTION:		5CD4473WSC	5CD4473WSD		5CD4473WSF	
SERIAL DISTRIBUTION:		5CD4473WSG	5CD4473WSH		5CD4473WSJ	
SERIAL DISTRIBUTION:		5CD4473WSK	5CD4473WSL		5CD4473WSM	
SERIAL DISTRIBUTION:		5CD4473WSN	5CD4473WSP		5CD4473WSQ	
SERIAL DISTRIBUTION:		5CD4473WSR	5CD4473WSS		5CD4473WST	
SERIAL DISTRIBUTION:		5CD4473WSV	5CD4473WSW		5CD4473WSX	
SERIAL DISTRIBUTION:		5CD4473WSY	5CD4473WSZ		5CD4473WT0	
SERIAL DISTRIBUTION:		5CD4473WT1	5CD4473WT2		5CD4473WT3	
SERIAL DISTRIBUTION:		5CD4473WT4	5CD4473WT5		5CD4473WT6	
SERIAL DISTRIBUTION:		5CD4473WT7	5CD4473WT8		5CD4473WT9	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473WTB	5CD4473WTC		5CD4473WTD	
SERIAL DISTRIBUTION:		5CD4473WTF	5CD4473WTG		5CD4473WTH	
SERIAL DISTRIBUTION:		5CD4473WTJ	5CD4473WTK		5CD4473WTL	
SERIAL DISTRIBUTION:		5CD4473WTM	5CD4473WTN		5CD4473WTP	
SERIAL DISTRIBUTION:		5CD4473WTQ	5CD4473WTR		5CD4473WTS	
SERIAL DISTRIBUTION:		5CD4473WTT	5CD4473WTV		5CD4473WTW	
SERIAL DISTRIBUTION:		5CD4473WTX	5CD4473WTY		5CD4473WTZ	
SERIAL DISTRIBUTION:		5CD4473WV0	5CD4473WV1		5CD4473WV2	
SERIAL DISTRIBUTION:		5CD4473WV3	5CD4473WV4		5CD4473WV5	
SERIAL DISTRIBUTION:		5CD4473WV6	5CD4473WV7		5CD4473WV8	
SERIAL DISTRIBUTION:		5CD4473WV9	5CD4473WVB		5CD4473WVC	
SERIAL DISTRIBUTION:		5CD4473WVD	5CD4473WVF		5CD4473WVG	
SERIAL DISTRIBUTION:		5CD4473WVH	5CD4473WVJ		5CD4473WVK	
SERIAL DISTRIBUTION:		5CD4473WVL	5CD4473WVM		5CD4473WVN	
SERIAL DISTRIBUTION:		5CD4473WVP	5CD4473WVQ		5CD4473WVR	
SERIAL DISTRIBUTION:		5CD4473WVS	5CD4473WVT		5CD4473WVV	
SERIAL DISTRIBUTION:		5CD4473WVW	5CD4473WVX		5CD4473WVY	
SERIAL DISTRIBUTION:		5CD4473WVZ	5CD4473WW0		5CD4473WW1	
SERIAL DISTRIBUTION:		5CD4473WW2	5CD4473WW3		5CD4473WW4	
SERIAL DISTRIBUTION:		5CD4473WW5	5CD4473WW6		5CD4473WW7	
SERIAL DISTRIBUTION:		5CD4473WW8	5CD4473WW9		5CD4473WWB	
SERIAL DISTRIBUTION:		5CD4473WWC	5CD4473WWD		5CD4473WWF	
SERIAL DISTRIBUTION:		5CD4473WWG	5CD4473WWH		5CD4473WWJ	
SERIAL DISTRIBUTION:		5CD4473WWK	5CD4473WWL		5CD4473WWM	
SERIAL DISTRIBUTION:		5CD4473WWN	5CD4473WWP		5CD4473WWQ	
SERIAL DISTRIBUTION:		5CD4473WWR	5CD4473WWS		5CD4473WWT	
SERIAL DISTRIBUTION:		5CD4473WWV	5CD4473WWW		5CD4473WWX	
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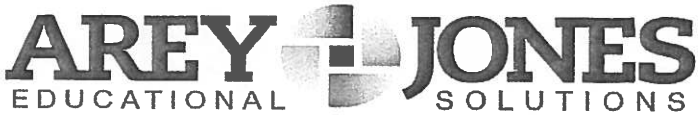
SERIAL DISTRIBUTION:		5CD4473WX1	5CD4473WX2		5CD4473WX3	
SERIAL DISTRIBUTION:		5CD4473WX4	5CD4473WX5		5CD4473WX7	
SERIAL DISTRIBUTION:		5CD4473WX8	5CD4473WX9		5CD4473WXB	
SERIAL DISTRIBUTION:		5CD4473WXD	5CD4473WXF		5CD4473WXG	
SERIAL DISTRIBUTION:		5CD4473WXH	5CD4473WXJ		5CD4473WXK	
SERIAL DISTRIBUTION:		5CD4473WXL	5CD4473WXM		5CD4473WXN	
SERIAL DISTRIBUTION:		5CD4473WXP	5CD4473WXQ		5CD4473WXR	

CONTINUED

INVOICE



P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473WXS	5CD4473WXT		5CD4473WXV	
SERIAL DISTRIBUTION:		5CD4473WXW	5CD4473WXX		5CD4473WXY	
SERIAL DISTRIBUTION:		5CD4473WXZ	5CD4473WY0		5CD4473WY1	
SERIAL DISTRIBUTION:		5CD4473WY2	5CD4473WY3		5CD4473WY4	
SERIAL DISTRIBUTION:		5CD4473WY5	5CD44744T4		5CD44744T9	
SERIAL DISTRIBUTION:		5CD44744TD	5CD44744TM		5CD44744TN	
SERIAL DISTRIBUTION:		5CD44744TP	5CD44744TR		5CD44744TS	
SERIAL DISTRIBUTION:		5CD44744TY	5CD44744V3		5CD44744V4	
SERIAL DISTRIBUTION:		5CD44744V6	5CD44744VC		5CD44744VD	
SERIAL DISTRIBUTION:		5CD44744VF	5CD44744VJ		5CD44744VK	
SERIAL DISTRIBUTION:		5CD44744VM	5CD44744VR		5CD44744VT	
SERIAL DISTRIBUTION:		5CD44744VY	5CD44744VZ		5CD44744W0	
SERIAL DISTRIBUTION:		5CD44744W1	5CD44744W2		5CD44744W4	
SERIAL DISTRIBUTION:		5CD44744W5	5CD44744W6		5CD44744W7	
SERIAL DISTRIBUTION:		5CD44744W8	5CD44744W9		5CD44744WB	
SERIAL DISTRIBUTION:		5CD44744WC	5CD44744WD		5CD44744WG	
SERIAL DISTRIBUTION:		5CD44744WH	5CD44744WJ		5CD44744WK	
SERIAL DISTRIBUTION:		5CD44744WM	5CD44744WN		5CD44744WQ	
SERIAL DISTRIBUTION:		5CD44744WS	5CD44744WX		5CD44744WZ	
SERIAL DISTRIBUTION:		5CD44744X3	5CD44744X6		5CD44744X7	
SERIAL DISTRIBUTION:		5CD44744X8	5CD44744XC		5CD44744XF	
SERIAL DISTRIBUTION:		5CD44744XN	5CD44744XQ		5CD44744XR	
SERIAL DISTRIBUTION:		5CD44744XS	5CD44744Y2		5CD44744Y4	
SERIAL DISTRIBUTION:		5CD44744Y7	5CD44744Y9		5CD44744YD	
SERIAL DISTRIBUTION:		5CD44744YF	5CD44744YH		5CD44744YK	
SERIAL DISTRIBUTION:		5CD44744YL	5CD44744YS		5CD44744YV	
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SERIAL DISTRIBUTION:		5CD44744Z8	5CD44744Z9		5CD44744ZC	
SERIAL DISTRIBUTION:		5CD44744ZF	5CD44744ZH		5CD44744ZJ	
SERIAL DISTRIBUTION:		5CD44744ZK	5CD44744ZN		5CD44744ZR	
SERIAL DISTRIBUTION:		5CD44744ZS	5CD44744ZX		5CD44744ZY	
SERIAL DISTRIBUTION:		5CD4474501	5CD4474502		5CD4474503	
SERIAL DISTRIBUTION:		5CD4474504	5CD4474505		5CD4474506	
SERIAL DISTRIBUTION:		5CD4474507	5CD4474508		5CD4474509	
SERIAL DISTRIBUTION:		5CD447450C	5CD447450D		5CD447450F	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD447450H	5CD447450J		5CD447450K	
SERIAL DISTRIBUTION:		5CD447450L	5CD447450M		5CD447450N	
SERIAL DISTRIBUTION:		5CD447450P	5CD447450Q		5CD447450R	
SERIAL DISTRIBUTION:		5CD447450S	5CD447450T		5CD447450V	
SERIAL DISTRIBUTION:		5CD447450W	5CD447450X		5CD447450Z	
SERIAL DISTRIBUTION:		5CD4474511	5CD4474513		5CD4474514	
SERIAL DISTRIBUTION:		5CD4474515	5CD4474516		5CD4474517	
SERIAL DISTRIBUTION:		5CD4474518	5CD4474519		5CD447451B	
SERIAL DISTRIBUTION:		5CD447451C	5CD447451D		5CD447451F	
SERIAL DISTRIBUTION:		5CD447451G	5CD447451H		5CD447451J	
SERIAL DISTRIBUTION:		5CD447451K	5CD447451L		5CD447451M	
SERIAL DISTRIBUTION:		5CD447451N	5CD447451P		5CD447451Q	
SERIAL DISTRIBUTION:		5CD447451R	5CD447451S		5CD447451T	
SERIAL DISTRIBUTION:		5CD447451V	5CD447451W		5CD447451X	
SERIAL DISTRIBUTION:		5CD447451Y	5CD447451Z		5CD4474520	
SERIAL DISTRIBUTION:		5CD4474521	5CD4474522		5CD4474523	
SERIAL DISTRIBUTION:		5CD4474524	5CD4474525		5CD4474526	
SERIAL DISTRIBUTION:		5CD4474527	5CD4474528		5CD4474529	
SERIAL DISTRIBUTION:		5CD447452B	5CD447452C		5CD447452D	
SERIAL DISTRIBUTION:		5CD447452F	5CD447452G		5CD447452H	
SERIAL DISTRIBUTION:		5CD447452J	5CD447452K		5CD447452L	
SERIAL DISTRIBUTION:		5CD447452M	5CD447452N		5CD447452P	
SERIAL DISTRIBUTION:		5CD447452Q	5CD447452R		5CD447452S	
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SERIAL DISTRIBUTION:		5CD447452Y	5CD447452Z		5CD4474530	
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SERIAL DISTRIBUTION:		5CD4474535	5CD4474536		5CD4474537	
SERIAL DISTRIBUTION:		5CD4474538	5CD4474539		5CD447453B	
SERIAL DISTRIBUTION:		5CD447453C	5CD447453F		5CD447453G	
SERIAL DISTRIBUTION:		5CD447453H	5CD447453J		5CD447453K	
SERIAL DISTRIBUTION:		5CD447453L	5CD447453M		5CD447453N	
SERIAL DISTRIBUTION:		5CD447453P	5CD447453Q		5CD447453R	
SERIAL DISTRIBUTION:		5CD447453S	5CD447453T		5CD447453V	
SERIAL DISTRIBUTION:		5CD447453W	5CD447453X		5CD447453Y	
SERIAL DISTRIBUTION:		5CD447453Z	5CD4474540		5CD4474541	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

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Fax : (800) 403-8828

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WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4474543	5CD4474544		5CD4474545	
SERIAL DISTRIBUTION:		5CD4474546	5CD4474547		5CD4474548	
SERIAL DISTRIBUTION:		5CD4474549	5CD447454B		5CD447454C	
SERIAL DISTRIBUTION:		5CD447454D	5CD447454F		5CD447454G	
SERIAL DISTRIBUTION:		5CD447454H	5CD447454J		5CD447454K	
SERIAL DISTRIBUTION:		5CD447454L	5CD447454M		5CD447454N	
SERIAL DISTRIBUTION:		5CD447454P	5CD447454Q		5CD447454R	
SERIAL DISTRIBUTION:		5CD447454S	5CD447454T		5CD447454V	
SERIAL DISTRIBUTION:		5CD447454W	5CD447454X		5CD447454Y	
SERIAL DISTRIBUTION:		5CD447454Z	5CD4474550		5CD4474551	
SERIAL DISTRIBUTION:		5CD4474552	5CD4474553		5CD4474555	
SERIAL DISTRIBUTION:		5CD4474556	5CD4474557		5CD4474558	
SERIAL DISTRIBUTION:		5CD4474559	5CD447455B		5CD447455C	
SERIAL DISTRIBUTION:		5CD447455D	5CD447455F		5CD447455G	
SERIAL DISTRIBUTION:		5CD447455H	5CD447455J		5CD447455K	
SERIAL DISTRIBUTION:		5CD447455L	5CD447455M		5CD447455N	
SERIAL DISTRIBUTION:		5CD447455P	5CD447455Q		5CD447455R	
SERIAL DISTRIBUTION:		5CD447455S	5CD447455T		5CD447455V	
SERIAL DISTRIBUTION:		5CD447455W	5CD447455X		5CD447455Y	
SERIAL DISTRIBUTION:		5CD447455Z	5CD4474560		5CD4474561	
SERIAL DISTRIBUTION:		5CD4474562	5CD4474563		5CD4474564	
SERIAL DISTRIBUTION:		5CD4474565	5CD4474566		5CD4474567	
SERIAL DISTRIBUTION:		5CD4474568	5CD4474569		5CD447456B	
SERIAL DISTRIBUTION:		5CD447456C	5CD447456D		5CD447456F	
SERIAL DISTRIBUTION:		5CD447456G	5CD447456H		5CD447456J	
SERIAL DISTRIBUTION:		5CD447456K	5CD447456L		5CD447456M	
SERIAL DISTRIBUTION:		5CD447456N	5CD447456P		5CD447456Q	
SERIAL DISTRIBUTION:		5CD447456R	5CD447456S		5CD447456T	
SERIAL DISTRIBUTION:		5CD447456V	5CD447456W		5CD447456X	
SERIAL DISTRIBUTION:		5CD447456Y	5CD447456Z		5CD4474570	
SERIAL DISTRIBUTION:		5CD4474571	5CD4474572		5CD4474573	
SERIAL DISTRIBUTION:		5CD4474574	5CD4474575		5CD4474576	
SERIAL DISTRIBUTION:		5CD4474577	5CD4474578		5CD4474579	
SERIAL DISTRIBUTION:		5CD447457B	5CD447457C		5CD447457D	
SERIAL DISTRIBUTION:		5CD447457F	5CD447457G		5CD447457H	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

CONFIRM TO:
Christine Maljian

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD447457J	5CD447457K		5CD447457L	
SERIAL DISTRIBUTION:		5CD447457M	5CD447457N		5CD447457P	
SERIAL DISTRIBUTION:		5CD447457Q	5CD447457R		5CD447457S	
SERIAL DISTRIBUTION:		5CD447457T	5CD447457V		5CD447457W	
SERIAL DISTRIBUTION:		5CD447457X	5CD447457Y		5CD447457Z	
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SERIAL DISTRIBUTION:		5CD4474583	5CD4474584		5CD4474585	
SERIAL DISTRIBUTION:		5CD4474586	5CD4474587		5CD4474589	
SERIAL DISTRIBUTION:		5CD447458B	5CD447458C		5CD447458D	
SERIAL DISTRIBUTION:		5CD447458F	5CD447458G		5CD447458H	
SERIAL DISTRIBUTION:		5CD447458J	5CD447458K		5CD447458L	
SERIAL DISTRIBUTION:		5CD447458M	5CD447458P		5CD447458Q	
SERIAL DISTRIBUTION:		5CD447458R	5CD447458S		5CD447458T	
SERIAL DISTRIBUTION:		5CD447458V	5CD447458W		5CD447458X	
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SERIAL DISTRIBUTION:		5CD4474596	5CD4474597		5CD4474598	
SERIAL DISTRIBUTION:		5CD4474599	5CD447459B		5CD447459C	
SERIAL DISTRIBUTION:		5CD447459D	5CD447459F		5CD447459G	
SERIAL DISTRIBUTION:		5CD447459H	5CD447459J		5CD447459K	
SERIAL DISTRIBUTION:		5CD447459L	5CD447459M		5CD447459P	
SERIAL DISTRIBUTION:		5CD447459R	5CD447459S		5CD447459T	
SERIAL DISTRIBUTION:		5CD447459V	5CD447459W		5CD447459X	
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SERIAL DISTRIBUTION:		5CD44745B9	5CD44745BB		5CD44745BC	
SERIAL DISTRIBUTION:		5CD44745BD	5CD44745BF		5CD44745BG	
SERIAL DISTRIBUTION:		5CD44745BH	5CD44745BJ		5CD44745BK	
SERIAL DISTRIBUTION:		5CD44745BL	5CD44745BM		5CD44745BN	
SERIAL DISTRIBUTION:		5CD44745BP	5CD44745BQ		5CD44745BR	
SERIAL DISTRIBUTION:		5CD44745BS	5CD44745BT		5CD44745BW	
SERIAL DISTRIBUTION:		5CD44745BX	5CD44745BY		5CD44745C0	
SERIAL DISTRIBUTION:		5CD44745C1	5CD44745C2		5CD44745C3	
SERIAL DISTRIBUTION:		5CD44745C4	5CD44745C5		5CD44745C6	

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44745C7	5CD44745C8		5CD44745C9	
SERIAL DISTRIBUTION:		5CD44745CB	5CD44745CC		5CD44745CD	
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SERIAL DISTRIBUTION:		5CD44745CJ	5CD44745CK		5CD44745CL	
SERIAL DISTRIBUTION:		5CD44745CM	5CD44745CN		5CD44745CP	
SERIAL DISTRIBUTION:		5CD44745CQ	5CD44745CR		5CD44745CS	
SERIAL DISTRIBUTION:		5CD44745CT	5CD44745CV		5CD44745CW	
SERIAL DISTRIBUTION:		5CD44745CX	5CD44745CY		5CD44745CZ	
SERIAL DISTRIBUTION:		5CD44745D0	5CD44745D1		5CD44745D2	
SERIAL DISTRIBUTION:		5CD44745D3	5CD44745D5		5CD44745D6	
SERIAL DISTRIBUTION:		5CD44745D7	5CD44745D8		5CD44745D9	
SERIAL DISTRIBUTION:		5CD44745DB	5CD44745DC		5CD44745DD	
SERIAL DISTRIBUTION:		5CD44745DF	5CD44745DH		5CD44745DJ	
SERIAL DISTRIBUTION:		5CD44745DK	5CD44745DL		5CD44745DM	
SERIAL DISTRIBUTION:		5CD44745DN	5CD44745DQ		5CD44745DS	
SERIAL DISTRIBUTION:		5CD44745DT	5CD44745DV		5CD44745DW	
SERIAL DISTRIBUTION:		5CD44745DX	5CD44745DY		5CD44745DZ	
SERIAL DISTRIBUTION:		5CD44745F0	5CD44745F1		5CD44745F2	
SERIAL DISTRIBUTION:		5CD44745F3	5CD44745F4		5CD44745F5	
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SERIAL DISTRIBUTION:		5CD44745F9	5CD44745FB		5CD44745FC	
SERIAL DISTRIBUTION:		5CD44745FD	5CD44745FH		5CD44745FJ	
SERIAL DISTRIBUTION:		5CD44745FK	5CD44745FL		5CD44745FM	
SERIAL DISTRIBUTION:		5CD44745FN	5CD44745FP		5CD44745FQ	
SERIAL DISTRIBUTION:		5CD44745FR	5CD44745FS		5CD44745FT	
SERIAL DISTRIBUTION:		5CD44745FV	5CD44745FW		5CD44745FX	
SERIAL DISTRIBUTION:		5CD44745FY	5CD44745FZ		5CD44745G0	
SERIAL DISTRIBUTION:		5CD44745G1	5CD44745G3		5CD44745G4	
SERIAL DISTRIBUTION:		5CD44745G6	5CD44745G7		5CD44745G8	
SERIAL DISTRIBUTION:		5CD44745G9	5CD44745GB		5CD44745GC	
SERIAL DISTRIBUTION:		5CD44745GD	5CD44745GF		5CD44745GG	
SERIAL DISTRIBUTION:		5CD44745GH	5CD44745GJ		5CD44745GM	
SERIAL DISTRIBUTION:		5CD44745GN	5CD44745GP		5CD44745GQ	
SERIAL DISTRIBUTION:		5CD44745GS	5CD44745GT		5CD44745GV	
SERIAL DISTRIBUTION:		5CD44745GW	5CD44745GY		5CD44745GZ	

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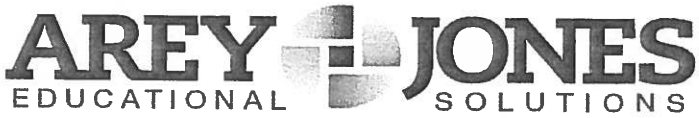
INVOICE



INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44745H2	5CD44745HH		5CD44745HQ	
SERIAL DISTRIBUTION:		5CD44745K3	5CD44745KC		5CD44745KJ	
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SERIAL DISTRIBUTION:		5CD44745NF	5CD44745NG		5CD44745NH	
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SERIAL DISTRIBUTION:		5CD44745NS	5CD44745NT		5CD44745NV	
SERIAL DISTRIBUTION:		5CD44745NW	5CD44745NX		5CD44745NY	
SERIAL DISTRIBUTION:		5CD44745P0	5CD44745P1		5CD44745P2	
SERIAL DISTRIBUTION:		5CD44745P3	5CD44745P5		5CD44745P6	
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SERIAL DISTRIBUTION:		5CD44745PC	5CD44745PD		5CD44745PF	
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SERIAL DISTRIBUTION:		5CD44745PL	5CD44745PM		5CD44745PP	
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SERIAL DISTRIBUTION:		5CD44745Q2	5CD44745Q3		5CD44745Q4	
SERIAL DISTRIBUTION:		5CD44745Q6	5CD44745Q7		5CD44745Q8	
SERIAL DISTRIBUTION:		5CD44745Q9	5CD44745QB		5CD44745QC	
SERIAL DISTRIBUTION:		5CD44745QD	5CD44745QF		5CD44745QG	
SERIAL DISTRIBUTION:		5CD44745QH	5CD44745QT		5CD44745QW	
SERIAL DISTRIBUTION:		5CD44745QZ	5CD44745RC		5CD44745RD	
SERIAL DISTRIBUTION:		5CD44745RF	5CD44745RG		5CD44745RJ	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44745RK	5CD44745RL		5CD44745RM	
SERIAL DISTRIBUTION:		5CD44745RN	5CD44745RP		5CD44745RQ	
SERIAL DISTRIBUTION:		5CD44745RR	5CD44745RS		5CD44745RT	
SERIAL DISTRIBUTION:		5CD44745RV	5CD44745RW		5CD44745RX	
SERIAL DISTRIBUTION:		5CD44745RY	5CD44745RZ		5CD44745S0	
SERIAL DISTRIBUTION:		5CD44745S1	5CD44745S2		5CD44745S3	
SERIAL DISTRIBUTION:		5CD44745S4	5CD44745S5		5CD44745S6	
SERIAL DISTRIBUTION:		5CD44745S9	5CD44745SB		5CD44745SC	
SERIAL DISTRIBUTION:		5CD44745SD	5CD44745SF		5CD44745SG	
SERIAL DISTRIBUTION:		5CD44745SH	5CD44745SK		5CD44745SL	
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SERIAL DISTRIBUTION:		5CD44745SQ	5CD44745SS		5CD44745SV	
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SERIAL DISTRIBUTION:		5CD44745TB	5CD44745TC		5CD44745TD	
SERIAL DISTRIBUTION:		5CD44745TF	5CD44745TG		5CD44745TH	
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SERIAL DISTRIBUTION:		5CD44745VH	5CD44745VJ		5CD44745VL	
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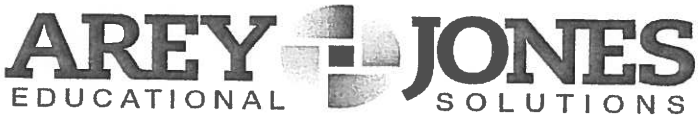
SERIAL DISTRIBUTION:		5CD44745VT	5CD44745VV		5CD44745VW	
SERIAL DISTRIBUTION:		5CD44745VX	5CD44745VY		5CD44745VZ	
SERIAL DISTRIBUTION:		5CD44745W0	5CD44745W1		5CD44745W2	
SERIAL DISTRIBUTION:		5CD44745W3	5CD44745W4		5CD44745W5	

CONTINUED

INVOICE



P.O. Box 507404
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INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

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SALESPERSON: 0050
CUSTOMER NO: 0013941

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SHIP TO:
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WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44745W7	5CD44745W8		5CD44745WB	
SERIAL DISTRIBUTION:		5CD44745WC	5CD44745WD		5CD44745WF	
SERIAL DISTRIBUTION:		5CD44745WG	5CD44745WH		5CD44745WJ	
SERIAL DISTRIBUTION:		5CD44745WL	5CD44745WM		5CD44745WN	
SERIAL DISTRIBUTION:		5CD44745WP	5CD44745WQ		5CD44745WR	
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SERIAL DISTRIBUTION:		5CD44745X4	5CD44745X6		5CD44745X7	
SERIAL DISTRIBUTION:		5CD44745X8	5CD44745X9		5CD44745XB	
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SERIAL DISTRIBUTION:		5CD44745XS	5CD44745XT		5CD44745XV	
SERIAL DISTRIBUTION:		5CD44745XW	5CD44745XX		5CD44745XY	
SERIAL DISTRIBUTION:		5CD44745XZ	5CD44745Y0		5CD44745Y2	
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SERIAL DISTRIBUTION:		5CD44745ZD	5CD44745ZF		5CD44745ZG	
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SERIAL DISTRIBUTION:		5CD44745ZL	5CD44745ZM		5CD44745ZN	
SERIAL DISTRIBUTION:		5CD44745ZP	5CD44745ZQ		5CD44745ZR	
SERIAL DISTRIBUTION:		5CD44745ZS	5CD44745ZT		5CD44745ZV	
SERIAL DISTRIBUTION:		5CD44745ZW	5CD44745ZX		5CD44745ZY	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4474600	5CD4474601		5CD4474602	
SERIAL DISTRIBUTION:		5CD4474603	5CD4474604		5CD4474605	
SERIAL DISTRIBUTION:		5CD4474606	5CD4474607		5CD4474608	
SERIAL DISTRIBUTION:		5CD4474609	5CD447460B		5CD447460F	
SERIAL DISTRIBUTION:		5CD447460G	5CD447460H		5CD447460J	
SERIAL DISTRIBUTION:		5CD447460L	5CD447460M		5CD447460N	
SERIAL DISTRIBUTION:		5CD447460P	5CD447460Q		5CD447460S	
SERIAL DISTRIBUTION:		5CD447460T	5CD447460V		5CD447460W	
SERIAL DISTRIBUTION:		5CD447460X	5CD447460Y		5CD447460Z	
SERIAL DISTRIBUTION:		5CD4474610	5CD4474611		5CD4474612	
SERIAL DISTRIBUTION:		5CD4474614	5CD4474615		5CD4474616	
SERIAL DISTRIBUTION:		5CD4474617	5CD4474618		5CD4474619	
SERIAL DISTRIBUTION:		5CD447461B	5CD447461C		5CD447461D	
SERIAL DISTRIBUTION:		5CD447461F	5CD447461G		5CD447461H	
SERIAL DISTRIBUTION:		5CD447461J	5CD447461L		5CD447461M	
SERIAL DISTRIBUTION:		5CD447461N	5CD447461P		5CD447461Q	
SERIAL DISTRIBUTION:		5CD447461R	5CD447461S		5CD447461T	
SERIAL DISTRIBUTION:		5CD447461V	5CD447461W		5CD447461X	
SERIAL DISTRIBUTION:		5CD447461Y	5CD447461Z		5CD4474621	
SERIAL DISTRIBUTION:		5CD4474622	5CD4474623		5CD4474624	
SERIAL DISTRIBUTION:		5CD4474625	5CD4474626		5CD4474627	
SERIAL DISTRIBUTION:		5CD4474628	5CD4474629		5CD447462B	
SERIAL DISTRIBUTION:		5CD447462C	5CD447462F		5CD447462H	
SERIAL DISTRIBUTION:		5CD447462J	5CD447462K		5CD447462L	
SERIAL DISTRIBUTION:		5CD447462M	5CD447462N		5CD447462Q	
SERIAL DISTRIBUTION:		5CD447462S	5CD447462V		5CD447462W	
SERIAL DISTRIBUTION:		5CD447462X	5CD447462Y		5CD447462Z	
SERIAL DISTRIBUTION:		5CD4474630	5CD4474631		5CD4474632	
SERIAL DISTRIBUTION:		5CD4474633	5CD4474634		5CD4474635	
SERIAL DISTRIBUTION:		5CD4474636	5CD4474637		5CD4474638	
SERIAL DISTRIBUTION:		5CD447463B	5CD447463C		5CD447463D	
SERIAL DISTRIBUTION:		5CD447463F	5CD447463G		5CD447463H	
SERIAL DISTRIBUTION:		5CD447463J	5CD447463K		5CD447463L	
SERIAL DISTRIBUTION:		5CD447463M	5CD447463N		5CD447463P	
SERIAL DISTRIBUTION:		5CD447463Q	5CD447463R		5CD447463S	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD447463T	5CD447463V		5CD447463W	
SERIAL DISTRIBUTION:		5CD447463X	5CD447463Y		5CD447463Z	
SERIAL DISTRIBUTION:		5CD4474640	5CD4474641		5CD4474642	
SERIAL DISTRIBUTION:		5CD4474643	5CD4474644		5CD4474645	
SERIAL DISTRIBUTION:		5CD4474646	5CD4474647		5CD4474648	
SERIAL DISTRIBUTION:		5CD4474649	5CD447464B		5CD447464C	
SERIAL DISTRIBUTION:		5CD447464D	5CD447464F		5CD447464G	
SERIAL DISTRIBUTION:		5CD447464H	5CD447464J		5CD447464K	
SERIAL DISTRIBUTION:		5CD447464L	5CD447464M		5CD447464N	
SERIAL DISTRIBUTION:		5CD447464P	5CD447464Q		5CD447464R	
SERIAL DISTRIBUTION:		5CD447464S	5CD447464T		5CD447464V	
SERIAL DISTRIBUTION:		5CD447464W	5CD447464X		5CD447464Y	
SERIAL DISTRIBUTION:		5CD447464Z	5CD4474650		5CD4474651	
SERIAL DISTRIBUTION:		5CD4474652	5CD4474653		5CD4474654	
SERIAL DISTRIBUTION:		5CD4474655	5CD4474656		5CD4474657	
SERIAL DISTRIBUTION:		5CD4474658	5CD4474659		5CD447465B	
SERIAL DISTRIBUTION:		5CD447465C	5CD447465D		5CD447465F	
SERIAL DISTRIBUTION:		5CD447465G	5CD447465H		5CD447465J	
SERIAL DISTRIBUTION:		5CD447465K	5CD447465L		5CD447465M	
SERIAL DISTRIBUTION:		5CD447465N	5CD447465P		5CD447465Q	
SERIAL DISTRIBUTION:		5CD447465R	5CD447465S		5CD447465T	
SERIAL DISTRIBUTION:		5CD447465V	5CD447465W		5CD447465Y	
SERIAL DISTRIBUTION:		5CD447465Z	5CD4474660		5CD4474661	
SERIAL DISTRIBUTION:		5CD4474662	5CD4474663		5CD4474664	
SERIAL DISTRIBUTION:		5CD4474665	5CD4474666		5CD4474667	
SERIAL DISTRIBUTION:		5CD4474668	5CD4474669		5CD447466B	
SERIAL DISTRIBUTION:		5CD447466C	5CD447466D		5CD447466F	
SERIAL DISTRIBUTION:		5CD447466G	5CD447466H		5CD447466J	
SERIAL DISTRIBUTION:		5CD447466K	5CD447466L		5CD447466M	
SERIAL DISTRIBUTION:		5CD447466N	5CD447466P		5CD447466Q	
SERIAL DISTRIBUTION:		5CD447466R	5CD447466S		5CD447466T	
SERIAL DISTRIBUTION:		5CD447466V	5CD447466W		5CD447466X	
SERIAL DISTRIBUTION:		5CD447466Y	5CD447466Z		5CD4474670	
SERIAL DISTRIBUTION:		5CD4474671	5CD4474672		5CD4474673	
SERIAL DISTRIBUTION:		5CD4474674	5CD4474675		5CD4474676	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

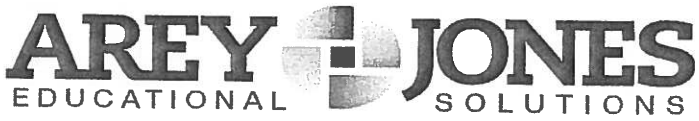
CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4474677	5CD4474678		5CD4474679	
SERIAL DISTRIBUTION:		5CD447467B	5CD447467C		5CD447467D	
SERIAL DISTRIBUTION:		5CD447467F	5CD447467G		5CD447467H	
SERIAL DISTRIBUTION:		5CD447467J	5CD447467K		5CD447467L	
SERIAL DISTRIBUTION:		5CD447467M	5CD447467N		5CD447467P	
SERIAL DISTRIBUTION:		5CD447467Q	5CD447467R		5CD447467S	
SERIAL DISTRIBUTION:		5CD447467T	5CD447467V		5CD447467W	
SERIAL DISTRIBUTION:		5CD447467X	5CD447467Y		5CD447467Z	
SERIAL DISTRIBUTION:		5CD4474680	5CD4474681		5CD4474682	
SERIAL DISTRIBUTION:		5CD4474683	5CD4474684		5CD4474685	
SERIAL DISTRIBUTION:		5CD4474686	5CD4474687		5CD4474688	
SERIAL DISTRIBUTION:		5CD4474689	5CD447468B		5CD447468C	
SERIAL DISTRIBUTION:		5CD447468D	5CD447468F		5CD447468G	
SERIAL DISTRIBUTION:		5CD447468H	5CD447468K		5CD447468L	
SERIAL DISTRIBUTION:		5CD447468M	5CD447468N		5CD447468P	
SERIAL DISTRIBUTION:		5CD447468Q	5CD447468R		5CD447468S	
SERIAL DISTRIBUTION:		5CD447468T	5CD447468V		5CD447468W	
SERIAL DISTRIBUTION:		5CD447468X	5CD447468Y		5CD447468Z	
SERIAL DISTRIBUTION:		5CD4474690	5CD4474692		5CD4474693	
SERIAL DISTRIBUTION:		5CD4474694	5CD4474695		5CD4474696	
SERIAL DISTRIBUTION:		5CD4474697	5CD4474698		5CD4474699	
SERIAL DISTRIBUTION:		5CD447469B	5CD447469C		5CD447469D	
SERIAL DISTRIBUTION:		5CD447469F	5CD447469G		5CD447469H	
SERIAL DISTRIBUTION:		5CD447469J	5CD447469K		5CD447469L	
SERIAL DISTRIBUTION:		5CD447469M	5CD447469N		5CD447469P	
SERIAL DISTRIBUTION:		5CD447469Q	5CD447469S		5CD447469T	
SERIAL DISTRIBUTION:		5CD447469W	5CD447469X		5CD447469Y	
SERIAL DISTRIBUTION:		5CD447469Z	5CD44746B0		5CD44746B1	
SERIAL DISTRIBUTION:		5CD44746B2	5CD44746B3		5CD44746B4	
SERIAL DISTRIBUTION:		5CD44746B6	5CD44746B7		5CD44746B8	
SERIAL DISTRIBUTION:		5CD44746B9	5CD44746BB		5CD44746BC	
SERIAL DISTRIBUTION:		5CD44746BF	5CD44746BG		5CD44746BH	
SERIAL DISTRIBUTION:		5CD44746BK	5CD44746BM		5CD44746BQ	
SERIAL DISTRIBUTION:		5CD44746BR	5CD44746BS		5CD44746BT	
SERIAL DISTRIBUTION:		5CD44746BV	5CD44746BW		5CD44746BX	

CONTINUED

INVOICE



P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44746BZ	5CD44746C0		5CD44746C1	
SERIAL DISTRIBUTION:		5CD44746C2	5CD44746C3		5CD44746C4	
SERIAL DISTRIBUTION:		5CD44746C5	5CD44746C6		5CD44746C7	
SERIAL DISTRIBUTION:		5CD44746C8	5CD44746C9		5CD44746CB	
SERIAL DISTRIBUTION:		5CD44746CC	5CD44746CD		5CD44746CF	
SERIAL DISTRIBUTION:		5CD44746CG	5CD44746CH		5CD44746CJ	
SERIAL DISTRIBUTION:		5CD44746CK	5CD44746CL		5CD44746CM	
SERIAL DISTRIBUTION:		5CD44746CP	5CD44746CQ		5CD44746CR	
SERIAL DISTRIBUTION:		5CD44746CS	5CD44746CT		5CD44746CV	
SERIAL DISTRIBUTION:		5CD44746CW	5CD44746CX		5CD44746CY	
SERIAL DISTRIBUTION:		5CD44746CZ	5CD44746D0		5CD44746D1	
SERIAL DISTRIBUTION:		5CD44746D2	5CD44746D3		5CD44746D4	
SERIAL DISTRIBUTION:		5CD44746D5	5CD44746D7		5CD44746D8	
SERIAL DISTRIBUTION:		5CD44746D9	5CD44746DB		5CD44746DC	
SERIAL DISTRIBUTION:		5CD44746DD	5CD44746DF		5CD44746DG	
SERIAL DISTRIBUTION:		5CD44746DH	5CD44746DJ		5CD44746DK	
SERIAL DISTRIBUTION:		5CD44746DL	5CD44746DM		5CD44746DN	
SERIAL DISTRIBUTION:		5CD44746DP	5CD44746DR		5CD44746DS	
SERIAL DISTRIBUTION:		5CD44746DT	5CD44746DV		5CD44746DW	
SERIAL DISTRIBUTION:		5CD44746DX	5CD44746DY		5CD44746DZ	
SERIAL DISTRIBUTION:		5CD44746F0	5CD44746F1		5CD44746F2	
SERIAL DISTRIBUTION:		5CD44746F3	5CD44746F4		5CD44746F5	
SERIAL DISTRIBUTION:		5CD44746F6	5CD44746F7		5CD44746F8	
SERIAL DISTRIBUTION:		5CD44746FB	5CD44746FC		5CD44746FF	
SERIAL DISTRIBUTION:		5CD44746FG	5CD44746FH		5CD44746FJ	
SERIAL DISTRIBUTION:		5CD44746FK	5CD44746FL		5CD44746FM	
SERIAL DISTRIBUTION:		5CD44746FN	5CD44746FP		5CD44746FQ	
SERIAL DISTRIBUTION:		5CD44746FR	5CD44746FS		5CD44746FT	
SERIAL DISTRIBUTION:		5CD44746FV	5CD44746FW		5CD44746FX	
SERIAL DISTRIBUTION:		5CD44746FY	5CD44746FZ		5CD44746G0	
SERIAL DISTRIBUTION:		5CD44746G1	5CD44746G2		5CD44746G3	
SERIAL DISTRIBUTION:		5CD44746G4	5CD44746G5		5CD44746G6	
SERIAL DISTRIBUTION:		5CD44746G7	5CD44746G8		5CD44746G9	
SERIAL DISTRIBUTION:		5CD44746GB	5CD44746GC		5CD44746GD	
SERIAL DISTRIBUTION:		5CD44746GG	5CD44746GH		5CD44746GJ	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44746GK	5CD44746GL		5CD44746GM	
SERIAL DISTRIBUTION:		5CD44746GN	5CD44746GP		5CD44746GQ	
SERIAL DISTRIBUTION:		5CD44746GR	5CD44746GS		5CD44746GT	
SERIAL DISTRIBUTION:		5CD44746GV	5CD44746GW		5CD44746GX	
SERIAL DISTRIBUTION:		5CD44746GY	5CD44746H0		5CD44746H1	
SERIAL DISTRIBUTION:		5CD44746H2	5CD44746H3		5CD44746H4	
SERIAL DISTRIBUTION:		5CD44746H5	5CD44746H6		5CD44746H7	
SERIAL DISTRIBUTION:		5CD44746H8	5CD44746H9		5CD44746HB	
SERIAL DISTRIBUTION:		5CD44746HC	5CD44746HD		5CD44746HF	
SERIAL DISTRIBUTION:		5CD44746HG	5CD44746HJ		5CD44746HK	
SERIAL DISTRIBUTION:		5CD44746HL	5CD44746HM		5CD44746HN	
SERIAL DISTRIBUTION:		5CD44746HP	5CD44746HQ		5CD44746HR	
SERIAL DISTRIBUTION:		5CD44746HT	5CD44746HV		5CD44746HW	
SERIAL DISTRIBUTION:		5CD44746HX	5CD44746HY		5CD44746HZ	
SERIAL DISTRIBUTION:		5CD44746J0	5CD44746J1		5CD44746J2	
SERIAL DISTRIBUTION:		5CD44746J3	5CD44746J4		5CD44746J5	
SERIAL DISTRIBUTION:		5CD44746J6	5CD44746J7		5CD44746J8	
SERIAL DISTRIBUTION:		5CD44746J9	5CD44746JB		5CD44746JC	
SERIAL DISTRIBUTION:		5CD44746JD	5CD44746JF		5CD44746JG	
SERIAL DISTRIBUTION:		5CD44746JH	5CD44746JJ		5CD44746JK	
SERIAL DISTRIBUTION:		5CD44746JL	5CD44746JM		5CD44746JN	
SERIAL DISTRIBUTION:		5CD44746JR	5CD44746JS		5CD44746JT	
SERIAL DISTRIBUTION:		5CD44746JV	5CD44746JW		5CD44746JX	
SERIAL DISTRIBUTION:		5CD44746JY	5CD44746JZ		5CD44746K0	
SERIAL DISTRIBUTION:		5CD44746K1	5CD44746K2		5CD44746K3	
SERIAL DISTRIBUTION:		5CD44746K4	5CD44746K5		5CD44746K6	
SERIAL DISTRIBUTION:		5CD44746K7	5CD44746K8		5CD44746K9	
SERIAL DISTRIBUTION:		5CD44746KB	5CD44746KC		5CD44746KD	
SERIAL DISTRIBUTION:		5CD44746KF	5CD44746KG		5CD44746KH	
SERIAL DISTRIBUTION:		5CD44746KJ	5CD44746KK		5CD44746KL	
SERIAL DISTRIBUTION:		5CD44746KM	5CD44746KP		5CD44746KQ	
SERIAL DISTRIBUTION:		5CD44746KR	5CD44746KS		5CD44746KT	
SERIAL DISTRIBUTION:		5CD44746KV	5CD44746KW		5CD44746KX	
SERIAL DISTRIBUTION:		5CD44746KY	5CD44746KZ		5CD44746L0	
SERIAL DISTRIBUTION:		5CD44746L1	5CD44746L3		5CD44746L4	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
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INVOICE NUMBER: 0118856-IN
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SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44746L5	5CD44746L6		5CD44746L7	
SERIAL DISTRIBUTION:		5CD44746L8	5CD44746L9		5CD44746LC	
SERIAL DISTRIBUTION:		5CD44746LD	5CD44746LF		5CD44746LJ	
SERIAL DISTRIBUTION:		5CD44746LK	5CD44746LL		5CD44746LN	
SERIAL DISTRIBUTION:		5CD44746LP	5CD44746LQ		5CD44746LS	
SERIAL DISTRIBUTION:		5CD44746LT	5CD44746LV		5CD44746LW	
SERIAL DISTRIBUTION:		5CD44746LX	5CD44746M0		5CD44746M1	
SERIAL DISTRIBUTION:		5CD44746M2	5CD44746M4		5CD44746M5	
SERIAL DISTRIBUTION:		5CD44746M7	5CD44746M8		5CD44746M9	
SERIAL DISTRIBUTION:		5CD44746MD	5CD44746MG		5CD44746MH	
SERIAL DISTRIBUTION:		5CD44746MJ	5CD44746MK		5CD44746ML	
SERIAL DISTRIBUTION:		5CD44746MM	5CD44746MQ		5CD44746MR	
SERIAL DISTRIBUTION:		5CD44746MS	5CD44746MT		5CD44746MV	
SERIAL DISTRIBUTION:		5CD44746MW	5CD44746MX		5CD44746MY	
SERIAL DISTRIBUTION:		5CD44746N0	5CD44746N1		5CD44746N3	
SERIAL DISTRIBUTION:		5CD44746N4	5CD44746N6		5CD44746N8	
SERIAL DISTRIBUTION:		5CD44746NC	5CD44746NF		5CD44746NG	
SERIAL DISTRIBUTION:		5CD44746NL	5CD44746NM		5CD44746NN	
SERIAL DISTRIBUTION:		5CD44746NT	5CD44746NY		5CD44746P0	
SERIAL DISTRIBUTION:		5CD44746P2	5CD44746P5		5CD44746P8	
SERIAL DISTRIBUTION:		5CD44746PL	5CD44746PN		5CD44746PQ	
SERIAL DISTRIBUTION:		5CD44746PR	5CD44746Q0		5CD44746Q1	
SERIAL DISTRIBUTION:		5CD44746Q2	5CD44746Q3		5CD44746Q5	
SERIAL DISTRIBUTION:		5CD44746Q9	5CD44746QB		5CD44746QC	
SERIAL DISTRIBUTION:		5CD44746QD	5CD44746QF		5CD44746QG	
SERIAL DISTRIBUTION:		5CD44746QH	5CD44746QJ		5CD44746QK	
SERIAL DISTRIBUTION:		5CD44746QL	5CD44746QM		5CD44746QP	
SERIAL DISTRIBUTION:		5CD44746QS	5CD44746QV		5CD44746QW	
SERIAL DISTRIBUTION:		5CD44746QX	5CD44746QY		5CD44746R0	
SERIAL DISTRIBUTION:		5CD44746R1	5CD44746R2		5CD44746R3	
SERIAL DISTRIBUTION:		5CD44746R5	5CD44746R6		5CD44746R7	
SERIAL DISTRIBUTION:		5CD44746R8	5CD44746RB		5CD44746RC	
SERIAL DISTRIBUTION:		5CD44746RD	5CD44746RF		5CD44746RG	
SERIAL DISTRIBUTION:		5CD44746RH	5CD44746RJ		5CD44746RK	
SERIAL DISTRIBUTION:		5CD44746RM	5CD44746RN		5CD44746RP	

CONTINUED

INVOICE

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44746RQ	5CD44746RR		5CD44746RS	
SERIAL DISTRIBUTION:		5CD44746RW	5CD44746RX		5CD44746S1	
SERIAL DISTRIBUTION:		5CD44746S3	5CD44746S4		5CD44746S5	
SERIAL DISTRIBUTION:		5CD44746S6	5CD44746S7		5CD44746S9	
SERIAL DISTRIBUTION:		5CD44746SB	5CD44746SC		5CD44746SD	
SERIAL DISTRIBUTION:		5CD44746SG	5CD44746SH		5CD44746SK	
SERIAL DISTRIBUTION:		5CD44746SL	5CD44746SM		5CD44746SP	
SERIAL DISTRIBUTION:		5CD44746SQ	5CD44746SX		5CD44746T1	
SERIAL DISTRIBUTION:		5CD44746T2	5CD44746T3		5CD44746T4	
SERIAL DISTRIBUTION:		5CD44746T5	5CD44746T6		5CD44746T7	
SERIAL DISTRIBUTION:		5CD44746T8	5CD44746T9		5CD44746TB	
SERIAL DISTRIBUTION:		5CD44746TC	5CD44746TD		5CD44746TF	
SERIAL DISTRIBUTION:		5CD44746TK	5CD44746TL		5CD44746TM	
SERIAL DISTRIBUTION:		5CD44746TN	5CD44746TR		5CD44746TV	
SERIAL DISTRIBUTION:		5CD44746TW	5CD44746V2		5CD44746V3	
SERIAL DISTRIBUTION:		5CD44746V4	5CD44746V5		5CD44746V6	
SERIAL DISTRIBUTION:		5CD44746V8	5CD44746VB		5CD44746VC	
SERIAL DISTRIBUTION:		5CD44746VD	5CD44746VX		5CD44746W2	
SERIAL DISTRIBUTION:		5CD44746W7	5CD44746W8		5CD44746WB	
SERIAL DISTRIBUTION:		5CD44746WF	5CD44746WG		5CD44746WH	
SERIAL DISTRIBUTION:		5CD44746WJ	5CD44746WK		5CD44746WL	
SERIAL DISTRIBUTION:		5CD44746WM	5CD44746WN		5CD44746WP	
SERIAL DISTRIBUTION:		5CD44746WQ	5CD44746WR		5CD44746WS	
SERIAL DISTRIBUTION:		5CD44746WT	5CD44746WV		5CD44746WW	
SERIAL DISTRIBUTION:		5CD44746WY	5CD44746WZ		5CD44746X1	
SERIAL DISTRIBUTION:		5CD44746X2	5CD44746X3		5CD44746X6	
SERIAL DISTRIBUTION:		5CD44746X7	5CD44746X8		5CD44746XB	
SERIAL DISTRIBUTION:		5CD44746XD	5CD44746XF		5CD44746XG	
SERIAL DISTRIBUTION:		5CD44746XK	5CD44746XL		5CD44746XM	
SERIAL DISTRIBUTION:		5CD44746XN	5CD44746XP		5CD44746XR	
SERIAL DISTRIBUTION:		5CD44746XS	5CD44746XT		5CD44746XV	
SERIAL DISTRIBUTION:		5CD44746XW	5CD44746XX		5CD44746XY	
SERIAL DISTRIBUTION:		5CD44746Y0	5CD44746Y1		5CD44746Y2	
SERIAL DISTRIBUTION:		5CD44746Y6	5CD44746Y8		5CD44746Y9	
SERIAL DISTRIBUTION:		5CD44746YB	5CD44746YD		5CD44746YF	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44746YG	5CD44746YH		5CD44746YJ	
SERIAL DISTRIBUTION:		5CD44746YL	5CD44746YM		5CD44746YP	
SERIAL DISTRIBUTION:		5CD44746YT	5CD44746YV		5CD44746YW	
SERIAL DISTRIBUTION:		5CD44746YY	5CD44746YZ		5CD44746Z0	
SERIAL DISTRIBUTION:		5CD44746Z1	5CD44746Z3		5CD44746Z4	
SERIAL DISTRIBUTION:		5CD44746Z5	5CD44746Z6		5CD44746Z8	
SERIAL DISTRIBUTION:		5CD44746Z9	5CD44746ZB		5CD44746ZC	
SERIAL DISTRIBUTION:		5CD44746ZD	5CD44746ZF		5CD44746ZG	
SERIAL DISTRIBUTION:		5CD44746ZK	5CD44746ZM		5CD44746ZR	
SERIAL DISTRIBUTION:		5CD44746ZS	5CD44746ZV		5CD44746ZX	
SERIAL DISTRIBUTION:		5CD44746ZY	5CD44746ZZ		5CD4474700	
SERIAL DISTRIBUTION:		5CD4474702	5CD4474703		5CD4474704	
SERIAL DISTRIBUTION:		5CD4474706	5CD4474707		5CD4474708	
SERIAL DISTRIBUTION:		5CD4474709	5CD447470B		5CD447470C	
SERIAL DISTRIBUTION:		5CD447470D	5CD447470F		5CD447470H	
SERIAL DISTRIBUTION:		5CD447470J	5CD447470K		5CD447470L	
SERIAL DISTRIBUTION:		5CD447470M	5CD447470N		5CD447470P	
SERIAL DISTRIBUTION:		5CD447470Q	5CD447470R		5CD447470T	
SERIAL DISTRIBUTION:		5CD447470V	5CD447470W		5CD447470X	
SERIAL DISTRIBUTION:		5CD447470Y	5CD447470Z		5CD4474710	
SERIAL DISTRIBUTION:		5CD4474711	5CD4474712		5CD4474713	
SERIAL DISTRIBUTION:		5CD4474714	5CD4474715		5CD4474716	
SERIAL DISTRIBUTION:		5CD4474717	5CD4474718		5CD4474719	
SERIAL DISTRIBUTION:		5CD447471C	5CD447471D		5CD447471F	
SERIAL DISTRIBUTION:		5CD447471G	5CD447471H		5CD447471J	
SERIAL DISTRIBUTION:		5CD447471K	5CD447471L		5CD447471M	
SERIAL DISTRIBUTION:		5CD447471N	5CD447471P		5CD447471Q	
SERIAL DISTRIBUTION:		5CD447471R	5CD447471S		5CD447471T	
SERIAL DISTRIBUTION:		5CD447471V	5CD447471W		5CD447471X	
SERIAL DISTRIBUTION:		5CD447471Y	5CD447471Z		5CD4474720	
SERIAL DISTRIBUTION:		5CD4474721	5CD4474722		5CD4474723	
SERIAL DISTRIBUTION:		5CD4474724	5CD4474725		5CD4474726	
SERIAL DISTRIBUTION:		5CD4474727	5CD4474728		5CD4474729	
SERIAL DISTRIBUTION:		5CD447472B	5CD447472C		5CD447472D	
SERIAL DISTRIBUTION:		5CD447472F	5CD447472G		5CD447472H	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD447472J	5CD447472K		5CD447472L	
SERIAL DISTRIBUTION:		5CD447472M	5CD447472N		5CD447472P	
SERIAL DISTRIBUTION:		5CD447472Q	5CD447472R		5CD447472S	
SERIAL DISTRIBUTION:		5CD447472T	5CD447472V		5CD447472W	
SERIAL DISTRIBUTION:		5CD447472X	5CD447472Z		5CD4474730	
SERIAL DISTRIBUTION:		5CD4474731	5CD4474732		5CD4474733	
SERIAL DISTRIBUTION:		5CD4474734	5CD4474735		5CD4474736	
SERIAL DISTRIBUTION:		5CD4474737	5CD4474738		5CD4474739	
SERIAL DISTRIBUTION:		5CD447473B	5CD447473C		5CD447473D	
SERIAL DISTRIBUTION:		5CD447473F	5CD447473H		5CD447473J	
SERIAL DISTRIBUTION:		5CD447473K	5CD447473L		5CD447473M	
SERIAL DISTRIBUTION:		5CD447473N	5CD447473P		5CD447473Q	
SERIAL DISTRIBUTION:		5CD447473R	5CD447473S		5CD447473T	
SERIAL DISTRIBUTION:		5CD447473V	5CD447473W		5CD447473Y	
SERIAL DISTRIBUTION:		5CD447473Z	5CD4474740		5CD4474741	
SERIAL DISTRIBUTION:		5CD4474742	5CD4474743		5CD4474744	
SERIAL DISTRIBUTION:		5CD4474745	5CD4474746		5CD4474747	
SERIAL DISTRIBUTION:		5CD4474748	5CD4474749		5CD447474B	
SERIAL DISTRIBUTION:		5CD447474C	5CD447474D		5CD447474F	
SERIAL DISTRIBUTION:		5CD447474G	5CD447474H		5CD447474J	
SERIAL DISTRIBUTION:		5CD447474K	5CD447474L		5CD447474M	
SERIAL DISTRIBUTION:		5CD447474N	5CD447474P		5CD447474Q	
SERIAL DISTRIBUTION:		5CD447474R	5CD447474S		5CD447474T	
SERIAL DISTRIBUTION:		5CD447474V	5CD447474W		5CD447474X	
SERIAL DISTRIBUTION:		5CD447474Y	5CD447474Z		5CD4474750	
SERIAL DISTRIBUTION:		5CD4474751	5CD4474752		5CD4474753	
SERIAL DISTRIBUTION:		5CD4474754	5CD4474755		5CD4474756	
SERIAL DISTRIBUTION:		5CD4474757	5CD4474758		5CD4474759	
SERIAL DISTRIBUTION:		5CD447475C	5CD447475D		5CD447475F	
SERIAL DISTRIBUTION:		5CD447475G	5CD447475H		5CD447475K	
SERIAL DISTRIBUTION:		5CD447475L	5CD447475M		5CD447475N	
SERIAL DISTRIBUTION:		5CD447475P	5CD447475Q		5CD447475R	
SERIAL DISTRIBUTION:		5CD447475S	5CD447475T		5CD447475V	
SERIAL DISTRIBUTION:		5CD447475W	5CD447475X		5CD447475Y	
SERIAL DISTRIBUTION:		5CD447475Z	5CD4474760		5CD4474761	

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4474762	5CD4474763		5CD4474764	
SERIAL DISTRIBUTION:		5CD4474765	5CD4474766		5CD4474767	
SERIAL DISTRIBUTION:		5CD4474768	5CD4474769		5CD447476B	
SERIAL DISTRIBUTION:		5CD447476C	5CD447476D		5CD447476F	
SERIAL DISTRIBUTION:		5CD447476G	5CD447476H		5CD447476J	
SERIAL DISTRIBUTION:		5CD447476K	5CD447476M		5CD447476N	
SERIAL DISTRIBUTION:		5CD447476P	5CD447476Q		5CD447476R	
SERIAL DISTRIBUTION:		5CD447476T	5CD447476V		5CD447476W	
SERIAL DISTRIBUTION:		5CD447476X	5CD447476Y		5CD447476Z	
SERIAL DISTRIBUTION:		5CD4474770	5CD4474772		5CD4474773	
SERIAL DISTRIBUTION:		5CD4474776	5CD4474777		5CD4474778	
SERIAL DISTRIBUTION:		5CD4474779	5CD447477B		5CD447477C	
SERIAL DISTRIBUTION:		5CD447477D	5CD447477F		5CD447477G	
SERIAL DISTRIBUTION:		5CD447477H	5CD447477J		5CD447477K	
SERIAL DISTRIBUTION:		5CD447477L	5CD447477M		5CD447477N	
SERIAL DISTRIBUTION:		5CD447477P	5CD447477Q		5CD447477R	
SERIAL DISTRIBUTION:		5CD447477S	5CD447477T		5CD447477V	
SERIAL DISTRIBUTION:		5CD447477W	5CD447477X		5CD447477Y	
SERIAL DISTRIBUTION:		5CD447477Z	5CD4474780		5CD4474781	
SERIAL DISTRIBUTION:		5CD4474782	5CD4474783		5CD4474784	
SERIAL DISTRIBUTION:		5CD4474785	5CD4474786		5CD4474787	
SERIAL DISTRIBUTION:		5CD4474788	5CD4474789		5CD447478B	
SERIAL DISTRIBUTION:		5CD447478C	5CD447478D		5CD447478F	
SERIAL DISTRIBUTION:		5CD447478G	5CD447478H		5CD447478J	
SERIAL DISTRIBUTION:		5CD447478K	5CD447478L		5CD447478M	
SERIAL DISTRIBUTION:		5CD447478N	5CD447478P		5CD447478Q	
SERIAL DISTRIBUTION:		5CD447478S	5CD447478T		5CD447478V	
SERIAL DISTRIBUTION:		5CD447478X	5CD447478Y		5CD447478Z	
SERIAL DISTRIBUTION:		5CD4474790	5CD4474791		5CD4474793	
SERIAL DISTRIBUTION:		5CD4474794	5CD4474795		5CD4474796	
SERIAL DISTRIBUTION:		5CD4474797	5CD4474798		5CD4474799	
SERIAL DISTRIBUTION:		5CD447479B	5CD447479C		5CD447479D	
SERIAL DISTRIBUTION:		5CD447479F	5CD447479G		5CD447479H	
SERIAL DISTRIBUTION:		5CD447479J	5CD447479K		5CD447479L	
SERIAL DISTRIBUTION:		5CD447479M	5CD447479N		5CD447479P	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD447479Q	5CD447479R		5CD447479S	
SERIAL DISTRIBUTION:		5CD447479T	5CD447479W		5CD447479X	
SERIAL DISTRIBUTION:		5CD447479Y	5CD447479Z		5CD44747B0	
SERIAL DISTRIBUTION:		5CD44747B1	5CD44747B2		5CD44747B3	
SERIAL DISTRIBUTION:		5CD44747B4	5CD44747B5		5CD44747B6	
SERIAL DISTRIBUTION:		5CD44747B7	5CD44747B9		5CD44747BB	
SERIAL DISTRIBUTION:		5CD44747BD	5CD44747BF		5CD44747BG	
SERIAL DISTRIBUTION:		5CD44747BH	5CD44747BK		5CD44747BL	
SERIAL DISTRIBUTION:		5CD44747BM	5CD44747BN		5CD44747BP	
SERIAL DISTRIBUTION:		5CD44747BQ	5CD44747BR		5CD44747BS	
SERIAL DISTRIBUTION:		5CD44747BT	5CD44747BV		5CD44747BW	
SERIAL DISTRIBUTION:		5CD44747BX	5CD44747BY		5CD44747BZ	
SERIAL DISTRIBUTION:		5CD44747C0	5CD44747C1		5CD44747C2	
SERIAL DISTRIBUTION:		5CD44747C3	5CD44747C4		5CD44747C5	
SERIAL DISTRIBUTION:		5CD44747C6	5CD44747C7		5CD44747C8	
SERIAL DISTRIBUTION:		5CD44747C9	5CD44747CB		5CD44747CC	
SERIAL DISTRIBUTION:		5CD44747CD	5CD44747CF		5CD44747CH	
SERIAL DISTRIBUTION:		5CD44747CJ	5CD44747CK		5CD44747CL	
SERIAL DISTRIBUTION:		5CD44747CM	5CD44747CN		5CD44747CP	
SERIAL DISTRIBUTION:		5CD44747CQ	5CD44747CR		5CD44747CS	
SERIAL DISTRIBUTION:		5CD44747CT	5CD44747CV		5CD44747CW	
SERIAL DISTRIBUTION:		5CD44747CX	5CD44747CY		5CD44747D0	
SERIAL DISTRIBUTION:		5CD44747D2	5CD44747D3		5CD44747D4	
SERIAL DISTRIBUTION:		5CD44747D5	5CD44747D6		5CD44747D7	
SERIAL DISTRIBUTION:		5CD44747D8	5CD44747D9		5CD44747DB	
SERIAL DISTRIBUTION:		5CD44747DC	5CD44747DD		5CD44747DF	
SERIAL DISTRIBUTION:		5CD44747DG	5CD44747DH		5CD44747DJ	
SERIAL DISTRIBUTION:		5CD44747DK	5CD44747DL		5CD44747DM	
SERIAL DISTRIBUTION:		5CD44747DN	5CD44747DP		5CD44747DQ	
SERIAL DISTRIBUTION:		5CD44747DR	5CD44747DS		5CD44747DT	
SERIAL DISTRIBUTION:		5CD44747DV	5CD44747DW		5CD44747DX	
SERIAL DISTRIBUTION:		5CD44747DY	5CD44747DZ		5CD44747F0	
SERIAL DISTRIBUTION:		5CD44747F2	5CD44747F3		5CD44747F5	
SERIAL DISTRIBUTION:		5CD44747F6	5CD44747F7		5CD44747F8	
SERIAL DISTRIBUTION:		5CD44747F9	5CD44747FB		5CD44747FD	

CONTINUED

INVOICE

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44747FF	5CD44747FG		5CD44747FH	
SERIAL DISTRIBUTION:		5CD44747FJ	5CD44747FK		5CD44747FN	
SERIAL DISTRIBUTION:		5CD44747FP	5CD44747FQ		5CD44747FR	
SERIAL DISTRIBUTION:		5CD44747FS	5CD44747FT		5CD44747FV	
SERIAL DISTRIBUTION:		5CD44747FW	5CD44747FX		5CD44747FY	
SERIAL DISTRIBUTION:		5CD44747FZ	5CD44747G0		5CD44747G1	
SERIAL DISTRIBUTION:		5CD44747G2	5CD44747G3		5CD44747G4	
SERIAL DISTRIBUTION:		5CD44747G5	5CD44747G6		5CD44747G7	
SERIAL DISTRIBUTION:		5CD44747G8	5CD44747G9		5CD44747GB	
SERIAL DISTRIBUTION:		5CD44747GC	5CD44747GD		5CD44747GF	
SERIAL DISTRIBUTION:		5CD44747GG	5CD44747GJ		5CD44747GK	
SERIAL DISTRIBUTION:		5CD44747J5				
CROS-SW-DN-EDU	EACH	6,430	6,430	0	28.00	180,040.00
GOOGLE CHROME CONSOLE		WHSE: 007				
DL012	EACH	6,430	6,430	0	17.50	112,525.00
DELL CHROMEBOOKS INTEGRATION		WHSE: 007				
EWRFL14	EACH	6,430	6,430	0	3.00	19,290.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

WSCA.
DO NOT LOAD CHROME MANAGEMENT.
NO SERVICE. NO ASSET TAG. NO ENGRAVING.

K4J87UA#ABA	EACH	194	194	0	277.50	53,835.00
HP Chromebook 11 G3 - 11.6" -		WHSE: 007				
SERIAL DISTRIBUTION:		5CD4471X1Z	5CD4471X39		5CD4471X42	
SERIAL DISTRIBUTION:		5CD4471XJX	5CD4473S7C		5CD4473S8B	
SERIAL DISTRIBUTION:		5CD4473SC8	5CD4473SGS		5CD4473SHB	
SERIAL DISTRIBUTION:		5CD4473SHR	5CD4473SLZ		5CD4473T63	
SERIAL DISTRIBUTION:		5CD4473T64	5CD4473T65		5CD4473T66	
SERIAL DISTRIBUTION:		5CD4473T67	5CD4473T68		5CD4473T6H	
SERIAL DISTRIBUTION:		5CD4473T6K	5CD4473T6L		5CD4473T6P	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD4473T6T	5CD4473T6V		5CD4473T6W	
SERIAL DISTRIBUTION:		5CD4473T6X	5CD4473T6Y		5CD4473T72	
SERIAL DISTRIBUTION:		5CD4473T73	5CD4473T75		5CD4473T7C	
SERIAL DISTRIBUTION:		5CD4473T7F	5CD4473T7G		5CD4473T7Q	
SERIAL DISTRIBUTION:		5CD4473T7R	5CD4473T7S		5CD4473T7V	
SERIAL DISTRIBUTION:		5CD4473T7W	5CD4473T7X		5CD4473T81	
SERIAL DISTRIBUTION:		5CD4473T83	5CD4473T86		5CD4473T8D	
SERIAL DISTRIBUTION:		5CD4473T8K	5CD4473T8M		5CD4473T8W	
SERIAL DISTRIBUTION:		5CD4473T95	5CD4473T9T		5CD4473TB3	
SERIAL DISTRIBUTION:		5CD4473TLF	5CD4473TLL		5CD4473TMW	
SERIAL DISTRIBUTION:		5CD4473TNR	5CD4473TP7		5CD4473TQD	
SERIAL DISTRIBUTION:		5CD4473TR7	5CD4473TRP		5CD4473TSW	
SERIAL DISTRIBUTION:		5CD4473TTQ	5CD4473TV0		5CD4473TV2	
SERIAL DISTRIBUTION:		5CD4473TVV	5CD4473TVY		5CD4473TVZ	
SERIAL DISTRIBUTION:		5CD4473TW6	5CD4473TXJ		5CD4473V15	
SERIAL DISTRIBUTION:		5CD4473VGN	5CD4473VH1		5CD4473VQX	
SERIAL DISTRIBUTION:		5CD4473VR2	5CD4473VTC		5CD4473VW3	
SERIAL DISTRIBUTION:		5CD4473W2S	5CD4473W53		5CD4473W5W	
SERIAL DISTRIBUTION:		5CD4473WLM	5CD4473WM6		5CD44744T5	
SERIAL DISTRIBUTION:		5CD44744T6	5CD44744T7		5CD44744T8	
SERIAL DISTRIBUTION:		5CD44744TC	5CD44744TF		5CD44744TG	
SERIAL DISTRIBUTION:		5CD44744TH	5CD44744TJ		5CD44744TK	
SERIAL DISTRIBUTION:		5CD44744TL	5CD44744TQ		5CD44744TT	
SERIAL DISTRIBUTION:		5CD44744TV	5CD44744TW		5CD44744TX	
SERIAL DISTRIBUTION:		5CD44744TZ	5CD44744V0		5CD44744V1	
SERIAL DISTRIBUTION:		5CD44744V2	5CD44744V5		5CD44744V7	
SERIAL DISTRIBUTION:		5CD44744V8	5CD44744V9		5CD44744VB	
SERIAL DISTRIBUTION:		5CD44744VG	5CD44744VH		5CD44744VL	
SERIAL DISTRIBUTION:		5CD44744VN	5CD44744VP		5CD44744VQ	
SERIAL DISTRIBUTION:		5CD44744VS	5CD44744VX		5CD44744W3	
SERIAL DISTRIBUTION:		5CD44744WF	5CD44744WL		5CD44744WP	
SERIAL DISTRIBUTION:		5CD44744WR	5CD44744WT		5CD44744WV	
SERIAL DISTRIBUTION:		5CD44744WW	5CD44744X0		5CD44744X1	
SERIAL DISTRIBUTION:		5CD44744X2	5CD44744X4		5CD44744X5	
SERIAL DISTRIBUTION:		5CD44744X9	5CD44744XB		5CD44744XD	

CONTINUED

INVOICE

AREY JONES EDUCATIONAL SOLUTIONS

INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

P.O. Box 507404
San Diego, CA 92150-7404
Phone : (800) 998-9199
Fax : (800) 403-8828

SOLD TO:
SANTA ANA UNIFIED SCHOOL DIST
ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

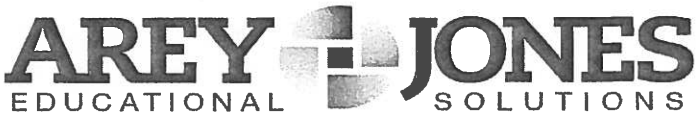
CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SERIAL DISTRIBUTION:		5CD44744XG	5CD44744XH		5CD44744XJ	
SERIAL DISTRIBUTION:		5CD44744XK	5CD44744XL		5CD44744XM	
SERIAL DISTRIBUTION:		5CD44744XP	5CD44744XT		5CD44744XV	
SERIAL DISTRIBUTION:		5CD44744XX	5CD44744XZ		5CD44744Y1	
SERIAL DISTRIBUTION:		5CD44744Y3	5CD44744Y5		5CD44744Y6	
SERIAL DISTRIBUTION:		5CD44744Y8	5CD44744YB		5CD44744YJ	
SERIAL DISTRIBUTION:		5CD44744YM	5CD44744YQ		5CD44744YR	
SERIAL DISTRIBUTION:		5CD44744YT	5CD44744Z0		5CD44744Z2	
SERIAL DISTRIBUTION:		5CD44744Z3	5CD44744Z4		5CD44744Z6	
SERIAL DISTRIBUTION:		5CD44744ZB	5CD44744ZD		5CD44744ZG	
SERIAL DISTRIBUTION:		5CD44744ZL	5CD44744ZM		5CD44744ZP	
SERIAL DISTRIBUTION:		5CD44744ZQ	5CD44744ZT		5CD44744ZV	
SERIAL DISTRIBUTION:		5CD44744ZW	5CD44744ZZ		5CD447450Y	
SERIAL DISTRIBUTION:		5CD4474510	5CD4525ZWZ		5CD4525ZXG	
SERIAL DISTRIBUTION:		5CD4525ZY4	5CD4525ZYK		5CD4525ZYW	
SERIAL DISTRIBUTION:		5CD4525ZZ7	5CD4525ZZY		5CD4526007	
SERIAL DISTRIBUTION:		5CD452600J	5CD452600K		5CD452600S	
SERIAL DISTRIBUTION:		5CD452600V	5CD452600X		5CD452600Z	
SERIAL DISTRIBUTION:		5CD4526010	5CD4526011		5CD4526012	
SERIAL DISTRIBUTION:		5CD452601B	5CD452601J		5CD45260JF	
SERIAL DISTRIBUTION:		5CD45260JW	5CD45260KQ		5CD45260KS	
SERIAL DISTRIBUTION:		5CD45260MF	5CD45260N8		5CD45260RQ	
SERIAL DISTRIBUTION:		5CD45260SH	5CD45260XR			
CROS-SW-DN-EDU	EACH	194	194	0	28.00	5,432.00
GOOGLE CHROME CONSOLE		WHSE: 007				
EWRFL14	EACH	194	194	0	3.00	582.00
ELECTRONIC WASTE RECYCLING FEE		WHSE: 007				

WSCA.
DO NOT LOAD CHROME MANAGEMENT.
NO SERVICE. NO ASSET TAG. NO ENGRAVING.

INVOICE



INVOICE NUMBER: 0118856-IN
INVOICE DATE: 1/27/2015

ORDER NUMBER: 0089269
ORDER DATE: 10/28/2014
SALESPERSON: 0050
CUSTOMER NO: 0013941

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Phone : (800) 998-9199
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ACCOUNTS PAYABLE
1601 E CHESTNUT
Santa Ana, CA 92701

SHIP TO:
SANTA ANA UNIFIED SCHOOL DIST
WAREHOUSE
750 N FAIRVIEW
SANTA ANA, CA 92703

CONFIRM TO:
Christine Maljian

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
313649	SANTA ANA USD		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT

Net Invoice:	2,136,157.00
Less Discount:	0.00
Freight:	0.00
EWRFL Fee:	19,872.00
Sales Tax:	161,890.56
Invoice Total:	**2,317,919.56**

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313649

Page 1 Of 1

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AREY JONES EDUCATIONAL SOLUTIONS
1055 6TH AVE SUITE 101
SAN DIEGO,CA 92101
Supplier Num:104023

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
28-OCT-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	6430	EACH	HP CHROMEBOOK 11 G3	283.50	$1,822,905.00
2	6430	EACH	GOOGLE CHROME MANAGEMENT SOFTWARE	28.00	$180,040.00
3		DOLLAR	CONFIGURATION SERVICES	1.00	$112,525.00
4	194	EACH	HP CHROMEBOOK 11 G3 (SPARE UNITS)	283.50	$54,999.00
5	194	EACH	GOOGLE CHROME MANAGEMENT SOFTWARE (SPARE UNITS)	28.00	$5,432.00
6		DOLLAR	E-WASTE FEES	1.00	$19,872.00

SCHOOL/DEPARTMENT: Ito, Alexandra -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$2,195,773.00
017405-0-1110-1000-4400-210	$2,346,005.32	**Tax**	$150,232.32
		Total	$2,346,005.32

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

84 203167

NON-NEGOTIABLE

Payment Date:Feb 18, 2015

AT&T DATACOMM, INC. dba AT&T DATACOMM

Vendor #:121053

Invoice: 319-019122A

Invoice Date: Feb 10, 2015

***182,655.16

Check Number: 84203167

Total: *** 182,655.16

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE DOCUCHECK™ WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 203167

56-382
412
9600058619

One Hundred Eighty-Two Thousand Six Hundred Fifty-Five Dollars And Sixteen Cents**********

Security Protect
PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.
84203167 Feb 18, 2015

Pay To The Order of
AT&T DATACOMM, INC. dba AT&T DATACOMM
P.O. BOX 9012
CAROL STREAM, IL 60197-9012
US

FUND
D01

AMOUNT
*****182,655.16

We Certify That This is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84203167⑈ ⑆041203824⑆ 9600058619⑈

P 2/12/15

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
CARR
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313689	CA 8.000%	PROJECT	1	6	02/10/2015	319-019122A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					313689 CCW CARR PARTIAL INVOICE		
	OS						
01	COMMSCOPE MEDIA 6	14000	14000	0	CAT6 CMP BLUE PLENUM	.32	4,480.00
02	PANDUIT	112	108	0	WIRE WRAP LABELS	.16	17.28
03	CADDY	200	200	0	J-HOOK FOR ABOVE T-BAR CEILING MOUNT	3.15	630.00
04	COMMSCOPE	56	54	0	CAT6 JACK BLACK	5.79	312.66
05	COMMSCOPE	56	54	0	2 PORT FACEPLATE	1.39	75.06
06	COMMSCOPE	2	2	0	BLANK	15.51	31.02
07	COMMSCOPE	56	54	0	FACEPLATE LABELS	.16	8.64
08	COMMSCOPE	7	4	0	24 PORT CAT6 PATCH PANEL	155.77	623.08
09	COMMSCOPE	8	8	0	2U SINGLE SIDED WIRE MGR	37.80	302.40
10	COMMSCOPE LABOR	56	54	0	TERMINATE CAT6 CABLE	3.04	164.16
11	COMMSCOPE	70	70	0	CAT6 PATCH CORD BLUE 3'	2.71	189.70
12	COMMSCOPE	42	42	0	CAT6 PATCH CORD BLUE 5'	3.21	134.82
13	*VELCRO	2	2	0	VELCRO TIE-WRAPS	21.84	43.68
14	*WIREMOLD NM2044	56	54	0	EXTRA DEEP DEVICE BOX	9.47	511.38
15	LABOR	56	54	0	CAT6 TESTING	3.36	181.44
16	LABOR	1	1	0	PROJECT MANAGEMENT	2,000.00	2,000.00
17	LABOR OS	1	1	0	LABOR OS	4,150.24	4,150.24

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1737

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
CARR
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313689	CA 8.000%	PROJECT	2	6	02/10/2015	319-019122A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	PS						
18	LEGRAND 2900L8	50	25	0	2900 WIREMOLD	18.72	468.00
19	LEGRAND 2986	56	20	0	DROP CEILING FITTING	1.77	35.40
20	LEGRAND 2906	60	40	0	COUPLING	1.65	66.00
21	LEGRAND 2911	20	20	0	FLAT 90	1.65	33.00
22	LEGRAND 2917	20	20	0	INSIDE 90	2.01	40.20
23	LEGRAND 2918	20	20	0	OUTSIDE 90	2.01	40.20
24	HOFFMAN D16148WF	5	5	0	ACCESS POINT ENCLOSURE	192.50	962.50
25	SWDP SWE4000-12U	1	0	0	24"W X 30"D x 24"H W/PLEX DOOR	510.40	0.00
26		1	0	0	PLYWOOD BACKBOARD	82.50	0.00
27	CADDY	20	20	0	CADDY 425	15.84	316.80
28	LABOR	81	68	0	INSTALL AP	73.46	4,995.06
29	LABOR	1	1	0	PROJECT MANAGEMENT	1,130.00	1,130.00
30		1	1	0	PROJECT MANAGEMENT MATERIALS	748.00	748.00
31		1	1	0	ENGINEERING & DOCUMENTATION MATERIALS	660.00	660.00
32		1	1	0	AS BUILTS MATERIALS	660.00	660.00
33		1	1	0	DEMO & SITE CLEANUP MATERIALS	1,100.00	1,100.00
34	LABOR PS	1	1	0	LABOR PS	2,564.70	2,564.70

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

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1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

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CARR
750 N FAIRVIEW
SANTA ANA, CA 92703

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SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313689	CA 8.000%	PROJECT	3	6	02/10/2015	319-019122A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	GEAR						
35	CISCO WS-C4500X -24X-ES	1	1	0	CATALYST 4500-X 24 PORT 10G ENT. SERVICES FRT-TO-BK NO P/S	12,960.00	12,960.00
36	CISCO C4KX-PWR-750AC-R	1	1	0	CATALYST 4500X 750W AC FRONT TO BACK COOLING POWER SUPPLY	1,080.00	1,080.00
37	CISCO C4KX-PWR-BLANK	1	1	0	TO BACK COOLING POWER SUPPLY	0.00	0.00
38	CISCO C4500X-16P-IP-ES	1	1	0	IP BASE TO ENT. SERVICES LICENSE FOR 16 PORT CATALYST	0.00	0.00
39	CISCO C4KX-NM-8SFP+	1	1	0	CATALYST 4500X 8 PORT 10G NETWORK MODULE	0.00	0.00
40	CISCO CAB-US515-C15-US	1	1	0	NEMA 5-15 TO IEC-C15 SFT US	0.00	0.00
41	CISCO S45XU-35-1521E	1	1	0	S45XU-35-1521E	0.00	0.00
42	CISCO GLC-SX-MMD=	13	13	0	1000BASE-SX SFP TRANSCEIVER MODULE MMF 850NM DOM	270.00	3,510.00
43	CISCO SFP-10G-SR=	2	2	0	10GBASE-SR SFP MODULE (FOR SUNESYS 10GB)	537.30	1,074.60
44	CISCO WS-C2960X-48FPD-L	13	13	0	CATALYST 2960-X 48 GIGE POE 740W 2 X 10G SFP+ LAN BASE	4,317.30	56,124.90
45	CISCO CAB-16AWG-AC	13	13	0	AC POWER CORD 16AWG	0.00	0.00
46	CISCO C2960X-STACK	13	13	0	CATALYST 2960-X FLEXSTACK PLUS STACKING MODULE	645.30	8,388.90

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

1739

at&t

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1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

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CARR
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SANTA ANA, CA 92703

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858999	313689	CA 8.000%	PROJECT	4	6	02/10/2015	319-019122A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
47	CISCO CAB-STK-E -0.5M	13	13	0	CISCO FLEXSTACK 50CM STACKING CABLE	0.00	0.00
48	CISCO GLC-SX-MMD=	13	13	0	1000BASE-SX SFP TRANSCEIVER MODULE MMF 850NM DOM	270.00	3,510.00
49	CISCO AIR-CAP2702I-A-K9	78	78	0	802.11AC CAP W/CLEANAIR; 3X4:3SS; INT ANT; A REG DOMAIN (10/TBD)	591.30	46,121.40
50	CISCO AIR-AP-BRACKET-1	78	78	0	1040/1140/1260/3500 LOW PROFILE MOUNTING BRACKET (10/TBD)	0.00	0.00
51	CISCO SWAP2700-CMB -A1-K9	78	78	0	CISCO 2700 SERIES COMBINED UNIFIED AND AUTONOMOUS (XXXXX) SW (10/TBD)	0.00	0.00
52	CISCO AIR-AP-T-RAIL-R	78	78	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT (DEFAULT) (10/TBD)	0.00	0.00
53	CISCO AIR-CAP3502I -I-K9	4	4	0	AIR-CAP3502I-I-K9	699.30	2,797.20
54	CISCO S3G1RK9W8 -12423	4	4	0	3500 SERIES IOS WIRELESS LAN CONTROLLER-BASED RECOVERY	0.00	0.00
55	CISCO AIR-AP-BRACKET-2	4	4	0	AIR-AP-BRACKET-2 LAN CONTROLLER-BASED RECOVERY	0.00	0.00
56	CISCO AIR-AP-T-RAIL-R	4	4	0	CEILING GRID GLIP FOR AIRONET APS-RECESSED MOUNT (DEFAULT)	0.00	0.00
57	CISCO AIR-AP-T-RAIL-F	4	4	0	CEILING GRID CLIP FOR AIRONET APS-FLUSH MOUNT	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
CARR
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313689	CA 8.000%	PROJECT	5	6	02/10/2015	319-019122A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
58	CISCO AIR-CAP1552EAK9	2	2	0	802.11N OUTDOOR MESH ACCESS POINT, EXT. ANT., A REG. DOMAIN (2/SADDLEBACK)	2,427.30	4,854.60
59	CISCO SWAP1500 -BTIMGE-K9	2	2	0	SWAP1500-BTIMGE-K9 (2/SADDLEBACK)	0.00	0.00
60	CISCO AIR-ACCPMK 1550=	5	5	0	1550 SERIES POLE-MOUNT KIT (2/SADDLEBACK)	183.06	915.30
61	CISCO AIR-PWRINJ 1500-2=	2	2	0	1520 SERIES POWER INJECTOR (2/SADDLEBACK)	134.46	268.92
62	CISCO AIR-PWR-CORD -NA	2	2	0	AIR LINE CORD NORTH AMERICA (2/SADDLEBACK)	0.00	0.00
63	CISCO AIR-ANT2547V-N	6	6	0	2.4 GHZ 4DBI/5 GHZ 7DBI DUAL BAND OMNI ANTENNA, N CONNECTOR (2/SADDLEBACK)	161.46	968.76
64	CISCO CON-SW-WSC24EXX	1	1	0	SMARTNET NO RMA CATALYST 4500-X 24 PORT 10G ENT. SERVICE	0.00	0.00
65	CISCO CON-SW-WSC296XL	1	1	0	CISCO BASE FOR C2960X-48FPD-L	0.00	0.00
66	CISCO CON-SW-AIRCIAK9	78	78	0	CISCO BASE 802.11AC CTRLR AP (10/TBD)	0.00	0.00
67	CISCO CON-SW-AIR1552E	2	2	0	CISCO BASE 802.11N EXTERNAL ANTENNA MESH ACCESS (2/SADDLEBACK)	0.00	0.00
					313689 CCW CARR SAUSD REQ # N/A PARTIAL INVOICE OS/PS/GEAR SALES ORDERS 31913252,		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1741

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
CARR
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313689	CA 8.000%	PROJECT	6	6	02/10/2015	319-019122A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					31913253, & 32030922 SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR SANTA ANA USD 313689 CARR MIDDLE REBILL 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
170,250.00	12405.16	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 182,655.16

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313689-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
28-OCT-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	7861.29	EACH	CARR ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$7,861.29
2	6287.72	EACH	CARR ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$6,287.72
3	151713	EACH	CARR ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$151,713.00
4		DOLLAR	CARR ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$6,556.77
5		DOLLAR	CARR ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$11,857.76
6		DOLLAR	CARR ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$24,000.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$221,545.50	**Sub-Total**	$208,276.54
		Tax	$13,268.96
		Total	$221,545.50

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

84 203195

NON-NEGOTIABLE

Payment Date:Feb 18, 2015

NEXUS IS, INC.

Vendor #:118321

Invoice: JC652113	Invoice Date: Feb 11, 2015	***163,243.62
Invoice: JC652133	Invoice Date: Feb 11, 2015	***175,226.90
Invoice: JC652136	Invoice Date: Feb 11, 2015	***117,135.96

Copies To Jon 2.18.15

Check Number: 84203195

Total: *** 455,606.48

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE DOCUCHECK™ WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 203195

56-382
412
9600058619

Four Hundred Fifty-Five Thousand Six Hundred Six Dollars And Forty-Eight Cents**********

Security Protect
PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.
84203195 Feb 18, 2015

We Certify That This is a Legal Demand

Authorized Signature(s)

Pay To The Order of

NEXUS IS, INC.
FILE 1522
1801 W OLYMPIC
PASADENA,CA 91199-1522
US

FUND	AMOUNT
D01	*****455,606.48

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84203195⑈ ⑆041203824⑆ 9600058619⑈

NEXUS»

27204 Turnberry Lane, Suite 100
Valencia, CA 91357
Phone: 661-257-1502

Cust #11384
Santa Ana Unified School District
Attn: Accounts Payable
1601 E Chestnut Avenue
Santa Ana CA 92701-6322

Remit To:
Nexus IS, Inc
File 1522
1801 W Olympic Blvd
Pasadena CA 91199

Ship To:
Santa Ana Unified School District
750 N Fairview
Santa Ana CA 92703

Invoice: JC652133
Date: 2/11/2015
PO NO: 314644
Job Number: 124927-200-1214

McFadden

Line No.	Quantity	Unit	Description	Unit Price	Amount	To Be Billed	Type	Supplier	Site
1	7074.46	EACH	MCFADDEN ERATE14 - CABILING PER ORIGINAL SCOPE	1.00	$7,074.46	$7,074.46	Goods	Nexus IS Inc	Valencia
2	2921.67	EACH	MCFADDEN ERATE14 - CABILING PER PRODUCT SUBSTITUTION SCOPE	1.00	$2,921.67	$2,921.67	Goods	Nexus IS Inc	Valencia
3	46942.46	EACH	MCFADDEN ERATE14 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$46,942.46	$46,942.46	Goods	Nexus IS Inc	Valencia
4	52841.37	EACH	MCFADDEN ERATE14 - WIRELESS LAN PER ORIGINAL SCOPE	1.00	$52,841.37	$52,841.37	Goods	Nexus IS Inc	Valencia
5		DOLLAR	MCFADDEN LABOR CABLING ORIGINAL SCOPE	1.00	$16,336.40	$15,336.52	Services	Nexus IS Inc	Valencia
6		DOLLAR	MCFADDEN LABOR CABLING PRODUCT SUBSTITUTION SCOPE	1.00	$14,435.29	$14,435.29	Services	Nexus IS Inc	Valencia
7		DOLLAR	MCFADDEN LABOR GEAR PRODUCT SUBSTITUTION SCOPE	1.00	$10,597.78	$5,298.89	Services	Nexus IS Inc	Valencia
8		DOLLAR	MCFADDEN LABOR WIRELESS LAN ORIGINAL SCOPE	1.00	$15,095.00	$7,547.50	Services	Nexus IS Inc	Valencia

Subtotal:	$166,444.50	$152,398.16
Tax:	$8,782.40	$8,782.40
TOTAL	$175,226.90	$161,180.56

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO

314644

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2 30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: NEXUS IS, INC
27202 WEST TURNBERRY LANE SUITE 100
VALENCIA,CA 91355
Supplier Num:118321

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
08-DEC-14		Destination	30 Net		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	7074.46	EACH	MCFADDEN ERATE14 - CABILING PER ORIGINAL SCOPE	1.00	$7,074 46
2	2921.67	EACH	MCFADDEN ERATE14 - CABILING PER PRODUCT SUBSTITUTION SCOPE	1.00	$2,921 67
3	46942.46	EACH	MCFADDEN ERATE14 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1 00	$46,942 46
4	52841.37	EACH	MCFADDEN ERATE14 - WIRELESS LAN PER ORIGINAL SCOPE	1.00	$52,841.37
5		DOLLAR	MCFADDEN LABOR CABLING ORIGINAL SCOPE	1.00	$16,536.47
6		DOLLAR	MCFADDEN LABOR CABLING PRODUCT SUBSTITUTION SCOPE	1.00	$14,435.29
7		DOLLAR	MCFADDEN LABOR GEAR PRODUCT SUBSTITUTION SCOPE	1.00	$10,597.78
8		DOLLAR	MCFADDEN LABOR WIRELESS LAN ORIGINAL SCOPE	1.00	$15,095.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$175 226 90	Sub-Total	$166,444.50
		Tax	$8,782.40
		Total	$175,226 90

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

314644

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2 30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: NEXUS IS, INC
27202 WEST TURNBERRY LANE, SUITE 100
VALENCIA,CA 91355
Supplier Num:118321

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689

Authorized Signature

2/11/15

NEXUS Integration Services

27204 Turnberry Lane, Suite 100
Valencia, CA 91357
Phone: 661-257-1502

Cust #11384
Santa Ana Unified School District
Attn: Accounts Payable
1601 E Chestnut Avenue
Santa Ana CA 92701-6322

Remit To:
Nexus IS, Inc
File 1522
1801 W Olymdic Blvd
Pasadena CA 91199

Ship To:
Santa Ana Unified School District
750 N Fairview
Santa Ana CA 92703

Invoice: JC652113
Date: 2/11/2015
PO NO: 314643
Job Number: 123637-200-1214

MacArthur

Line No.	Quantity	Unit	Description	Unit Price	Amount	To Be Billed	Type	Supplier	Site
1	6605.22	EACH	MACARTHUR ERATE14- CABIUNG PER ORIGINAL SCOPE	1.00	$6.605.22	$6.605.22	Goods	Nexus IS Inc	Valencia
2	3374.79	EACH	MACARTHUR ERATE14 • CABILING PER PRODUCT SUBSTITUTION SCOPE	1.00	$3,374.79	$3,374.79	Goods	Nexus IS Inc	Valencia
3	59103 .77	EACH	MACARTHUR ERATE14- GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$59,103.77	$59,103.77	Goods	Nexus IS Inc	Valencia
4	36110.34	EACH	MACARTHUR ERATE14 ·WIRELESS LAN PER ORIGINAL SCOPE	1.00	$36,110.34	$36,110.34	Goods	Nexus IS Inc	Valencia
5		DOLLAR	MACARTHUR LABOR CABLING ORIGINAL SCOPE	1.00	$14,197.65	$12,997.68	Services	Nexus IS Inc	Valencia
6		DOLLAR	MACARTHUR LABOR CABLING PRODUCT SUBSTITUTION SCOPE	1.00	$11,876.47	$11,876.47	Services	Nexus IS Inc	Valencia
7		DOLLAR	MACARTHUR LABOR GEAR PRODUCT SUBSTITUTION SCOPE	1.00	$13,297.78	$6,648.89	Services	Nexus IS Inc	Valencia
8		DOLLAR	MACARTHUR LABOR WIRELESS LAN ORIGINAL SCOPE	1.00	$10,262.07	$5,131.04	Services	Nexus IS Inc	Valencia

Subtotal:	$154,828.09	$141,848.20
Tax:	$8,415.53	$8,415.53
TOTAL	**$163,243.62**	**$150,263.73**

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO

314643

SHIP TO: 750 N FAIRVIEW
Main Receiv ng Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2 30 PM OR ON SATURDAYS SUNDAYS OR HOLIDAYS

SUPPLIER: NEXUS IS, INC
27202 WEST TURNBERRY LANE, SUITE 100
VALENCIA,CA 91355
Supplier Num:118321

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
08-DEC-14		Destination	30 Net		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	6605.22	EACH	MACARTHUR ERATE14 - CABILING PER ORIGINAL SCOPE	1.00	$6,605.22
2	3374.79	EACH	MACARTHUR ERATE14 - CABILING PER PRODUCT SUBSTITUTION SCOPE	1.00	$3,374.79
3	59103.77	EACH	MACARTHUR ERATE14 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$59,103.77
4	36110.34	EACH	MACARTHUR ERATE14 - WIRELESS LAN PER ORIGINAL SCOPE	1.00	$36,110.34
5		DOLLAR	MACARTHUR LABOR CABLING ORIGINAL SCOPE	1.00	$14,197.65
6		DOLLAR	MACARTHUR LABOR CABLING PRODUCT SUBSTITUTION SCOPE	1.00	$11,876.47
7		DOLLAR	MACARTHUR LABOR GEAR PRODUCT SUBSTITUTION SCOPE	1.00	$13,297.78
8		DOLLAR	MACARTHUR LABOR WIRELESS LAN ORIGINAL SCOPE	1.00	$10,262 07

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$163,243 62	Sub-Total	$154,828.09
		Tax	$8,415.53
		Total	$163,243.62

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO

314643

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana, CA 92703

NO DELIVERIES ACCEPTED AFTER 2 30 PM OR ON SATURDAYS SUNDAYS OR HOLIDAYS

SUPPLIER: NEXUS IS, INC
27202 WEST TURNBERRY LANE SUITE 120
VALENCIA,CA 91355
Supplier Num:118321

BILL TO. 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary rebates, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to refer to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

NEXUS

27204 Turnberry Lane, Suite 100
Valencia, CA 91357
Phone: 661-257-1502

Cust #11384
Santa Ana Unified School District
Attn: Accounts Payable
1601 E Chestnut Avenue
Santa Ana CA 92701

Remit To:
Nexus IS, Inc
File 1522
1801 W Olympic Blvd
Pasadena CA 91199

Ship To:
Santa Ana Unified School District
750 N Fairview
Santa Ana CA 92703

Invoice: JC652136
Date: 2/11/2015
PO NO: 314646
Job Number: 124929-200-1214

Villa

Line No.	Quantity	Unit	Description	Unit Price	Amount	To Be Paid	Type	Supplier	Site
1	2575.56	EACH	VILLA ERATE14- CABILING PER ORIGINAL	1.00	$2,575.56	$2,575.56	Goods	Nexus IS Inc	Valencia
2	1903.38	EACH	VILLA ERATE14- CABILING PER PRODUCT	1.00	$1,903.38	$1,903.38	Goods	Nexus IS Inc	Valencia
3	42888.69	EACH	VILLA ERATE14- GEAR PER PRODUCT	1.00	$42,888.69	$42,888.69	Goods	Nexus IS Inc	Valencia
4	31603.86	EACH	VILLA ERATE14- WIRELESS LAN PER	1.00	$31,603.86	$31,603.86	Goods	Nexus IS Inc	Valencia
5		DOLLAR	VILLA LABOR CABLING ORIGINAL SCOPE	1.00	$7,954.12	$6,754.13	Services	Nexus IS Inc	Valencia
6		DOLLAR	VILLA LABOR CABLING PRODUCT SUBSTITUTION SCOPE	1.00	$5,082.35	$5,082.35	Services	Nexus IS Inc	Valencia
7		DOLLAR	VILLA LABOR GEAR PRODUCT SUBSTITUTION SCOPE	1.00	$9,697.78	$4,848.89	Services	Nexus IS Inc	Valencia
8		DOLLAR	VILLA LABOR WIRELESS LAN ORIGINAL SCOPE	1.00	$9,112.50	$4,556.25	Services	Nexus IS Inc	Valencia

Subtotal:	$110,818.24	$100,213.11
Tax:	$6,317.72	$6,317.72
TOTAL:	**$117,135.96**	**$106,530.83**

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO.

314646

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2 30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: NEXUS IS, INC
27202 WEST TURNBERRY LANE SUITE 100
VALENCIA,CA 91355
Supplier Num:118321

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
08-DEC-14		Destination	30 Net		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	2575.56	EACH	VILLA ERATE14 - CABILING PER ORIGINAL SCOPE	1.00	$2,575.56
2	1903.38	EACH	VILLA ERATE14 - CABILING PER PRODUCT SUBSTITUTION SCOPE	1.00	$1,903.38
3	42888.69	EACH	VILLA ERATE14 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$42,888.69
4	31603.86	EACH	VILLA ERATE14 - WIRELESS LAN PER ORIGINAL SCOPE	1.00	$31,603.86
5		DOLLAR	VILLA LABOR CABLING ORIGINAL SCOPE	1.00	$7,954.12
6		DOLLAR	VILLA LABOR CABLING PRODUCT SUBSTITUTION SCOPE	1.00	$5,082.35
7		DOLLAR	VILLA LABOR GEAR PRODUCT SUBSTITUTION SCOPE	1.00	$9,697.78
8		DOLLAR	VILLA LABOR WIRELESS LAN ORIGINAL SCOPE	1.00	$9,112.50

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$117,135 96	Sub-Total	$110,818.24
		Tax	$6,317.72
		Total	$117,135.96

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 Fax (714) 558-5880

PURCHASE ORDER NO

314646

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2 30 PM OR ON SATURDAYS SUNDAYS OR HOLIDAYS

SUPPLIER: NEXUS IS, INC
27202 WEST TURNBERRY LANE SUITE 100
VALENCIA,CA 91355
Supplier Num:118321

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

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Authorized Signature

84 203464

NON-NEGOTIABLE

Payment Date: Feb 25, 2015

AT&T DATACOMM, INC. dba AT&T DATACOMM

Vendor #:121053

Invoice: 319-019093A	Invoice Date: Feb 4, 2015	***9,545.58
Invoice: 319-019117A	Invoice Date: Feb 9, 2015	***156,072.69

Check Number: 84203464

Total: *** 165,618.27

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT, CHECK FOR THERMOCHROMIC INK AND A TRUE DOCUCHECK™ WATERMARK, HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 203464

56-382
412
9600058619

One Hundred Sixty-Five Thousand Six Hundred Eighteen Dollars And Twenty-Seven Cents**********

Security Protect
PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.
84203464 Feb 25, 2015

Pay To The Order of
AT&T DATACOMM, INC. dba AT&T DATACOMM
P.O. BOX 9012
CAROL STREAM, IL 60197-9012
US

FUND
D01

AMOUNT
*****165,618.27

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84203464⑈ ⑆041203824⑆ 1757 9600058619⑈

2/16/15

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DISTR
1601 E CHESTNUT AVE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DISTR
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858537	314269	CA 8.000%	PROJECT	1	1	02/04/2015	319-019093A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001656				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	GEAR ONLY						
01	CP-6921-WL-K9=	30	30	0	CISCO UNIFIED IP PHONE 6921 SLIMLINE - VOIP PHONE	153.40	4,602.00
02	CP-7962G=	10	10	0	CISCO UNIFIED IP PHONE 7962, SPARE	292.05	2,920.50
03	CP-6921-C-K9=	8	8	0	CISCO UNIFIED IP PHONE 6921, CHARCOAL, SLIMLINE HANDSET	164.50	1,316.00
					REQ # N/A AT&T SITE ID 017 DISTRICT OFFICE UPGRADES INELIGIBLE 2/CALNET SALES ORDER 31913254		
					SANTA ANA UNIFIED SCHOOL DISTR CALNET 2		
					SANTA ANA USD - INELIGIBLE 2 314269/DO UPGRADES 750 N FAIRVIEW SANTA ANA CA		
					INTERNAL PROJECT NBR 1656		

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS
8,838.50	707.08	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 9,545.58

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

314269

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
18-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	8	EACH	CISCO CP-6921-C-K9	164.50	$1,316.00
2	10	EACH	CISCO CP7962G	292.05	$2,920.50
3	30	EACH	CISCO CP-6921-WL-K9	153.40	$4,602.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
019034-0-0250-7200-6520-049	$9,545.58	**Sub-Total**	$8,838.50
		Tax	$707.08
		Total	$9,545.58

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

at&t

2/1/15

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SPURGEON
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313690	CA 8.000%	PROJECT	1	5	02/09/2015	319-019117A
PROJECT NUMBER	**CARRIER**	**SHIPPING TERMS**	**F.O.B. POINT**	**SHIP LOC**	**SALESMAN**		**OUR SALES ORDER NUMBER**
000001658				319			

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	OS				313690 CCW SPURGEON PARTIAL INVOICE		
01	COMMSCOPE MEDIA 6	18000	14000	0	CAT6 CMP BLUE PLENUM	.32	4,480.00
02	PANDUIT	148	110	0	WIRE WRAP LABELS	.16	17.60
03	CADDY	200	200	0	J-HOOK FOR ABOVE T-BAR CEILING MOUNT	3.15	630.00
04	COMMSCOPE	74	55	0	CAT6 JACK BLACK	5.79	318.45
05	COMMSCOPE	74	55	0	2 PORT FACEPLATE	1.39	76.45
06	COMMSCOPE	2	2	0	BLANK	15.51	31.02
07	COMMSCOPE	74	55	0	FACEPLATE LABELS	.16	8.80
8	COMMSCOPE	5	4	0	24 PORT CAT6 PATCH PANEL	155.77	623.08
9	COMMSCOPE LABOR	9	5	0	2U SINGLE SIDED WIRE MGR	37.80	189.00
	COMMSCOPE	74	55	0	TERMINATE CAT6 CABLE	3.04	167.20
	COMMSCOPE	111	111	0	CAT6 PATCH CORD BLUE 3'	2.71	300.81
	*VELCRO	34	34	0	CAT6 PATCH CORD BLUE 5'	3.21	109.14
	*WIREMOLD NM2044	2	2	0	VELCRO TIE-WRAPS	21.84	43.68
	LAROR	74	0	0	EXTRA DEEP DEVICE BOX	9.47	0.00
	LABOR	74	55	0	CAT6 TESTING	3.36	184.80
	LABOR OS	1	1	0	PROJECT MANAGEMENT	2,000.00	2,000.00
		1	1	0	LABOR OS	3,917.01	3,917.01

LES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS

PLEASE SEND REMITTANCE TO

PLEASE PAY

E RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SPURGEON
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313690	CA 8.000%	PROJECT	2	5	02/09/2015	319-019117A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	PS						
18	LEGRAND 2900L8	60	40	0	2900 WIREMOLD	18.72	748.80
19	LEGRAND 2986	70	30	0	DROP CEILING FITTING	1.77	53.10
20	LEGRAND 2906	70	40	0	COUPLING	1.65	66.00
21	LEGRAND 2911	30	20	0	FLAT 90	1.65	33.00
22	LEGRAND 2917	30	20	0	INSIDE 90	2.01	40.20
23	LEGRAND 2918	30	20	0	OUTSIDE 90	2.01	40.20
24	HOFFMAN D16148WF	5	5	0	ACCESS POINT ENCLOSURE	192.50	962.50
25	CADDY	20	20	0	CADDY 425	15.84	316.80
26	LABOR	94	61	0	INSTALL AP	73.45	4,480.45
27	LABOR	1	1	0	PROJECT MANAGEMENT	1.130.00	1,130.00
28		1	1	0	PROJECT MANAGEMENT MATERIALS	748.00	748.00
29		1	1	0	ENGINEERING & DOCUMENTATION MATERIALS	660.00	660.00
30		1	1	0	AS BUILTS MATERIALS	660.00	660.00
31		1	1	0	DEMO & SITE CLEANUP MATERIALS	1,100.00	1,100.00
32	LABOR PS	1	1	0	LABOR PS	2,685.90	2,685.90
	GEAR						
33	CISCO WS-C4500X-24 X-ES	1	1	0	CATALYST 4500-X 24 PORT 10G ENT. SERVICES FRT-TO-BK NO P/S	12,960.00	12,960.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SPURGEON
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313690	CA 8.000%	PROJECT	3	5	02/09/2015	319-019117A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
34	CISCO C4KX-PWR-750 AC-R	1	1	0	CATALYST 4500X 750W AC FRONT TO BACK COOLING POWER SUPPLY	1,080.00	1,080.00
34	CISCO C4KX-PWR-BLANK	1	1	0	TO BACK COOLING POWER SUPPLY	0.00	0.00
35	CISCO C4500X-16P-IP-ES	1	1	0	IP BASE TO ENT. SERVICES LICENSE FOR 16 PORT CATALYST	0.00	0.00
36	CISCO C4KX-NM-8SFP+	1	1	0	CATALYST 4500X 8 PORT 10G NETWORK MODULE	0.00	0.00
37	CISCO CAB-US515-C15-US	1	1	0	NEMA 5-15 TO IEC-C15 SFT US	0.00	0.00
38	CISCO S45XU-35-1521E	1	1	0	S45XU-35-1521E	0.00	0.00
39	CISCO GLC-SX-MMD=	8	8	0	1000BASE-SX SFP TRANSCEIVER MODULE MMF 850NM DOM	270.00	2,160.00
40	CISCO SFP-10G-SR=	2	2	0	10GBASE-SR SFP MODULE (FOR SUNESYS 10GB)	537.30	1,074.60
41	CISCO WS-C2960X-48FPD-L	8	8	0	CATALYST 2960-X 48 GIGE POE 740W 2 X 10G SFP+ LAN BASE	4,317.30	34,538.40
42	CISCO CAB-16AWG-AC	8	8	0	AC POWER CORD 16AWG	0.00	0.00
43	CISCO C2960X-STACK	8	8	0	CATALYST 2960-X FLEXSTACK PLUS STACKING MODULE	645.30	5,162.40
44	CISCO CAB-STK-E-0.5M	8	8	0	CISCO FLEXSTACK 50CM STACKING CABLE	0.00	0.00
45	CISCO GLC-SX-MMD=	8	8	0	1000BASE-SX SFP TRANSCEIVER MODULE MMF 850NM DOM	270.00	2,160.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SPURGEON
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313690	CA 8.000%	PROJECT	4	5	02/09/2015	319-019117A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
46	CISCO AIR-CAP2702 I-A-K9	89	89	0	802.11AC CAP W/CLEANAIR; 3X4:3SS; INT ANT; A REG DOMAIN (28/SADDLEBACK)	591.30	52,625.70
47	CISCO AIR-AP-BRACKET-1	89	89	0	1040/1140/1260/3500 LOW PROFILE MOUNTING BRACKET (28/SADDLEBACK)	0.00	0.00
48	CISCO SWAP2700-CMB-A1-K9	89	89	0	CISCO 2700 SERIES COMBINED UNIFIED AND AUTONOMOUS (XXXXX) SW (28/SADDLEBACK)	0.00	0.00
49	CISCO AIR-AP-T-RAIL-R	89	89	0	CEILING GRID CLIP FOR AIRONET APS- RECESSED MOUNT (DEFAULT) (28/SADDLEBACK)	0.00	0.00
50	CISCO AIR-CAP1552E -A-K9	2	2	0	802.11N OUTDOOR MESH ACCESS POINT,EXT. ANT., A REG. DOMAIN (2/VALLEY)	2,427.30	4,854.60
51	CISCO SWAP1500-BTIMGE-K9	2	2	0	SWAP1500-BTIMGE-K9 (2/VALLEY)	0.00	0.00
52	CISCO AIR-ACCPMK1550=	5	5	0	1550 SERIES POLE-MOUNT KIT (2/VALLEY)	183.06	915.30
53	CISCO AIR-PWRINJ1500-2=	2	2	0	1520 SERIES POWER INJECTOR (2/VALLEY)	134.46	268.92
54	CISCO AIR-PWR-CORD -NA	2	2	0	AIR LINE CORD NORTH AMERICA (2/VALLEY)	0.00	0.00
55	CISCO AIR-ANT2547V-N	6	6	0	2.4 GHZ 4DBI/5 GHZ 7DBI DUAL BAND OMNI ANTENNA, N CONNECTOR (2/VALLEY)	161.46	968.76
56	CISCO CON-SW-WSC24EXX	1	1	0	SMARTNET NO RMA CATALYST 4500-X 24 PORT 10G ENT. SERVICE	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E CHESTNUT AVENUE
SANTA ANA, CA 92701-6322

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SPURGEON
750 N FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313690	CA 8.000%	PROJECT	5	5	02/09/2015	319-019117A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
57	CISCO CON-SW-WSC296XL	1	1	0	CISCO BASE FOR C2960X-48FPD -L	0.00	0.00
58	CISCO CON-SW-AIRCIAK9	89	89	0	CISCO BASE 802.11AC CTRLR AP (28/SADDLEBACK)	0.00	0.00
59	CISCO CON-SW-AIR1552E	2	2	0	CISCO BASE 802.11N EXTERNAL ANTENNA MESH ACCESS (2/VALLEY)	0.00	0.00

313690 CCW SPURGEON
PARTIAL INVOICE
OS, PS & GEAR
SAUSD REQ # N/A
SALES ORDER 31912923 &
32030810

SANTA ANA UNIFIED SCHOOL DISTR
YR 15 BEAR

SANTA ANA USD SPURGEON
313690
750 N FAIRVIEW
SANTA ANA
CA

INTERNAL PROJECT NBR
1658

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS
145,590.67	10482.02	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 156,072.69

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313690-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
28-OCT-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	9261.32	EACH	SPURGEON ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$9,261.32
2	5980	EACH	SPURGEON ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$5,980.00
3	127907.1	EACH	SPURGEON ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$127,907.10
4		DOLLAR	SPURGEON ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$7,760.00
5		DOLLAR	SPURGEON ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$11,464.35
6		DOLLAR	SPURGEON ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$24,000.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$186,372.77
017405-0-1110-1000-4400-210	$197,824.65	**Tax**	$11,451.88
		Total	$197,824.65

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

84 204535

NON-NEGOTIABLE

Payment Date:Mar 25, 2015

AT&T DATACOMM, INC. dba AT&T DATACOMM

Vendor #:121053

Invoice: 319-019286A	Invoice Date: Mar 11, 2015	***101,838.38
Invoice: 319-019292A	Invoice Date: Mar 12, 2015	***579,554.17
Invoice: 319-019293A	Invoice Date: Mar 12, 2015	***68,762.19
Invoice: 319-019323A	Invoice Date: Mar 19, 2015	***78,714.50
Invoice: 319-019324A	Invoice Date: Mar 19, 2015	***161,430.34
Invoice: 319-019325A	Invoice Date: Mar 19, 2015	***69,520.36

Copies To Jon G.

Check Number: 84204535

Total: *** 1,059,819.94

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE DOCUCHECK™ WATERMARK, HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.

84 204535

56-382

One Million Fifty-Nine Thousand Eight Hundred Nineteen Dollars And Ninety-Four Cents**********410******

9600058619

Security Protect

PRESS, RUB, OR BREATHE HERE, RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.

84204535 Mar 25, 2015

Pay To The Order of

AT&T DATACOMM, INC. dba AT&T DATACOMM
P.O. BOX 9012
CAROL STREAM,IL 60197-9012
US

FUND D01

AMOUNT *****1,059,819.94

We Certify That This is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84204535⑈ ⑆041203824⑆ 1769 ⑈9600058619⑈

3/19

LN#9

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313880	CA 8.000%	PROJECT	1	3	03/11/2015	319-019286A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	GEAR ONLY				313880 DISTRICT OFFICE PARTIAL INVOICE		
01	ASA5585-S40-2A-K9	1	1	0	ASA 5585-X CHAS WITH SSP40 6GE,4SFP+,2GE MGT,2 AC,3DES /AES	76,677.30	76,677.30
02	ASA5585-BLANK-HD	2	2	0	ASA 5585-X HARD DRIVE BLANK SLOT COVER	0.00	0.00
03	ASA5585-BLANK-H	1	1	0	ASA 5585-X HALF WIDTH BLANK SLOT COVER	0.00	0.00
04	ASA5585-SEPTUM	1	1	0	ASA 55585 SLOT DIVIDER FOR HALF-SLOT IO MODULES	0.00	0.00
05	ASA-AC-E-5585	1	1	0	ANYCONNECT ESSENTIALS VPN LICENSE - ASA 5585-X (MAX USERS)	270.00	270.00
06	CAB-US515P-C19-US	2	2	0	NEMA 5-15 TO IEC-C19 13FT US	0.00	0.00
07	ASA5585-PWR-AC	1	1	0	ASA 5585-X AC POWER SUPPLY	0.00	0.00
08	SF-ASA-X-9.1-K8	1	1	0	ASA 9.1 SOFTWARE IMAGE FOR ASA 5500-X SERIES,5585-X & ASA-SM	0.00	0.00
09	ASA-AC-M-5585	1	1	0	ANYCONNECT MOBILE - ASA 5585-X (REQ. ESSENTIALS OR PREMIUM)	270.00	270.00
10	ASA-VPN-CLNT-K9	1	1	0	CISCO VPN CLIENT SOFTWARE (WINDOWS, SOLARIS, LINUX, MAC)	0.00	0.00
11	ASA5585-PWR-AC	1	1	0	ASA 5585-X AC POWER SUPPLY	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313880	CA 8.000%	PROJECT	2	3	03/11/2015	319-019286A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
12	ASA-ANYCONN-CSD-K9	1	1	0	ASA 5500 ANYCONNECT CLIENT + CISCO SECURITY DESKTOP SOFTWARE	0.00	0.00
13	ASA5500-ENCR-K9	1	1	0	ASA 5500 STRONG ENCRYPTION LICENSE (3DES/AES)	0.00	0.00
14	ASA-SSP-40-INC	1	1	0	ASA 5585-X SECURITY SERVICES PROCESSOR-40 WITH 6GE, 4SFP+	0.00	0.00
15	ASA5585-SEC-PL	1	1	0	ASA 5585-X SECURITY PLUS LICENSE (ENABLES 10G SFP+ PORTS)	0.00	0.00
16	ASA5585-NM-4-10GE	1	1	0	ASA 5585-X HALF WIDTH NETWORK MODULE WITH 4 SFP+ PORTS	16,200.00	16,200.00
17	SFP-10G-SR	1	1	0	10GBASE-SR SFP MODULE	537.30	537.30
18	SFP-H10GB-CU3M	3	3	0	10GBASE-CU SFP+ CABLE 3 METER	113.40	340.20
19	CON-SW-A85S42K9	1	1	0	CISCO BASE ASA 5585-X CHAS WITH SSP40,6GE,4SFP+,2GE	0.00	0.00
20	CON-SW-A85NM4GE	1	1	0	CISCO BASE ASA 5585-X HALF WIDT	0.00	0.00
					313880/DISTRICT OFFICE SAUSD REQ # N/A PARTIAL INVOICE FIREWALL /GEAR ONLY SALES ORDER 31912988		
					SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR		
					SANTA ANA USD-DO UPGD FIREWALL 313880/DISTRICT OFFICE 750 N FAIRVIEW SANTA ANA		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

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CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313880	CA 8.000%	PROJECT	3	3	03/11/2015	319-019286A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
94,294.80	7,543.58	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 101,838.38

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in an document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contra shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the exte they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescissio Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended f Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from th date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upo delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such softwar In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/ other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buye shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished b Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes i specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitabl adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the un price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond suc warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event exten beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of suc obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sol remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, AL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES O MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDIN SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMEN (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING O ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FO ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THI SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR O REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLE BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE O NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOL OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABL TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER O NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANC OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACT OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS O TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILA TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property' providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (i notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In th event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer again such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept retur of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Sell harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer a manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, includin any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on re property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not bee damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized servic facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warrant recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the dat the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Be Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

at&t

Ln#11 & Ln#18

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313880	CA 8.000%	PROJECT	1	4	03/12/2015	319-019292A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	GEAR & LABOR						
01	BE7K-K9	2	2	0	CISCO BE7000 UCS C240M3 TRC2 SRV,RST	12672.72	25,345.44
02	CIT2-RAID-9271CV	2	2	0	MEGARAID 9271CV RAID CARD WITH 8 INTERNAL SAS/SATA PARTS, S	0.00	0.00
03	VMW-VS5-SNS	2	2	0	CISCO UC VIRT. HYPERVISOR 5.X - SNS	0.00	0.00
04	CIT2-MR-1X082RY-A	16	16	0	8GB DDR3-1333-MHZ RDIMM/PC3-10600/2R/1.35V	0.00	0.00
05	CIT2-PSU2-1200	4	4	0	1200W 2U POWER SUPPLY FOR UCS	0.00	0.00
06	R2XX-RAID5	2	2	0	ENABLE RAID 5 SETTING	0.00	0.00
07	CIT2-A03-D300GA2	24	24	0	300GB 6GB SAS 10K RPM SFF HDD/HOT PLUG/DRIVE SLED MOUNTED	0.00	0.00
08	CIT2-CPU-E5-2640	4	4	0	2.50 GHZ E5-2640/95W 6C/15MB CACHE/DDR3 1333MHZ	0.00	0.00
09	CIT2-PCIE-IRJ45	4	4	0	INTEL I350 QUAD PORT 1GB ADAPTER	0.00	0.00
10	BE7K-SW-9X10X	2	2	0	MEDIA (NO LIC) FOR CISCO COLLABORATION 9.X 10.X	0.00	0.00
11	VMW-VS5-HYP-K9	2	2	0	CISCO UC VIRT. HYPERVISOR 5.X (2-SOCKET)	0.00	0.00
12	CAB-9K12A-NA	4	4	0	POWER CORD, 125VAC 13A NEMA 5-15 PLUG, NORTH AMERICA	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

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SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

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858999	313880	CA 8.000%	PROJECT	2	4	03/12/2015	319-019292A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
13	R-CUWL-STD-K9	1	1	0	UNIFIED WORKSPACE LICENSING - TOP LEVEL FOR STD - 9.X	0.00	0.00
14	EXPWY-VE-C-K9	1	1	0	CISCO EXPRESSWAY-C SERVER VIRTUAL EDITION	0.00	0.00
15	EXPWY-VE-E-K9	1	1	0	CISCO EXPRESSWAY-E SERVER VIRTUAL EDITION	0.00	0.00
16	SW-EXP-8.X-K9	1	1	0	SOFTWARE IMAGE FOR EXPRESSWAY WITH ENCRYPTION VERSION X8	0.00	0.00
17	UCXN-10X-UWL-STD	2000	2000	0	UNITY CONNECTION 10.X CUWL STD USERS	0.00	0.00
18	LIC-EXP-SERIES	2	2	0	ENABLE EXPRESSWAY SERIES FEATURE SET	0.00	0.00
19	LIC-EXP-AN	1	1	0	ENABLE ADVANCED NETWORKING OPTION	0.00	0.00
20	LIC-UWL-STD-SLED-B	2000	2000	0	SERVICES MAPPING SKU 1K-10K UWL STD USERS	0.00	0.00
21	WEBEX-UWL-S-PAK	1	1	0	WEBEX PAK FOR CUWL STANDARD	0.00	0.00
22	LIC-SW-EXP-K9	2	2	0	LICENSE KEY SOFTWARE ENCRYPTED	0.00	0.00
23	UWL-STD-PAK	1	1	0	CUWL STD 9.X & 10.X PAK	0.00	0.00
24	UCM-10X-UWL-STD	2000	2000	0	UC MANAGER 10.X CUWL STD USERS	0.00	0.00
25	LIC-UWL-STD-B	3000	3000	0	SERVICES MAPPING SKU 1K-10K UWL STD USERS	0.00	0.00
26	WBX-IM1-NH-UWL	5000	5000	0	INCLUDED WEBEX MESSENGER USERS (1 YEAR TERM)	0.00	0.00
27	UCXN-10X-SC-PORTS	1	1	0	UNITY CONNECTION 10.X SPEECHCONNECT PORTS	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

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1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

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858999	313880	CA 8.000%	PROJECT	3	4	03/12/2015	319-019292A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
28	LIC-EXP-TURN	1	1	0	ENABLE TURN RELAY OPTION	0.00	0.00
29	LIC-EXP-GW	2	2	0	ENABLE GW FEATURE (H323-SIP)	0.00	0.00
30	LIC-EXP-E-PAK	1	1	0	EXPRESSWAY SERIES EXPRESSWAY -E PAK	0.00	0.00
31	LIC-EXP-E	1	1	0	ENABLE EXPRESSWAY-E FEATURE SET	0.00	0.00
32	MIGE-CMAPP-UWL-STD	3000	3000	0	MIGRATE ENHANCED UCM UCAPP SINGLE USER TO STD - INSTALL BASE	27.00	81,000.00
33	NEW-UWL-STD-SLED	2000	2000	0	NEW CUWL STANDARD EDITION USR SLED/GOVT/EDU ONLY 1 USR	175.50	351,000.00
34	UC-8.X-OR-EARLIER	1	1	0	VERSION 8.X OR EARLIER	0.00	0.00
35	UCXN	1	1	0	MIGRATING FROM UNITY CONNECTION STANDALONE TO CUWL	0.00	0.00
36	UCAPPS-SW-10.X-K9	1	1	0	VERSION 10.X SOFTWARE KIT	0.00	0.00
37	LIC-EXP-RMS	20	20	0	EXPRESSWAY RICH MEDIA SESSION	405.00	8,100.00
38	VG350/K9	1	1	0	CISCO VG350 HIGH DENSITY VOICE OVER IP ANALOG GATEWAY	7,290.00	7,290.00
39	CON-ECMU-EXPWYVEC	1	1	0	SWSS UPGRADES CISCO EXPRESSWAY-C S	0.00	0.00
40	CON-ECMU-EXPWYVEE	1	1	0	SWSS UPGRADES CISCO EXPRESS-WAY-E SERVER VIRTUAL EDITI	0.00	0.00
41	CON-ECMU-SSLEDB	2200	2200	0	SWSS UPGRADES SERVICES MAPPING SKU 1K-10K UWL STDUSER	0.00	0.00
42	CON-ECMU-LICUWLB	2800	2800	0	CON-ECMU-LICUWLB	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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SANTA ANA, CA 92703

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858999	313880	CA 8.000%	PROJECT	4	4	03/12/2015	319-019292A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
43	CON-SW-BE7KK9IP	2	2	0	CON-SW-BE7KK9IP	0.00	0.00
44	CON-ECMU-LICEXPRM	20	20	0	SWSS UPGRADES EXPRESSWAY RICH MEDIA SESSION	0.00	0.00
45	LABOR	1	1	0	NETWORK ENGINEERING/PM	68,999.89	68,999.89
					313880/DISTRICT OFFICE SAUSD REQ # N/A VOIP /GEAR & LABOR SALES ORDER 31912910 AND 31912918		
					SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR		
					SANTA ANA 313880 750 N FAIRVIEW SANTA ANA CA		
					INTERNAL PROJECT NBR 1658		

18

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
541,735.33	37818.84	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 579,554.17

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1777

ORIGINAL INVOICE

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1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in an document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contra shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the exte they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescissio Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended fc Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from th date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upo delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such softwar In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month c the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/c other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buye shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished b Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes i specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitabl adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the un price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond suc warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event exten beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products c parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of suc obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sol remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, AL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES O MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDIN SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMEN (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING O ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FO ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THI SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR O REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLE BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE O NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOL OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABL TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER O NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANC OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACT OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS O TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILA TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property' providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (ii notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In th event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer again such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept retur of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Sell harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer a manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, includin any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on re property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not bee damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized servic facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warrant recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the dat the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Be Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

3/19/15

LN# 8

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313880	CA 8.000%	PROJECT	1	2	03/12/2015	319-019293A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					WIRELESS PARTIAL INV		
01	AIR-CAP3702I-A-K9	60	60	0	802.11AC CTRLR AP 4X4:3SS W/CLEANAIR; INT ANT; A REG DOMAIN	807.00	48,438.00
02	AIR-AP-BRACKET-1	60	60	0	802.11N AP LOW PROFILE MOUNTING BRACKET (DEFAULT)	0.00	0.00
03	AIR-AP-T-RAIL-R	60	60	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT (DEFAULT)	0.00	0.00
04	SWAP3700-RCOVRY-K9	60	60	0	CISCO 3700 SERIES IOS WIRELESS LAN RECOVERY	0.00	0.00
05	AIR-CAP1552E-A-K9	5	5	0	802.11N OUTDOOR MESH ACCESS POINT, EXT. ANT., A REG.DOMAIN	2,427.00	12,136.50
06	S155W7K9-15202JB	5	5	0	CISCO 1550 SERIES IOS WIRELESS LAN - AUTONOMOUS	0.00	0.00
07	AIR-ANT2547V-N	15	15	0	2.4 GHZ 4DBI/5 GHZ 7DBI DUAL BAND OMNI ANTENNA, N CONNECTOR	161.46	2,421.90
08	AIR-PWRINJ1500-2=	5	5	0	1520 SERIES POWER INJECTOR	134.46	672.30
09	AIR-PWR-CORD-NA	5	5	0	AIR LINE CORD NORTH AMERICA	0.00	0.00
10	CON-SW-3702IA	60	60	0	CISCO BASE 802.11AC CTRLR AP 4X	0.00	0.00
11	CON-SW-C1552EA	5	5	0	CISCO BASE 802.11N EXTERNAL ANTENNA MESH ACCESS POI	0.00	0.00
					DISTRICT OFFICE SAUSD REQ# N/A PARTIAL INVOICE WIRELESS /GEAR ONLY SALES ORDER 31913010		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313880	CA 8.000%	PROJECT	2	2	03/12/2015	319-019293A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR SANTA ANA USD DO UPGRADE 313880/DO UPGRD WIRELESS 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
63,668.70	5,093.49	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO	PLEASE PAY
AT&T DATACOMM, INC. PO BOX 9012 CAROL STREAM, IL 60197-9012	68,762.19

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

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PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313880-3

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
04-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	163440.41	EACH	ERATE Y15 DO - CABLING PER ORIGINAL SCOPE	1.00	$163,440.41
2	165369.91	EACH	ERATE Y15 DO - CABLING PER PRODUCT SUBSTITUTION SCOPE SCOPE	1.00	$165,369.91
3		DOLLAR	ERATE Y15 DO - CABLING LABOR PER ORIGINAL SCOPE	1.00	$133,719.29
4		DOLLAR	ERATE Y15 DO - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$311,711.94
5	7769.3	EACH	ERATE Y15 DO - CABLING PER CALNET2	1.00	$7,769.30
6		DOLLAR	ERATE Y15 DO - CABLING LABOR PER CALNET2	1.00	$8,305.50
7	469524.6	EACH	ERATE Y15 DO - GEAR DATA CENTER UPGRADE SCOPE	1.00	$469,524.60
8	63668.7	EACH	ERATE Y15 DO - GEAR PER WIRELESS LAN SCOPE	1.00	$63,668.70
9	174635.28	EACH	ERATE Y15 DO - GEAR PER FIREWALL SCOPE	1.00	$174,635.28
10	266202.4	EACH	ERATE YQ5 DO - GEAR PER IDF UPGRADE SCOPE	1.00	$266,202.40
11	472735.44	EACH	ERATE Y15 DO - GEAR PER UNIFIED COMMUNICATIONS SCOPE	1.00	$472,735.44

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

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313880-3

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

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SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

12	179312.85	EACH	ERATE Y15 DO - GEAR PER VIDEO SCOPE	1.00	$179,312.85
13		DOLLAR	ERATE Y15 DO - LABOR UC INFRASTRUCTURE	1.00	$69,000.00
14		DOLLAR	ERATE Y15 DO - LABOR FIREWALL INSTALLATION	1.00	$8,000.00
15		DOLLAR	ERATE Y15 DO - LABOR VIDEO INSTALLATION	1.00	$40,000.00
16		DOLLAR	ERATE Y15 DO - LABOR CORE AND DATA CENTER UPGRADES	1.00	$88,000.00
17		DOLLAR	ERATE Y15 DO - LABOR EDGE SWITCHING	1.00	$16,000.00
18		DOLLAR	ERATE Y15 DO - LABOR PROJECT MANAGEMENT	1.00	$60,000.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$2,697,395.62
019034-0-0250-8500-6290-049	$363,505.98	**Tax**	$157,012.71
019034-0-0250-7200-6520-049	$2,490,902.35		
		Total	$2,854,408.33

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

DB 3/24 LN#3

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
VALLEY
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313869	CA 8.000%	PROJECT	1	3	03/19/2015	319-019323A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	GEAR ONLY				313869 CCW VALLEY PARTIAL INVOICE		
01	CISCO WS-C4500X-40X-ES	1	1	0	CATALYST 4500-X 40 PORT 10G ENT. SERVICES FRT-TO-BK NO P/S	23,760.00	23,760.00
02	CISCO C4KX-PWR-750AC-R	1	1	0	CATALYST 4500X 750W AC FRONT TO BACK COOLING POWER SUPPLY	1,080.00	1,080.00
03	CISCO C4KX-PWR-BLANK	1	1	0	CATALYST 4500X POWER SUPPLY BLANK	0.00	0.00
04	CISCO CAB-US515-C15-US	1	1	0	NEMA 5-15 TO IEC-C15 8FT US	0.00	0.00
05	CISCO S45XUK9-36E	1	1	0	CAT4500-X UNIVERSAL CRYPTO IMAGE	0.00	0.00
06	CISCO C4500X-IP-ES	1	1	0	IP BASE TO ENT. SERVICES LICENSE FOR 32 PORT CATALYST 4500-X	0.00	0.00
07	CISCO C4KX-NM-8SFP+	1	1	0	CATALYST 4500X 8 PORT 10G NETWORK MODULE	0.00	0.00
08	CISCO GLC-SX-MMD=	40	40	0	1000BASE-SX SFP TRANSCEIVER MODULE MMF 850NM DOM	270.00	10,800.00
09	COMMSCOPE	40	40	0	FIBER PATCH CORDS 1 METER (SC-LC)	0.00	0.00
10	CISCO SFP-10G-SR=	2	2	0	10GBASE-SR SFP MODULE (FOR SUNESYS 10GB)	537.30	1,074.60
11	CISCO AIR-CAP2702I-A-K9	55	55	0	802.11AC CAP W/CLEANAIR; 3X4: 3SS; INT ANT; A REG DOMAIN	591.30	32,521.50

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1784

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
VALLEY
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313869	CA 8.000%	PROJECT	2	3	03/19/2015	319-019323A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
12	CISCO AIR-AP-BRACKET-1	55	55	0	1040/1140/1260/3500 LOW PROFILE MOUNTING BRACKET	0.00	0.00
13	CISCO SWAP2700-CMB-A1-K9	55	55	0	CISCO 2700 SERIES COMBINED UNIFIED AND AUTONOMOUS (XXXXX) SW	0.00	0.00
14	CISCO AIR-AP-T-RAIL-R	55	55	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT (DEFAULT)	0.00	0.00
15	CISCO AIR-CAP 2702E-A-K9	5	5	0	802.11AC CAP W/CLEANAIR; 3X4: 3SS; EXT ANT; A REG DOMAIN (5/SPURGEON)	645.30	3,226.50
16	CISCO AIR-AP-BRACKET-1	5	5	0	802.11N AP LOW PROFILE MOUNTING BRACKET (DEFAULT) (5/SPURGEON)	0.00	0.00
17	CISCO SWAP2700--CMB-A1-K9	5	5	0	CISCO 2700 SERIES COMBINED UNIFIED AND AUTONOMOUS (XXXXX) SW (5/SPURGEON)	0.00	0.00
18	CISCO AIR-AP-T-RAIL-R	5	5	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT (DEFAULT) (5/SPURGEON)	0.00	0.00
19	CISCO AIR-ANT 2524DW-R	20	20	0	2.4 GHZ 2 DBI/5 GHZ 4 DBI DIPOLE ANT. WHITE RP-TNC (5/SPURGEON)	21.06	421.20
20	CISCO CON-SW-C45X40XE	1	1	0	SMARTNET NO RMA CATALYST 4500-X 40 PORT 10G ENT.SERVICE	0.00	0.00
21	CISCO CON-SW-AIRCEAK9	55	55	0	SMARTNET NO RMA 802.11AC CAP W/CLEAN	0.00	0.00
22	CISCO CON-SW-AIRCEAK9	5	5	0	SMARTNET NO RMA 802.11AC CAP W/CLEAN (5/SPURGEON)	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
VALLEY
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313869	CA 8.000%	PROJECT	3	3	03/19/2015	319-019323A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					SAUSD REQ # N/A PARTIAL INVOICE GEAR ONLY SALES ORDER 31912994 SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR SANTA ANA USD 313869/VALLEY 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS
72,883.80	5,830.70	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 78,714.50

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313869-4

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	10035.19	EACH	VALLEY ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$10,035.19
2	4527.5	EACH	VALLEY ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$4,527.50
3	108280.84	EACH	VALLEY ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$108,280.84
4		DOLLAR	VALLEY ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$8,765.78
5		DOLLAR	VALLEY ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$17,266.22
6		DOLLAR	VALLEY ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$21,500.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$170,375.53
017405-0-1110-1000-4400-210	$180,203.02	**Tax**	$9,827.49
		Total	$180,203.02

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

at&t

8/24 LN#3

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SADDLEBACK
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313870	CA 8.000%	PROJECT	1	3	03/19/2015	319-019324A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	GEAR				313870 SADDLEBACK PARITAL INVOICE		
01	CISCO WS-C4500X-40X-ES	1	1	0	CATALYST 4500-X 40 PORT 10G ENT.SERVICES FRT-TO-BK NO P/S	23,760.00	23,760.00
02	CISCO C4KX-PWR-750AC-R	1	1	0	CATALYST 4500X 750W AC FRONT TO BACK COOLING POWER SUPPLY	1,080.00	1,080.00
03	CISCO C4KX-PWR-BLANK	1	1	0	CATALYST 4500X POWER SUPPLY BLANK	0.00	0.00
04	CISCO CAB-US515-C15-US	1	1	0	NEMA 5-15 TO IEC-C15 8FT US	0.00	0.00
05	CISCO S45XUK9-36E	1	1	0	CAT4500-X UNIVERSAL CRYPTO IMAGE	0.00	0.00
06	CISCO C4500X-IP-ES	1	1	0	IP BASE TO ENT. SERVICES LICENSE FOR 32 PORT CATALYST 4500-X	0.00	0.00
07	CISCO C4KX-NM-8SFP+	1	1	0	CATALYST 4500X 8 PORT 10G NETWORK MODULE	0.00	0.00
08	CISCO GLC-SX-MMD=	3	3	0	1000BASE-SX SFP TRANSCEIVER MODULE MMF 850NM DOM	270.00	810.00
09	CISCO SFP-10G-SR=	2	2	0	10GBASE-SR SFP MODULE (FOR SUNESYS 10GB)	537.30	1,074.60
10	CISCO WS-C2960X-24PD-L	20	20	0	CATALYST 2960-X 24 GIGE POE 370W 2 X 10G SFP+ LAN BASE (3/CARR)	2,481.30	49,626.00
11	CISCO CAB-16AWG-AC	20	20	0	AC POWER CORD 16AWG (3/CARR)	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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at&t

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1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SADDLEBACK
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

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858999	313870	CA 8.000%	PROJECT	2	3	03/19/2015	319-019324A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
12	CISCO C2960X-STACK	20	20	0	CATALYST 2960-X FLEXSTACK PLUS STACKING MODULE (3/CARR)	645.30	12,906.00
13	CISCO CAB-STK-E-0.5M	20	20	0	CISCO FLEXSTACK 50CM STACKING CABLE (3/CARR)	0.00	0.00
14	CISCO GLC-SX-MMD=	40	40	0	1000BASE-SX SFP TRANSCEIVER MODULE MMF 850NM DOM(6/CARR)	270.00	10,800.00
15	CISCO AIR-CAP 2702I-A-K9	70	70	0	802.11AC CAP W/CLEANAIR; 3X4: 3SS; INT ANT; A REG DOMAIN	591.30	41,391.00
16	CISCO AIR-AP-BRACKET-1	70	70	0	1040/1140/1260/3500 LOW PROFILE MOUNTING BRACKET	0.00	0.00
17	CISCO SWAP2700-CMB-A1-K9	70	70	0	CISCO 2700 SERIES COMBINED UNIFIED AND AUTONOMOUS (XXXXX) SW	0.00	0.00
18	CISCO AIR-AP-T-RAIL-R	70	70	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT(DEFAULT)	0.00	0.00
19	CISCO AIR-CAP 702E-A-K9	11	11	0	802.11AC CAP W/CLEANAIR; 3X4: 3SS; EXT ANT; A REG DOMAIN (7/CARR)	645.30	7,098.30
20	CISCO AIR-AP-BRACKET-1	11	11	0	802.11N AP LOW PROFILE MOUNTING BRACKET (DEFAULT) (7/CARR)	0.00	0.00
21	CISCO SWAP2700-CMB-A1-K9	11	11	0	CISCO 2700 SERIES COMBINED UNIFIED AND AUTONOMOUS (XXXXX) SW (7/CARR)	0.00	0.00
22	CISCO AIR-AP-T-RAIL-R	11	11	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT(DEFAULT) (7/CARR)	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SADDLEBACK
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
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PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
23	CISCO AIR-ANT 2524DW-R	44	44	0	2.4 GHZ 2 DBI/5 GHZ 4 DBI DIPOLE ANT. WHITE RP-TNC (28/CARR)	21.06	926.64
24	CISCO CON-SW-C45X40XE	1	1	0	SMARTNET NO RMA CATALYST 4500-X 40 PORT 10G ENT.SERVICE	0.00	0.00
25	CISCO CON-SW-WSC604DL	20	20	0	SMARTNET NO RMA CATALYST 2960-X 24 GIGE POE 370W 2 X 10 (3/CARR)	0.00	0.00
26	CISCO CON-SW-AIRCEAK9	70	70	0	SMARTNET NO RMA 802.11AC CAP W/CLEAN	0.00	0.00
27	CISCO CON-SW-AIRCEAK9	11	11	0	SMARTNET NO RMA 802.11AC CAP W/CLEAN (7/CARR)	0.00	0.00
					313870/CCW SADDLEBACK SAUSD REQ # N/A PARTIAL INVOICE GEAR ONLY SALES ORDER 31912993		
					SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR		
					313870/SADDLEBACK 750 N FAIRVIEW SANTA ANA CA		
					INTERNAL PROJECT NBR 1658	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
149,472.54	11957.80	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 161,430.34

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313870-3

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	13248.03	EACH	SADDLEBACK ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$13,248.03
2	4444.5	EACH	SADDLEBACK ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$4,444.50
3	193125.06	EACH	SADDLEBACK ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$193,125.06
4		DOLLAR	SADDLEBACK ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$10,312.08
5		DOLLAR	SADDLEBACK ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$20,277.67
6		DOLLAR	SADDLEBACK ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$21,500.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$262,907.34
017405-0-1110-1000-4400-210	$279,772.74	**Tax**	$16,865.40
		Total	$279,772.74

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

3/24 LN#3

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SIERRA
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313871	CA 8.000%	PROJECT	1	3	03/19/2015	319-019325A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					313871 CCW SIERRA PARTIAL INVOICE		
01	CISCO WS-C4500X-16SFP+	1	1	0	CATALYST 4500-X 16 PORT 10G IP BASE FRONT-TO-BACK NO P/S	8,640.00	8,640.00
02	CISCO C4KX-PWR-750AC-R	1	1	0	CATALYST 4500X 750W AC FRONT TO BACK COOLING POWER SUPPLY	1.080.00	1,080.00
03	CISCO C4KX-PWR-BLANK	1	1	0	CATALYST 4500X POWER SUPPLY BLANK	0.00	0.00
04	CISCO C4KX-NM-BLANK	1	1	0	CATALYST 4500X NETWORK MODULE BLANK	0.00	0.00
05	CISCO CAB-US515-C15-US	1	1	0	NEMA 5-15 TO IEC-C15 8FT US	0.00	0.00
06	CISCO S45XU-36E	1	1	0	CAT4500-X UNIVERSAL IMAGE	0.00	0.00
07	CISCO SFP-10G-SR=	2	2	0	10GBASE-SR SFP MODULE (FOR SUNESYS 10GB)	537.30	1,074.60
08	COMMSCOPE	8	8	0	FIBER PATCH CORDS 1 METER (LC-LC)	0.00	0.00
09	CISCO WS-C2960X-24PD-L	8	8	0	CATALYST 2960-X 24 GIGE POE 370W 2 X 10G SFP+ LAN BASE	2,481.30	19,850.40
10	CISCO CAB-16AWG-AC	8	8	0	AC POWER CORD 16AWG	0.00	0.00
11	CISCO C2960X-STACK	8	8	0	CATALYST 2960-X FLEXSTACK PLUS STACKING MODULE	645.30	5,162.40
12	CISCO CAB-STK-E-0.5M	8	8	0	CISCO FLEXSTACK 50CM STACKING CABLE	0.00	0.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

1794

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SIERRA
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313871	CA 8.000%	PROJECT	2	3	03/19/2015	319-019325A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
13	CISCO GLC-SX-MMD=	16	16	0	1000BASE-SX SFP TRANSCEIVER MODULE MMF 850NM DOM	270.00	4,320.00
14	CISCO AIR-CAP 2702I-A-K9	41	41	0	802.11AC CAP W/CLEANAIR; 3X4: 3SS; INT ANT; A REG DOMAIN (4/TBD)	591.30	24,243.30
15	CISCO AIR-AP-BRACKET-1	41	41	0	1040/1140/1260/3500 LOW PROFILE MOUNTING BRACKET (4/TBD)	0.00	0.00
16	CISCO SWAP2700-CMB-A1-K9	41	41	0	CISCO 2700 SERIES COMBINED (4/TBD)	0.00	0.00
17	CISCO AIR-AP-T-RAIL-R	41	41	0	CEILING GRID CLIP FOR AIRONET APS - RECESSED MOUNT (DEFAULT) (4/TBD)	0.00	0.00
18	CISCO CON-SW-WSC16SFX	1	1	0	SMARTNET NO RMA CATALYST 4500-X 16 PORT 10G IP BASE,FRO	0.00	0.00
19	CISCO CON-SW-WSC604DL	8	8	0	SMARTNET NO RMA CATALYST 2960-X 24 GIGE POE 370W 2 X 10	0.00	0.00
20	CISCO CON-SW-AIRCIAK9	41	41	0	CISCO BASE 802.11AC CTRLR AP (4/TBD)	0.00	0.00
					313871/CCW SIERRA SAUSD REQ # N/A PARTIAL INVOICE GEAR ONLY SALES ORDER 31912995		
					SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

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ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SIERRA
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313871	CA 8.000%	PROJECT	3	3	03/19/2015	319-019325A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
					SANTA ANA USD COMMON CORE 313871/SIERRA 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
64,370.70	5,149.66	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 69,520.36

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

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7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313871-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	4098	EACH	SIERRA ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$4,098.00
2	1795.8	EACH	SIERRA ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$1,795.80
3	78059.7	EACH	SIERRA ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$78,059.70
4		DOLLAR	SIERRA ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$4,764.84
5		DOLLAR	SIERRA ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$9,506.62
6		DOLLAR	SIERRA ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$16,000.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$120,941.24	**Sub-Total**	$114,224.96
		Tax	$6,716.28
		Total	$120,941.24

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

84 206125

NON-NEGOTIABLE

Payment Date:May 6, 2015 | AT&T DATACOMM, INC. dba AT&T DATACOMM | Vendor #:121053

Invoice: 319-019457A	Invoice Date: Apr 14, 2015	***186,901.19
Invoice: 319-019458A	Invoice Date: Apr 14, 2015	***16,000.00
Invoice: 319-019459A	Invoice Date: Apr 14, 2015	***20,715.00
Invoice: 319-019460A	Invoice Date: Apr 14, 2015	***20,715.00
Invoice: 319-019461A	Invoice Date: Apr 14, 2015	***11,572.00
Invoice: 319-019462A	Invoice Date: Apr 14, 2015	***21,500.00
Invoice: 319-019466A	Invoice Date: Apr 15, 2015	***21,500.00

Check Number: 84206125

Total: *** 298,903.19

NON-NEGOTIABLE

THIS CHECK IS VOID WITHOUT A MICRO PRINTED BORDER ON THE FRONT. CHECK FOR THERMOCHROMIC INK AND A TRUE DOCUCHECK™ WATERMARK. HOLD UP TO LIGHT TO VIEW.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
SANTA ANA UNIFIED SCHOOL DISTRICT

Requisition and Check No.
84 206125

Two Hundred Ninety-Eight Thousand Nine Hundred Three Dollars And Nineteen Cents**********

56-382
412
9600058619

Security Protect
PRESS, RUB, OR BREATHE HERE. RED IMAGE WILL DISAPPEAR WITH HEAT.

DATE

DISTRICT ORDER NO.
84206125 May 6, 2015

Pay To The Order of
AT&T DATACOMM, INC. dba AT&T DATACOMM
P.O. BOX 9012
CAROL STREAM, IL 60197-9012
US

FUND D01

AMOUNT *****298,903.19

We Certify That This Is a Legal Demand

Authorized Signature(s)

VOID UNLESS PRESENTED WITHIN 6 MONTHS
WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 45891

⑈84206125⑈ ⑆041203824⑆ 9600058619⑈ 1800

A 5/8/15

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SIERRA
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313871	CA 0.000%	PROJECT	1	1	04/14/2015	319-019461A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
01	LABOR Ln.#6	1	1	0	NETWORK ENGINEERING 313871 SIERRA PARTIAL INVOICE AT&T SITE ID 108 SALES ORDER 31913174 SAUSD REQ # N/A SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658	11,572.00	11,572.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
11,572.00	0.00	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 11,572.00

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1801

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313871-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	4098	EACH	SIERRA ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$4,098.00
2	1795.8	EACH	SIERRA ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$1,795.80
3	78059.7	EACH	SIERRA ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$78,059.70
4		DOLLAR	SIERRA ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$4,764.84
5		DOLLAR	SIERRA ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$9,506.62
6		DOLLAR	SIERRA ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$16,000.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$114,224.96
017405-0-1110-1000-4400-210	$120,941.24	**Tax**	$6,716.28
		Total	$120,941.24

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

8/5/5

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
DISTRICT OFFICE
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313880	CA 0.000%	PROJECT	1	1	04/14/2015	319-019458A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
01	LABOR Lb#17	1	1	0	NETWORK ENGINEERING SANTA ANA USD 313880/DO UPGRADE FIREWALL PARTIAL INVOICE AT&T SITE ID 102 SALES ORDER 31913158 SAUSD REQ # N/A SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658	16,000.00	16,000.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
16,000.00	0.00	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 16,000.00

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1804

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313880-6

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
04-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	163440.41	EACH	ERATE Y15 DO - CABLING PER ORIGINAL SCOPE	1.00	$163,440.41
2	165369.91	EACH	ERATE Y15 DO - CABLING PER PRODUCT SUBSTITUTION SCOPE SCOPE	1.00	$165,369.91
3		DOLLAR	ERATE Y15 DO - CABLING LABOR PER ORIGINAL SCOPE	1.00	$133,719.29
4		DOLLAR	ERATE Y15 DO - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$310,000.00
5	7769.3	EACH	ERATE Y15 DO - CABLING PER CALNET2	1.00	$7,769.30
6		DOLLAR	ERATE Y15 DO - CABLING LABOR PER CALNET2	1.00	$8,305.50
7	505634.4	EACH	ERATE Y15 DO - GEAR DATA CENTER UPGRADE SCOPE	1.00	$505,634.40
8	63668.7	EACH	ERATE Y15 DO - GEAR PER WIRELESS LAN SCOPE	1.00	$63,668.70
9	174635.28	EACH	ERATE Y15 DO - GEAR PER FIREWALL SCOPE	1.00	$174,635.28
10	266202.4	EACH	ERATE YQ5 DO - GEAR PER IDF UPGRADE SCOPE	1.00	$266,202.40
11	472735.44	EACH	ERATE Y15 DO - GEAR PER UNIFIED COMMUNICATIONS SCOPE	1.00	$472,735.44

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313880-6

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

12	159312.85	EACH	ERATE Y15 DO - GEAR PER VIDEO SCOPE	1.00	$159,312.85
13		DOLLAR	ERATE Y15 DO - LABOR UC INFRASTRUCTURE	1.00	$69,000.00
14		DOLLAR	ERATE Y15 DO - LABOR FIREWALL INSTALLATION	1.00	$8,000.00
15		DOLLAR	ERATE Y15 DO - LABOR VIDEO INSTALLATION	1.00	$40,000.00
16		DOLLAR	ERATE Y15 DO - LABOR CORE AND DATA CENTER UPGRADES	1.00	$88,000.00
17		DOLLAR	ERATE Y15 DO - LABOR EDGE SWITCHING	1.00	$16,000.00
18		DOLLAR	ERATE Y15 DO - LABOR PROJECT MANAGEMENT	1.00	$69,000.00

SCHOOL/DEPARTMENT: Geiszler, Jonathan W. -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$2,720,793.48
019034-0-0250-8500-6290-049	$363,505.98	**Tax**	$158,301.49
019034-0-0250-7200-6520-049	$2,515,588.99		
		Total	$2,879,094.97

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

at&t

4/28/15

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
CARR
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313689	CA 0.000%	PROJECT	1	1	04/14/2015	319-019459A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

Lu# 6

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
01	LABOR	1	1	0	NETWORK ENGINEERING 313689 CARR PARTIAL INVOICE AT&T SITE ID 106 SALES ORDER 31913172 SAUSD REQ# N/A SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658	20,715.00	20,715.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
20,715.00	0.00	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 20,715.00

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1808

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313689-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
28-OCT-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	7861.29	EACH	CARR ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$7,861.29
2	6287.72	EACH	CARR ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$6,287.72
3	151713	EACH	CARR ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$151,713.00
4		DOLLAR	CARR ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$6,556.77
5		DOLLAR	CARR ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$11,857.76
6		DOLLAR	CARR ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$24,000.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$208,276.54
017405-0-1110-1000-4400-210	$221,545.50	**Tax**	$13,268.96
		Total	$221,545.50

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

4/28/15

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SADDLEBACK
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313870	CA 0.000%	PROJECT	1	1	04/15/2015	319-019466A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
01	LABOR LMHG	1	1	0	NETWORK ENGINEERING 313870 SADDLEBACK PARTIAL INVOICE AT&T SITE ID 110 SALES ORDER 31913175 SAUSD REQ # N/A SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658	21,500.00	21,500.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
21,500.00	0.00	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 21,500.00

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1811

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313870-3

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	13248.03	EACH	SADDLEBACK ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$13,248.03
2	4444.5	EACH	SADDLEBACK ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$4,444.50
3	193125.06	EACH	SADDLEBACK ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$193,125.06
4		DOLLAR	SADDLEBACK ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$10,312.08
5		DOLLAR	SADDLEBACK ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$20,277.67
6		DOLLAR	SADDLEBACK ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$21,500.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
017405-0-1110-1000-4400-210	$279,772.74	**Sub-Total**	$262,907.34
		Tax	$16,865.40
		Total	$279,772.74

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

at&t

4/28/5

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
VALLEY
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313869	CA 0.000%	PROJECT	1	1	04/14/2015	319-019462A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
01	LABOR LN#6	1	1	0	NETWORK ENGINEERING 313869 VALLEY PARTIAL INVOICE AT&T SITE ID 109 SALES ORDER 31913176 SAUSD REQ# N/A SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658	21,500.00	21,500.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
21,500.00	0.00	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 21,500.00

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313869-4

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
03-NOV-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	10035.19	EACH	VALLEY ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$10,035.19
2	4527.5	EACH	VALLEY ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$4,527.50
3	108280.84	EACH	VALLEY ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$108,280.84
4		DOLLAR	VALLEY ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$8,765.78
5		DOLLAR	VALLEY ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$17,266.22
6		DOLLAR	VALLEY ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$21,500.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$170,375.53
017405-0-1110-1000-4400-210	$180,203.02	**Tax**	$9,827.49
		Total	$180,203.02

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

at&t

4/28/4

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SPURGEON
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	313690	CA 0.000%	PROJECT	1	1	04/14/2015	319-019460A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
01	LABOR LN#6	1	1	0	NETWORK ENGINEERING 313690 SPURGEON PARTIAL INVOICE AT&T SITE ID 107 SALES ORDER 31913173 SAUSD REQ# N/A SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR 750 N FAIRVIEW SANTA ANA CA INTERNAL PROJECT NBR 1658	20,715.00	20,715.00

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS
20,715.00	0.00	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 20,715.00

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

1817

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

313690-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
28-OCT-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	9261.32	EACH	SPURGEON ERATE 15 - CABLING PER ORIGINAL SCOPE	1.00	$9,261.32
2	5980	EACH	SPURGEON ERATE 15 - CABLING PER PRODUCT SUBSTITUTION SCOPE	1.00	$5,980.00
3	127907.1	EACH	SPURGEON ERATE 15 - GEAR PER PRODUCT SUBSTITUTION SCOPE	1.00	$127,907.10
4		DOLLAR	SPURGEON ERATE 15 - CABLING LABOR PER ORIGINAL SCOPE	1.00	$7,760.00
5		DOLLAR	SPURGEON ERATE 15 - CABLING LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$11,464.35
6		DOLLAR	SPURGEON ERATE 15 - GEAR LABOR PER PRODUCT SUBSTITUTION SCOPE	1.00	$24,000.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$186,372.77
017405-0-1110-1000-4400-210	$197,824.65	**Tax**	$11,451.88
		Total	$197,824.65

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

4/28/14

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SANTA ANA HIGH SCHOOL
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	312898-1	CA 8.000%	PROJECT	1	4	04/14/2015	319-019457A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	OS						
01	COMMSCOPE MEDIA 6	85000	50000	0	CAT6 CMP BLUE PLENUM	.32	16,000.00
02	PANDUIT	600	400	0	WIRE WRAP LABELS	.16	64.00
03	CADDY	300	300	0	J-HOOK FOR ABOVE T-BAR CEILING MOUNT	3.15	945.00
04	COMMSCOPE	300	200	0	CAT6 JACK BLACK	5.79	1,158.00
05	COMMSCOPE	200	200	0	2 PORT FACEPLATE	1.39	278.00
06	COMMSCOPE	300	200	0	FACEPLATE LABELS	.16	32.00
07	COMMSCOPE	20	7	0	48 PORT CAT6 PATCH PANEL	285.95	2,001.65
08	COMMSCOPE	20	8	0	2U SINGLE SIDED WIRE MGR	37.80	302.40
09	COMMSCOPE LABOR	300	200	0	LABOR TERMINATE CAT6 CABLE	3.04	608.00
10	COMMSCOPE	450	300	0	CAT6 PATCH CORD BLUE 3'	2.71	813.00
11	COMMSCOPE	150	100	0	CAT6 PATCH CORD BLUE 5'	3.21	321.00
12		17	17	0	REMOVE EXISTING IDF HOUSING AND RELOCATE 4 EXISTING 24 PORT PANELS INTO NEW	262.50	4,462.50
13	*VELCRO	9	9	0	VELCRO TIE WRAPS	21.84	196.56
14	LABOR	300	200	0	LABOR CAT6 TESTING	3.36	672.00
15	LABOR	1	1	0	LABOR PROJECT MANAGEMENT	7,000.06	7,000.06
16		1	1	0	ENGINEERING AND DOCUMENTATION MATERIALS	210.00	210.00
17		1	1	0	ASBUILTS MATERIALS	210.00	210.00

LW#1

LW#4

LW#1

LW#4

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SANTA ANA HIGH SCHOOL
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	312898-1	CA 8.000%	PROJECT	2	4	04/14/2015	319-019457A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
18		1	1	0	DEMOBILIZATION AND SITE CLEAN-UP MATERIALS	525.00	525.00
19	LABOR	1	1	0	LABOR OS	19,954.38	19,954.38
	PS						
20	LEGRAND 2900L8	400	200	0	2900 WIREMOLD	18.72	3,744.00
21	LEGRAND 2986	200	40	0	DROP CEILING FITTING	1.77	70.80
22	LEGRAND 2906	300	70	0	COUPLING	1.65	115.50
23	LEGRAND 2911	50	25	0	FLAT 90	1.65	41.25
24	LEGRAND 2917	25	25	0	INSIDE 90	2.01	50.25
25	LEGRAND 2918	25	25	0	OUTSIDE 90	2.01	50.25
26	COMMSCOPE	100	0	0	2 PORT FACEPLATE	2.00	0.00
27		8	8	0	REMOVE EXISTING IDF AND RELOCATE	275.00	2,200.00
28	VELCRO	1	1	0	VELCRO TIE WRAPS	22.88	22.88
29		20	20	0	MISC MATERIAL, HARDWARE	132.00	2,640.00
30	LABOR	300	229	0	LABOR AP INSTALLATION	79.10	18,113.90
31		2	2	0	PROJECT MANAGEMENT MATERIALS	748.00	1,496.00
32		2	2	0	ENG. DOCUMENTATION MATERIALS	660.00	1,320.00
33		2	2	0	AS BUILTS MATERIALS	660.00	1,320.00
34		1	1	0	DEMOBILIZE AND SITE CLEANUP MATERIALS	1,100.00	1,100.00

N#4

N#2

N# 5

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

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SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SANTA ANA HIGH SCHOOL
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	312898-1	CA 8.000%	PROJECT	3	4	04/14/2015	319-019457A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
35	LABOR	1	1	0	LABOR PS	10,800.41	10,800.41
	GEAR						
36	CISCO WS-C3750X-12S-E	1	1	0	CATALYST 3750X 12 PORT GE SFP IP SERVICES	7,560.00	7,560.00
37	CISCO S375XVK9T-12258SE	1	1	0	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	0.00	0.00
38	CISCO CAB-SPWR-30CM	1	1	0	CATALYST 3750X STACK POWER CABLE 30 CM	0.00	0.00
39	CISCO CAB-3KX-AC	1	1	0	AC POWER CORD FOR CATALYST 3K-X (NORTH AMERICA)	0.00	0.00
40	CISCO CAB-CONSOLE-USB	2	1	0	CONSOLE CABLE 6 FT WITH USB TYPE A AND MINI-B	16.20	16.20
41	CISCO CAB-STACK-50CM	1	1	0	CISCO STACKWISE 50CM STACKING CABLE	0.00	0.00
42	CISCO C3KX-PWR-350WAC	1	1	0	CATALYST 3K-X 350W AC POWER SUPPLY	0.00	0.00
43	CISCO WS-C2960S-48FPS-L	12	12	0	CATALYST 2960S 48 GIGE POE 740W, 4 X SFP LAN BASE	4,047.30	48,567.60
44	CISCO CAB-16AWG-AC	12	12	0	AC POWER CORD, 16AWG	0.00	0.00
45	CISCO C2960S-STACK	6	6	0	CATALYST 2960S FLEXSTACK STACK MODULE OPTIONAL FOR LAN BASE	810.00	4,860.00
46	CISCO CAB-STK-E-1M	3	3	0	CISCO FLEXSTACK 1M STACKING CABLE	54.00	162.00
47	CISCO CAB-CONSOLE-	10	10	0	CONSOLE CABLE 6 FT WITH USB		

SALES TOTAL	SALES TAX	SHIPPING CHARGES.	REEL CHGS.	OTHER CHGS	PLEASE SEND REMITTANCE TO	PLEASE PAY

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

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ORIGINAL INVOICE

1822

at&t

SOLD TO

SANTA ANA UNIFIED SCHOOL DIST
1601 E. CHESTNUT AVENUE
SANTA ANA, CA 92701

SHIP TO

SANTA ANA UNIFIED SCHOOL DIST
SANTA ANA HIGH SCHOOL
750 N. FAIRVIEW
SANTA ANA, CA 92703

FOR CUSTOMER SERVICE CALL: (800) 278-8297

SHIPPED FROM:

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	SALES TAX RATE TAX EXEMPT NUMBER	PAYMENT	PAGE	OF	INVOICE DATE	OUR INVOICE NUMBER
858999	312898-1	CA 8.000%	PROJECT	4	4	04/14/2015	319-019457A

PROJECT NUMBER	CARRIER	SHIPPING TERMS	F.O.B. POINT	SHIP LOC	SALESMAN	OUR SALES ORDER NUMBER
000001658				319		

LINE	PART NUMBER	ORDER QUANTITY	SHIPPED QUANTITY	BACK ORDERED	CATALOG NUMBER AND DESCRIPTION	PRICE	AMOUNT
	USB				TYPE A AND MINI-B	16.20	162.00
48	CISCO RCKMNT-1RU=	17	17	0	RACK MOUNT KIT FOR 1RU FOR 3750,3560,3550,2900-LRE-XL	40.50	688.50
49	CISCO GLC-SX-MM=	6	6	0	GE SFP, LC CONNECTOR SX TRANSCEIVER	270.00	1,620.00
50	LABOR	1	1	0	LABOR NETWORK ENGINEER(S) CONFIG OF ERATE GEAR	16,000.00	16,000.00
					SANTA ANA HS CABLE ADD AT&T SITE ID 086 SALES ORDER 31912786,31912790, & 32030786 SAUSD REQ# N/A		
					SANTA ANA UNIFIED SCHOOL DISTR YR 15 BEAR PO 312898-1 750 N FAIRVIEW SANTA ANA CA		
					INTERNAL PROJECT NBR 1658		

LN# 3

LN# 6

SALES TOTAL	SALES TAX	SHIPPING CHARGES	REEL CHGS.	OTHER CHGS
178,475.09	8,426.10	0.00	0.00	0.00

PLEASE SEND REMITTANCE TO

AT&T DATACOMM, INC.
PO BOX 9012
CAROL STREAM, IL 60197-9012

PLEASE PAY 186,901.19

PLEASE RETURN ONE COPY OF THIS INVOICE WITH YOUR REMITTANCE

THIS INVOICE IS SUBJECT TO THE TERMS & CONDITIONS ON THE BACK INCLUDING THOSE LIMITING WARRANTIES.

ORIGINAL INVOICE

TERMS AND CONDITIONS OF SALE

1. Your order is accepted but acceptance is expressly conditioned upon acceptance by you of these terms and conditions (the "Sales Contract"). Seller is not bound by any terms in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with these terms. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. The Sales Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the Sales Contract, shall not be binding on Seller.

2. The Sales Contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer, in the absence of contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.

3. Buyer shall pay the purchase price for the products (a) within thirty (30) days from the date of delivery of the products to a carrier, and (b) for the services within thirty (30) days from the date the services are rendered. Cash discounts do not apply. The purchase price for the products is FOB first point of shipment. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. Title to any software purchased shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. In the event Buyer fails to pay the total purchase price within said 30 day period, Seller shall be entitled to collect a late fee of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in all matters relating to, or arising out of, this Sales Contract.

4. Any tax or other governmental charge (a) upon the production, sale, shipment or use of the products or (b) the provision of services which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Seller and Buyer and where such changes affect Seller's time or cost of performance, an equitable adjustment in estimated shipping date or purchase price, or both will be made. If no method of transportation is specified, shipment will be by a reasonable method of transportation.

6. Quantities are subject to normal manufacturer allowances. Such allowances in the case of wire and cable are plus 10% and minus 5%. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer. Final Inspection of products prior to installation thereof will be the obligation of Buyer.

7. Seller passes on to Buyer the warranties made to Seller by its suppliers and manufacturers and Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and if no length is specified by the manufacturer, shall in no event extend beyond one year from the date of shipment. Buyer shall proceed exclusively and directly against such supplier or manufacturer at Seller's request.

8. Seller's sole obligation rider these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement F.O.B. first point: of shipment for the products or parts thereof which Seller reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breech of any such warranties will be enforcement of such obligation of Seller. No warranty is made that the Software will run uninterrupted or error free. Seller will perform the services in accordance with its customary procedures. Buyer's sole remedy for defective services shall be Sellers re-performance of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE PRODUCTS (INCLUDING SOFTWARE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO BUYER'S NETWORKS.

   BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER OR ITS AFFILIATES (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY PRODUCTS, SOFTWARE OR SERVICE PROVIDED BY SELLER IN CONNECTION WITH THIS SALES CONTRACT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), SHALL BE BUYER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE PRODUCTS OR THE SERVICES. IN ANY EVENT, SELLERS LIABILITY TO THE BUYER SHALL BE LIMITED TO THE MONEY PAID TO SELLER BY THE BUYER UNDER THIS SALES CONTRACT. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS SALES CONTRACT OR THE USE OR OPERATION OF THE PRODUCTS, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS SALES CONTRACT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SELLER OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SELLER OR ITS AGENTS REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS SUCH AS: FIRE; LIGHTENING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

B. Notwithstanding the foregoing. Seller shall:

a. Indemnify Buyer against any claim or threat of Claim brought by any third party alleging the products infringe such party's patents, trademarks or copyrights ("the Intellectual Property") providing the Buyer: (i) shall have followed Seller's reasonable instructions for use of the Intellectual Property associated with the products; (ii) shall not have modified the products; (iii) notifies Seller promptly and in writing of any such claims; and (iv) cooperates with and permits Seller to control the defense, settlement or other handling of such threatened claim. In the event the products shall be found not to conform to the Intellectual Property warranty, Buyers sole remedy against Seller shall be, at Seller's option, for Seller to (i) defend Buyer against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing Buyer with credit for the remaining value of any returned units. Provided, however, if Buyer furnished specifications to Seller. Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications.

b. YEAR 2000 WARRANTY – Seller is not the manufacturer of the products and makes no separate express or implied warranties concerning Y2K issues. Seller assigns to Buyer all manufacturers' warranties concerning Y2K, and such manufacturers' warranties are available upon request. Seller shall not be liable for any indirect or consequential damages, including any lost profits, loss of business income or revenues or damages for personal injury or property damage related to or alleged to have been caused Y2K issues.

c. Seller shall also indemnify Buyer against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal on real property caused solely by Seller's negligence or willful misconduct in the course its performance under this Sales Contract.

It is a condition precedent to Seller's obligations under this Limited Warranty that: (a) Buyer is not in default of Buyer obligations under this Sales Contract; and (b) the products have not been damaged as a result of misuse, abuse, neglect, accident, improper electrical voltages or currents, or repair, alteration or maintenance by any person or party other than an authorized service facility, or any use violative of the use instructions furnished with the products. Until this Sales Contract is paid in full Buyer also agrees to first apply all proceeds of any such warranty recoveries from the manufacturer to repair the products.

9. The Sales Contract shall be governed by the laws of the State of Illinois. Any action for breach of the Sales Contract or any covenant or must be commenced within one year after the date the products are delivered to the Buyer, or one year after the date any services are performed. Southwestern Bell Telephone does business as SBC in AR, OK, MO. KS and TX; Pacific Bell Telephone Co. does business as SBC in California; ADNS does business as SBC in all other states.

PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614 **Fax (714) 558-5880**

PURCHASE ORDER NO.

312898-1

Page **1** Of **1**

SHIP TO: 750 N FAIRVIEW
Main Receiving Warehouse
Santa Ana,CA 92703

NO DELIVERIES ACCEPTED AFTER 2:30 PM OR ON SATURDAYS, SUNDAYS OR HOLIDAYS

SUPPLIER: AT&T DATACOMM, INC. dba AT&T DATACOMM
1025 LENOX PARK BLVD
ATLANTA,GA 30319
Supplier Num:121053
3RD FLOOR TAX DEPARTMENT

BILL TO: 1601 E CHESTNUT AVE
Santa Ana,CA 92701

Board approved Date:

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
06-OCT-14		Destination	Immediate		J Geiszler

Line No.	Quantity	Unit	Description	Unit Price	Amount
1	44084.06	EACH	SAHS - CABLING PER ORIGINAL SCOPE $26,574.11 ✓	1.00	$44,084.06
2	18818.88	EACH	SAHS - CABLING PER PRODUCT SUBSTITUTION SCOPE $8934.93 ✓	1.00	$18,818.88
3	63652.5	EACH	SAHS - GEAR PER PRODUCT SUBSTITUTION SCOPE $63,636.30	1.00	$63,652.50
4		DOLLAR	SAHS - LABOR PER CABLING ORIGINAL SCOPE $29,179.44 ✓	1.00	$36,841.13
5		DOLLAR	SAHS - LABOR PER CABLING PRODUCT SUBSTITUTION SCOPE $34,150.31 ✓	1.00	$37,842.16
6		DOLLAR	SAHS - LABOR PER GEAR PRODUCT SUBSTITUTION SCOPE $16,000 ✓	1.00	$16,000.00

SCHOOL/DEPARTMENT: Enz, Ricardo -Sausd District Office

Account Number	Encumbrance		
		Sub-Total	$217,238.73
017405-0-1110-1000-4400-210	$227,363.16	**Tax**	$10,124.43
		Total	$227,363.16

Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Associate Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities. By accepting this purchase order supplier certifies that they are not suspended or debarred from acceptance of purchases using Federal Funding as stated in Executive Orders 12549 and 12689.

Authorized Signature

Payment Date:	Vendor Name	Amount
10-Sep-14	AREY JONES EDUCATIONAL SOLUTIONS	$ 25,719.75
17-Sep-14	DELL MARKETING L.P.	$ 433,325.71
1-Oct-14	AREY JONES EDUCATIONAL SOLUTIONS	$ 329,728.22
5-Nov-14	AREY JONES EDUCATIONAL SOLUTIONS	$ 270,454.29
26-Nov-14	AKINS IT, INC.	$ 122,562.30
10-Dec-14	APPLE, INC.	$ 662,721.04
4-Feb-15	AREY JONES EDUCATIONAL SOLUTIONS	$ 2,317,919.56
4-Feb-15	AT&T DATACOMM, INC. dba AT&T DATACOMM	$ 343,994.30
18-Feb-15	NEXUS IS, INC.	$ 455,606.48
25-Feb-15	AT&T DATACOMM, INC. dba AT&T DATACOMM	$ 165,618.27
25-Mar-15	AT&T DATACOMM, INC. dba AT&T DATACOMM	$ 1,059,819.94
	Total:	**$ 6,187,469.86**

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On December 18, 2015, I served the:

> **Late Declaration and Supporting Documentation**
> *California Assessment of Student Performance and Progress (CAASPP)*,
> 14-TC-01 and 14-TC-04
> Education Code Sections 60602 et al.
> Plumas County Office of Education, Plumas Unified School District, Porterville Unified School District, Santa Ana Unified School District, and Vallejo City Unified School District, Claimants

by making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on December 18, 2015 at Sacramento, California.

Jill L. Magee
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 12/9/15

Claim Number: 14-TC-01 and 14-TC-04

Matter: California Assessment of Student Performance and Progress (CAASPP)

Claimants: Plumas County Office of Education
Plumas Unified School District
Porterville Unified School District
Santa Ana Unified School District
Vallejo City Unified School District

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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Forty-Nine States and Territories Join Common Core Standards Initiative

NGA Center, CCSSO Convene State-led Process to Develop Common English-language arts and Mathematics Standards

June 01, 2009

WASHINGTON— The National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO) today released the names of the states and territories that have joined the Common Core State Standards Initiative: **Alabama; Arizona; Arkansas; California; Colorado; Connecticut; Delaware; District of Columbia; Florida; Georgia; Hawaii; Idaho; Illinois; Indiana; Iowa; Kansas; Kentucky; Louisiana; Maine; Maryland; Massachusetts; Michigan; Minnesota; Mississippi; Montana; Nebraska; Nevada; New Hampshire; New Jersey; New Mexico; New York; North Carolina; North Dakota; Ohio; Oklahoma; Oregon; Pennsylvania; Puerto Rico; Rhode Island; South Dakota; Tennessee; Utah; Vermont; Virgin Islands; Virginia; Washington; West Virginia; Wisconsin; Wyoming**.

In the twenty-six years since the release of *A Nation at Risk,* states have made great strides in increasing the academic rigor of education standards. Yet, America's children still remain behind other nations in terms of academic achievement and preparedness to succeed.

By signing on to the common core state standards initiative, governors and state commissioners of education across the country are committing to joining a state-led process to develop a common core of state standards in English language arts and mathematics for grades K-12. These standards will be research and evidence-based, internationally benchmarked, aligned with college and work expectations and include rigorous content and skills.

"To maintain America's competitive edge, we need all of our students to be prepared and ready to compete with students from around the world," said **NGA Vice Chair Vermont Gov. Jim Douglas**. "Common standards that allow us to internationally benchmark our students' performance with other top countries have the potential to bring about a real and meaningful transformation of our education system to the benefit of all Americans."

"As state school chiefs, we have been discussing and building momentum for state-led, voluntary common standards that are both rigorous and internationally benchmarked for the past two years.," stated **CCSSO President and Arkansas Commissioner of Education Ken James**. "The broad level of commitment we have received from states across the nation for this unprecedented effort is both gratifying and exciting. It also clearly illustrates that this is an idea whose time has arrived."

The Common Core State Standards Initiative is being jointly led by the NGA Center and CCSSO in partnership with Achieve, Inc; ACT and the College Board. It builds directly on recent efforts of leading organizations and states that have focused on developing college-and career-ready standards and ensures that these standards can be internationally benchmarked to top-performing countries around the world.

The goal is to have a common core of state standards that states can voluntarily adopt. States may choose to include additional standards beyond the common core as long as the common core represents

at least 85 percent of the state's standards in English language arts and mathematics.

"Measuring our students against international benchmarks is an important step," said **Virginia Gov. Timothy Kaine**. "Today, we live in a world without borders. It not only matters how Virginia students compare to those in surrounding states – it matters how we compete with countries across the world."

"Only when we agree about what all high school graduates need to be successful will we be able to tackle the most significant challenge ahead of us: transforming instruction for every child," said **CCSSO President-Elect and Maine Education Commissioner Sue Gendron**. "Common standards will provide educators clarity and direction about what all children need to succeed in college and the workplace and allow states to more readily share best practices that dramatically improve teaching and learning. Our graduates and frankly, the future of our economy, cannot wait any longer for our educational practices to give equal opportunity for success to every student."

The NGA Center and CCSSO are coordinating the process to develop these standards and have created an expert validation committee to provide an independent review of the common core state standards, as well as the grade-by-grade standards. This committee will be composed of nationally and internationally recognized and trusted education experts who are neutral to – and independent of – the process. The college and career ready standards are expected to be completed in July 2009. The grade-by-grade standards work is expected to be completed in December 2009.

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Founded in 1908, the National Governors Association (NGA) is the collective voice of the nation's governors and one of Washington, D.C.'s most respected public policy organizations. Its members are the governors of the 50 states, three territories and two commonwealths. NGA provides governors and their senior staff members with services that range from representing states on Capitol Hill and before the Administration on key federal issues to developing and implementing innovative solutions to public policy challenges through the NGA Center for Best Practices. For more information, visit www.nga.org.

The Council of Chief State School Officers (CCSSO) is a nonpartisan, nationwide, nonprofit organization of public officials who head departments of elementary and secondary education in the states, the District of Columbia, the Department of Defense Education Activity, and five U.S. extra-state jurisdictions. CCSSO provides leadership, advocacy, and technical assistance on major educational issues. The Council seeks member consensus on major educational issues and expresses their views to civic and professional organizations, federal agencies, Congress, and the public. www.ccsso.org

Printed from the NGA Website.

Development Process

The state-led effort to develop the Common Core State Standards was launched in 2009 by state leaders, including governors and state commissioners of education from 48 states, two territories and the District of Columbia (http://www.nga.org/cms/home/news-room/news-releases/page_2009/col2-content/main-content-list/title_fifty-one-states-and-territories-join-common-core-state-standards-initiative.html), through their membership in the National Governors Association Center for Best Practices (NGA Center) and the Council of Chief State School Officers (CCSSO). State school chiefs and governors recognized the value of consistent, real-world learning goals and launched this effort to ensure all students, regardless of where they live, are graduating high school prepared for college, career, and life.

The standards are informed by:

- The best state standards already in existence
- The experience of teachers, content experts, states, and leading thinkers
- Feedback from the public

The full list of criteria used to develop the standards is available here (http://www.corestandards.org/assets/Criteria.pdf).

Timeline for the Development of College- and Career-Readiness Standards and K-12 Standards

State education standards have been around since the early 1990s. By the early 2000s, every state had developed and adopted its own learning standards that specify what students in grades 3-8 and high school should be able to do. Every state also had its own definition of proficiency, which is the level at which a student is determined to be sufficiently educated at each grade level and upon graduation. This lack of standardization was one reason why states decided to develop the Common Core State Standards in 2009.

The development of the Common Core State Standards is a success story of meaningful, state-led change to help all students succeed.

During the development process, the standards were divided into two categories:

- **First, the college- and career-readiness standards**, which address what students are expected to know and understand by the time they graduate from high school
- **Second, the K-12 standards**, which address expectations for elementary school through high school

The college- and career-readiness standards were developed first and then incorporated into the K-12 standards in the final version of the Common Core we have today. The National Governors Association (NGA) and the Council Chief State School Officers (CCSSO) received nearly 10,000 comments on the standards during two public comment periods. Many of the comments from teachers, parents, school administrators, and other citizens concerned with education policy helped shape the final version of the standards.

Teachers played a critical role in development

The Common Core State Standards drafting process relied on teachers and standards experts from across the country. Teachers were involved in the development process in four ways:

1) They served on the Work Groups and Feedback Groups for the ELA and math standards.
2) The National Education Association (NEA), American Federation of Teachers (AFT), National Council of Teachers of Mathematics (NCTM), and National Council of Teachers of English (NCTE), among other organizations were instrumental in bringing together teachers to provide specific, constructive feedback on the standards
3) Teachers were members of teams states convened to provide regular feedback on drafts of the standards.
4) Teachers provided input on the Common Core State Standards during the two public comment periods.

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Complete Timeline

2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014

2007 ()

- **NOVEMBER 2007:**
  State chiefs discuss developing common standards during CCSSO's Annual Policy Forum in Columbus, Ohio.

2008 ()

- **DECEMBER 2008:**
  NGA, CCSSO, and Achieve release *Benchmarking for Success: Ensuring U.S. Students Receive a World-Class Education* (http://www.edweek.org/media/benchmakring for success dec 2008 final.pdf). The report, guided by an advisory group that included governors, state education chiefs, and leading education researchers, recommended states "upgrade state standards by adopting a common core of internationally benchmarked standards in math and language arts for grades K-12 to ensure that students are equipped with the necessary knowledge and skills to be globally competitive."

2009 ()

- **APRIL 2009:**
  NGA and CCSSO convene governors' education policy advisors and chief state school officers in Chicago to discuss creation of the Common Core State Standards Initiative. As a result, NGA and CCSSO invite states to commit to a process to develop common standards in English language arts/literacy and mathematics. Based on the interest from states, work to develop the standards commenced.

- **MAY 2009:**
  Development begins on the college and career ready standards to address what students are expected to know and understand by the time they graduate from high school. Following that work, an initial feedback group receives the first draft of college and career readiness graduation standards for review.

- **JUNE 2009:**
  CCSSO and NGA announce (http://www.nga.org/cms/home/news-room/news-releases/page_2009/col2-content/main-content-list/title_forty-nine-states-and-territories-join-common-core-standards-initiative.html) commitment from governors and chief state school officers from 49 states and territories to participate in a state-led process to develop common standards in for English language arts/literacy and mathematics. By September, the finally tally will include 51 states and territories.

- **JULY 2009:**
  States and feedback group (http://www.nga.org/files/live/sites/NGA/files/pdf/2010COMMONCOREK12TEAM.PDF) provide further guidance to CCSSO and NGA on draft college and career readiness standards.

- **SUMMER 2009:**
  To prepare to develop the grade by grade standards based on the college and career readiness standards, steps are taken to organize the development and review process. Formal work groups and feedback groups (http://www.nga.org/files/live/sites/NGA/files/pdf/2010COMMONCOREK12TEAM.PDF) are created to develop and review the K-12 standards. Teachers were involved in the work groups and at every stage of review.

- **SEPTEMBER 2009:**
  NGA and CCSSO release (http://www.nga.org/cms/home/news-room/news-releases/page_2009/col2-content/main-content-list/title_common-core-state-standards-available-for-comment.html) for public comment a draft of college and career ready standards (a product of input from the standards' writing team, state education agency leaders, and a panel of outside education experts and practitioners). Nearly 1,000 responses, summarized here (http://www.corestandards.org/assets/CorePublicFeedback.pdf), were received from educators and the public.

- **OCTOBER 2009:**
  States and feedback group provide additional comments. A validation committee (http://www.corestandards.org/assets/CommonCoreReport_6.10.pdf), formed earlier in the year to provide independent, expert validation of the process of identify Common Core State Standards, comments on college and career readiness standards.

- **NOVEMBER 2009:**
  First draft of the K-12 grade by grade college and career readiness standards is released for comment by chiefs and other state education agency staff (the states). This draft – the college and career readiness standards – is incorporated into the grade by grade standards and are now known as the "K-12 grade by grade college and career readiness standards."

- **DECEMBER 2009:**
  Validation committee provides edits and feedback on draft of K-12 grade by grade college and career readiness standards.

2010 ()

- **JANUARY 2010:**
  CCSSO and NGA request states' feedback on a revised draft of the K-12 grade by grade college and career readiness standards. Several independent reviews of the standards begin.

- **FEBRUARY 2010:**
  Revised version of K-12 grade by grade college and career readiness standards distributed to states.

- **MARCH 2010:**
  CCSSO and NGA release (http://www.nga.org/cms/home/news-room/news-releases/page_2010/col2-content/main-content-list/title_draft-k-12-common-core-state-standards-available-for-comment.html) draft K-12 grade by grade college and career readiness standards for public comment on www.corestandards.org (http://www.corestandards.org/). Educators and members of the public provide comments, summarized here (http://www.corestandards.org/assets/k-12-feedback-summary.pdf).

- **JUNE 2010:**
  NGA and CCSSO release (http://www.nga.org/cms/home/news-room/news-releases/page_2010/col2-content/main-content-list/title_national-governors-association-and-state-education-chiefs-launch-common-state-academic-standards.html) the final Common Core State Standards.
  CCSSO and NGA release report (http://www.corestandards.org/assets/CommonCoreReport_6.10.pdf) summarizing the work of the validation committee, which reviewed the standards and found them:

  - Reflective of the core knowledge and skills in ELA and mathematics that students need to be college- and career-ready;
  - Appropriate in terms of their level of clarity and specificity;
  - Comparable to the expectations of other leading nations;
  - Informed by available research or evidence;
  - The result of processes that reflect best practices for standards development;
  - A solid starting point for adoption of cross-state common core standards; and
  - A sound basis for eventual development of standards-based assessments.

2011 ()

- States and territories undergo their own processes for reviewing, adopting, and (in some states) ratifying the adoption of the Common Core State Standards. In each case, after reviewing the new standards, state boards of education members, governors, legislators, and/or chief state school officers took action to replace their existing standards with the Common Core State Standards.

2012 ()

- States and territories undergo their own processes for reviewing, adopting, and (in some states) ratifying the adoption of the Common Core State Standards. In each case, after reviewing the new standards, state boards of education members, governors, legislators, and/or chief state school officers took action to replace their existing standards with the Common Core State Standards.

2013 ()

- As of December 2013, 45 states, the Department of Defense Education Activity, Washington D.C., Guam, the Northern Mariana Islands and the U.S. Virgin Islands have adopted the CCSS in ELA/literacy and math. They are now in the process of implementing the standards locally.

2014 ()

- As of June 2014, 43 states (http://www.corestandards.org/standards-in-your-state), the Department of Defense Education Activity, Washington D.C., Guam, the Northern Mariana Islands and the U.S. Virgin Islands have adopted the CCSS in ELA/literacy and math. They are now in the process of implementing the standards locally.

Adoption

Once the development process concluded, states began voluntarily adopting (http://www.corestandards.org/standards-in-your-state/) the Common Core State Standards based on their existing process for education standard adoption. In most states, the state school board members formally adopted the standards. In others, the decision was made or ratified by the state superintendent of education, State Legislature, or governor.

Today, 43 states, the District of Columbia, four territories, and the Department of Defense Education Activity (DoDEA) have adopted the Common Core and are implementing the standards according to their own timelines. To learn more about the standards in your state and for information on how states that adopted the Common Core are implementing them, visit the "Standards in Your State" (http://www.corestandards.org/standards-in-your-state/) section.

ARCHIVED INFORMATION

U.S. Secretary of Education Duncan Announces Winners of Competition to Improve Student Assessments

Two winning applications composed of 44 States and D.C. Win Grants to Fund Assessments Based on Common Core Standards

SEPTEMBER 2, 2010

Contact: Press Office, (202) 401-1576, press@ed.gov (mailto: press@ed.gov)

In an effort to provide ongoing feedback to teachers during the course of the school year, measure annual student growth, and move beyond narrowly-focused bubble tests, the U.S. Department of Education has awarded two groups of states grants to develop a new generation of tests. The new tests will be aligned to the higher standards that were recently developed by governors and chief state school officers and have been adopted by 36 states. The tests will assess students' knowledge of mathematics and English language arts from third grade through high school.

The grant requests, totaling approximately $330 million, are part of the Race to the Top competition and will be awarded to the Partnership for Assessment of Readiness for College and Careers (PARCC) and the SMARTER Balanced Assessment Consortium (SBAC) in the amounts of approximately $170 and $160 million respectively.

"As I travel around the country the number one complaint I hear from teachers is that state bubble tests pressure teachers to teach to a test that doesn't measure what really matters," said Duncan. "Both of these winning applicants are planning to develop assessments that will move us far beyond this and measure real student knowledge and skills."

The Partnership for Assessment of Readiness for College and Careers is a coalition of 26 states including AL, AR, AZ, CA, CO, DC, DE, FL, GA, IL, IN, KY, LA, MA, MD, MS, ND, NH, NJ, NY, OH, OK, PA, RI, SC and TN.

More Resources

Letter to governors (http://www2.ed.gov/programs/racetothetop-assessment/governors-letter.html)

Applications and Scores (http://www2.ed.gov/programs/racetothetop-assessment/applicant.html)

Secretary's remarks on assessement at Achieve meeting (http://www.ed.gov/news/speeches/beyond-bubble-tests-next-generation-assessments-secretary-

arne-duncans-remarks-state-l)

Press call (http://www.ed.gov/news/av/audio/2010/09/09022010.mp3)

Press call transcript (http://www.ed.gov/news/av/audio/2010/09/09022010.doc)

The SMARTER Balanced Assessment Consortium is a coalition of 31 states including AL, CO, CT, DE, GA, HI, IA, ID, KS, KY, ME, MI, MO, MT, NC, ND, NH, NJ, NM, NV, OH, OK, OR, PA, SC, SD, UT, VT, WA, WI, and WV. The assessments will be ready for use by the 2014-15 school year.

"Given that these assessment proposals, designed and developed by the states, were voluntary, it was impressive to see a vast majority of states choose to participate," said Duncan.

The PARCC coalition will test students' ability to read complex text, complete research projects, excel at classroom speaking and listening assignments, and work with digital media. PARCC will also replace the one end-of-year high stakes accountability test with a series of assessments throughout the year that will be averaged into one score for accountability purposes, reducing the weight given to a single test administered on a single day, and providing valuable information to students and teachers throughout the year.

The SMARTER coalition will test students using computer adaptive technology that will ask students tailored questions based on their previous answers. SMARTER will continue to use one test at the end of the year for accountability purposes, but will create a series of interim tests used to inform students, parents, and teachers about whether students are on track.

For both consortia, these periodic assessments could replace already existing tests, such as interim assessments that are in common use in many classrooms today. Moreover, both consortia are designing their assessment systems with the substantial involvement of experts and teachers of English learners and students with disabilities to ensure that these students are appropriately assessed.

The parameters of the competition were informed by 10 public and expert input meetings that the Department hosted across the country last winter. Forty-two invited assessment experts joined nearly 1,000 members of the public and officials from 37 states plus Washington D.C. for over 50 hours of public and expert input on critical questions about assessment and assessment design.

The winning applicants were selected by a panel of peer reviewers. Due to the highly technical nature of the Race to the Top Assessment Competition, the Department sent invitations to two groups of individuals to serve as peer reviewers: 1) experts who served as panelists for the Race to the Top Assessment public meetings (these were nominated by the director of the National Academies of Sciences' Board on Testing and Assessment, by the U. S. Department of Education's National Technical Advisory Council chair, and/or by Department experts); and 2) persons experienced as peer reviewers in the Title I review of State assessment systems (all recruited on the basis of assessment expertise). The Department specifically solicited individuals with experience and expertise in K-12 assessment design, development, implementation, and use for instructional improvement, and those with expertise in complex organizational and project leadership and management.

Tags: Race to the Top Assessment Program (/category/program/race-top-assessment-program) P-12 Reform (/category/keyword/p-12-reform) Press Releases (/news/press-releases)

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- No Child Left Behind (http://www2.ed.gov/nclb/landing.jhtml?src=rn)
- FERPA (http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn)
- FAFSA (http://fafsa.ed.gov/)
- 1098-E Tax Form (http://www.ed.gov/1098-e)
- More... (http://www2.ed.gov/about/top-tasks.html)

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Race to the Top Program
Executive Summary

U.S. Department of Education
Washington, D.C. 20202

November 2009

> "It's time to stop just talking about education reform and start actually doing it. It's time to make education America's national mission."
> – President Barack Obama, November 4, 2009

BACKGROUND

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 (ARRA), historic legislation designed to stimulate the economy, support job creation, and invest in critical sectors, including education. The ARRA lays the foundation for education reform by supporting investments in innovative strategies that are most likely to lead to improved results for students, long-term gains in school and school system capacity, and increased productivity and effectiveness.

The ARRA provides $4.35 billion for the Race to the Top Fund, a competitive grant program designed to encourage and reward States that are creating the conditions for education innovation and reform; achieving significant improvement in student outcomes, including making substantial gains in student achievement, closing achievement gaps, improving high school graduation rates, and ensuring student preparation for success in college and careers; and implementing ambitious plans in four core education reform areas:

- Adopting standards and assessments that prepare students to succeed in college and the workplace and to compete in the global economy;
- Building data systems that measure student growth and success, and inform teachers and principals about how they can improve instruction;
- Recruiting, developing, rewarding, and retaining effective teachers and principals, especially where they are needed most; and
- Turning around our lowest-achieving schools.

Race to the Top will reward States that have demonstrated success in raising student achievement and have the best plans to accelerate their reforms in the future. These States will offer models for others to follow and will spread the best reform ideas across their States, and across the country.

KEY TIMING

The Department plans to make Race to the Top grants in two phases. States that are ready to apply now may do so in Phase 1; States that need more time may apply in Phase 2. States that apply in Phase 1 but are not awarded grants may reapply for funding in Phase 2, together with States that are applying for the first time in Phase 2. Phase 1 grantees may not apply for additional funding in Phase 2.

Notices Published:	November 2009
Technical Assistance:	
Informational Conference Calls:	November and December 2009
Technical Assistance Workshops:	December 3 in Denver, CO; December 10 in Washington, D.C.
Other Events	TBD
Applications:	
Phase 1 Applications Due:	January 19, 2010
Phase 1 Awards Announced:	April 2010
Phase 2 Applications Due:	June 1, 2010
Phase 2 Awards Announced:	September 2010

OVERVIEW OF PROGRAM AND POINTS

Selection Criteria

A. State Success Factors *(125 points)*
(A)(1) Articulating State's education reform agenda and LEAs' participation in it *(65 points)*
(A)(2) Building strong statewide capacity to implement, scale up, and sustain proposed plans *(30 points)*
(A)(3) Demonstrating significant progress in raising achievement and closing gaps *(30 points)*

B. Standards and Assessments *(70 points)*
(B)(1) Developing and adopting common standards *(40 points)*
(B)(2) Developing and implementing common, high-quality assessments *(10 points)*
(B)(3) Supporting the transition to enhanced standards and high-quality assessments *(20 points)*

C. Data Systems to Support Instruction *(47 points)*
(C)(1) Fully implementing a statewide longitudinal data system *(24 points)*
(C)(2) Accessing and using State data *(5 points)*
(C)(3) Using data to improve instruction *(18 points)*

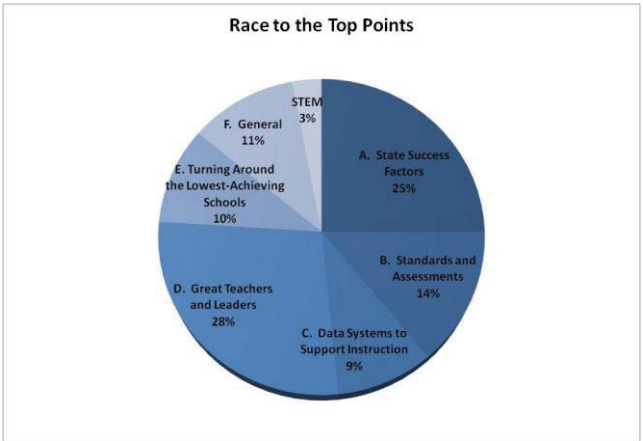
D. Great Teachers and Leaders *(138 points)*
(D)(1) Providing high-quality pathways for aspiring teachers and principals *(21 points)*
(D)(2) Improving teacher and principal effectiveness based on performance *(58 points)*
(D)(3) Ensuring equitable distribution of effective teachers and principals *(25 points)*
(D)(4) Improving the effectiveness of teacher and principal preparation programs *(14 points)*
(D)(5) Providing effective support to teachers and principals *(20 points)*

E. Turning Around the Lowest-Achieving Schools *(50 points)*
(E)(1) Intervening in the lowest-achieving schools and LEAs *(10 points)*
(E)(2) Turning around the lowest- achieving schools *(40 points)*

F. General Selection Criteria *(55 points)*
(F)(1) Making education funding a priority *(10 points)*
(F)(2) Ensuring successful conditions for high-performing charters and other innovative schools *(40 points)*
(F)(3) Demonstrating other significant reform conditions *(5 points)*

Priorities

Priority 1: Absolute Priority – Comprehensive Approach to Education Reform
Priority 2: Competitive Preference Priority – Emphasis on Science, Technology, Engineering, and Mathematics (STEM) *(15 points, all or nothing)*
Priority 3: Invitational Priority – Innovations for Improving Early Learning Outcomes
Priority 4: Invitational Priority – Expansion and Adaptation of Statewide Longitudinal Data Systems
Priority 5: Invitational Priority – P-20 Coordination, Vertical and Horizontal Alignment
Priority 6: Invitational Priority – School-Level Conditions for Reform, Innovation, and Learning



ELIGIBILITY REQUIREMENTS

A State must meet the following requirements in order to be eligible to receive funds under this program.

(a) The State's applications for funding under Phase 1 and Phase 2 of the State Fiscal Stabilization Fund program must be approved by the Department prior to the State being awarded a Race to the Top grant.

(b) At the time the State submits its application, there must not be any legal, statutory, or regulatory barriers at the State level to linking data on student achievement (as defined in this notice) or student growth (as defined in this notice) to teachers and principals for the purpose of teacher and principal evaluation.

PRIORITIES

Priority 1: Absolute Priority -- Comprehensive Approach to Education Reform

To meet this priority, the State's application must comprehensively and coherently address all of the four education reform areas specified in the ARRA as well as the State Success Factors Criteria in order to demonstrate that the State and its participating LEAs are taking a systemic approach to education reform. The State must demonstrate in its application sufficient LEA participation and commitment to successfully implement and achieve the goals in its plans; and it must describe how the State, in collaboration with its participating LEAs, will use Race to the Top and other funds to increase student achievement, decrease the achievement gaps across student subgroups, and increase the rates at which students graduate from high school prepared for college and careers.

Priority 2: Competitive Preference Priority -- Emphasis on Science, Technology, Engineering, and Mathematics (STEM). *(15 points, all or nothing)*

To meet this priority, the State's application must have a high-quality plan to address the need to (i) offer a rigorous course of study in mathematics, the sciences, technology, and engineering; (ii) cooperate with industry experts, museums, universities, research centers, or other STEM-capable community partners to prepare and assist teachers in integrating STEM content across grades and disciplines, in promoting effective and relevant instruction, and in offering applied learning opportunities for students; and (iii) prepare more students for advanced study and careers in the sciences, technology, engineering, and mathematics, including by addressing the needs of underrepresented groups and of women and girls in the areas of science, technology, engineering, and mathematics.

Priority 3: Invitational Priority – Innovations for Improving Early Learning Outcomes.

The Secretary is particularly interested in applications that include practices, strategies, or programs to improve educational outcomes for high-need students who are young children (pre-kindergarten through third grade) by enhancing the quality of preschool programs. Of particular interest are proposals that support practices that (i) improve school readiness (including social, emotional, and cognitive); and (ii) improve the transition between preschool and kindergarten.

Priority 4: Invitational Priority – Expansion and Adaptation of Statewide Longitudinal Data Systems.

The Secretary is particularly interested in applications in which the State plans to expand statewide longitudinal data systems to include or integrate data from special education programs, English language learner programs,[1] early childhood programs, at-risk and dropout prevention programs, and school climate and culture programs, as well as information on student mobility, human resources (*i.e.*, information on teachers, principals, and other staff), school finance, student health, postsecondary education, and other

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[1] The term English language learner, as used in this notice, is synonymous with the term limited English proficient, as defined in section 9101 of the ESEA.

relevant areas, with the purpose of connecting and coordinating all parts of the system to allow important questions related to policy, practice, or overall effectiveness to be asked, answered, and incorporated into effective continuous improvement practices.

The Secretary is also particularly interested in applications in which States propose working together to adapt one State's statewide longitudinal data system so that it may be used, in whole or in part, by one or more other States, rather than having each State build or continue building such systems independently.

Priority 5: Invitational Priority -- P-20 Coordination, Vertical and Horizontal Alignment.

The Secretary is particularly interested in applications in which the State plans to address how early childhood programs, K-12 schools, postsecondary institutions, workforce development organizations, and other State agencies and community partners (*e.g.*, child welfare, juvenile justice, and criminal justice agencies) will coordinate to improve all parts of the education system and create a more seamless preschool-through-graduate school (P-20) route for students. Vertical alignment across P-20 is particularly critical at each point where a transition occurs (*e.g.*, between early childhood and K-12, or between K-12 and postsecondary/careers) to ensure that students exiting one level are prepared for success, without remediation, in the next. Horizontal alignment, that is, coordination of services across schools, State agencies, and community partners, is also important in ensuring that high-need students (as defined in this notice) have access to the broad array of opportunities and services they need and that are beyond the capacity of a school itself to provide.

Priority 6: Invitational Priority -- School-Level Conditions for Reform, Innovation, and Learning.

The Secretary is particularly interested in applications in which the State's participating LEAs (as defined in this notice) seek to create the conditions for reform and innovation as well as the conditions for learning by providing schools with flexibility and autonomy in such areas as--

(i) Selecting staff;

(ii) Implementing new structures and formats for the school day or year that result in increased learning time (as defined in this notice);

(iii) Controlling the school's budget;

(iv) Awarding credit to students based on student performance instead of instructional time;

(v) Providing comprehensive services to high-need students (as defined in this notice) (*e.g.*, by mentors and other caring adults; through local partnerships with community-based organizations, nonprofit organizations, and other providers);

(vi) Creating school climates and cultures that remove obstacles to, and actively support, student engagement and achievement; and

(vii) Implementing strategies to effectively engage families and communities in supporting the academic success of their students.

SELECTION CRITERIA

A. State Success Factors *(125 points)*

(A)(1) Articulating State's education reform agenda and LEAs' participation in it *(65 points)*

The extent to which—

(i) The State has set forth a comprehensive and coherent reform agenda that clearly articulates its goals for implementing reforms in the four education areas described in the ARRA and improving student outcomes statewide, establishes a clear and credible path to achieving these goals, and is consistent with the specific reform plans that the State has proposed throughout its application; *(5 points)*

(ii) The participating LEAs (as defined in this notice) are strongly committed to the State's plans and to effective implementation of reform in the four education areas, as evidenced by Memoranda of Understanding (MOUs) (as set forth in Appendix D)[2] or other binding agreements between the State and its participating LEAs (as defined in this notice) that include— *(45 points)*

(a) Terms and conditions that reflect strong commitment by the participating LEAs (as defined in this notice) to the State's plans;

(b) Scope-of-work descriptions that require participating LEAs (as defined in this notice) to implement all or significant portions of the State's Race to the Top plans; and

(c) Signatures from as many as possible of the LEA superintendent (or equivalent), the president of the local school board (or equivalent, if applicable), and the local teachers' union leader (if applicable) (one signature of which must be from an authorized LEA representative) demonstrating the extent of leadership support within participating LEAs (as defined in this notice); and

(iii) The LEAs that are participating in the State's Race to the Top plans (including considerations of the numbers and percentages of participating LEAs, schools, K-12 students, and students in poverty) will translate into broad statewide impact, allowing the State to reach its ambitious yet achievable goals, overall and by student subgroup, for— *(15 points)*

(a) Increasing student achievement in (at a minimum) reading/language arts and mathematics, as reported by the NAEP and the assessments required under the ESEA;

(b) Decreasing achievement gaps between subgroups in reading/language arts and mathematics, as reported by the NAEP and the assessments required under the ESEA;

(c) Increasing high school graduation rates (as defined in this notice); and

(d) Increasing college enrollment (as defined in this notice) and increasing the number of students who complete at least a year's worth of college credit that is applicable to a degree within two years of enrollment in an institution of higher education.

(A)(2) Building strong statewide capacity to implement, scale up, and sustain proposed plans *(30 points)*

The extent to which the State has a high-quality overall plan to—

(i) Ensure that it has the capacity required to implement its proposed plans by— *(20 points)*

(a) Providing strong leadership and dedicated teams to implement the statewide education reform plans the State has proposed;

(b) Supporting participating LEAs (as defined in this notice) in successfully implementing the education reform plans the State has proposed, through such activities as identifying promising practices, evaluating these practices' effectiveness, ceasing ineffective practices, widely disseminating and replicating the effective practices statewide, holding participating LEAs (as defined in this notice) accountable for progress and performance, and intervening where necessary;

(c) Providing effective and efficient operations and processes for implementing its Race to the Top grant in such areas as grant administration and oversight, budget reporting and monitoring, performance measure tracking and reporting, and fund disbursement;

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[2] See Appendix D for more on participating LEA MOUs and for a model MOU.

(d) Using the funds for this grant, as described in the State's budget and accompanying budget narrative, to accomplish the State's plans and meet its targets, including, where feasible, by coordinating, reallocating, or repurposing education funds from other Federal, State, and local sources so that they align with the State's Race to the Top goals; and

(e) Using the fiscal, political, and human capital resources of the State to continue, after the period of funding has ended, those reforms funded under the grant for which there is evidence of success; and

(ii) Use support from a broad group of stakeholders to better implement its plans, as evidenced by the strength of statements or actions of support from— *(10 points)*

(a) The State's teachers and principals, which include the State's teachers' unions or statewide teacher associations; and

(b) Other critical stakeholders, such as the State's legislative leadership; charter school authorizers and State charter school membership associations (if applicable); other State and local leaders (*e.g.*, business, community, civil rights, and education association leaders); Tribal schools; parent, student, and community organizations (*e.g.*, parent-teacher associations, nonprofit organizations, local education foundations, and community-based organizations); and institutions of higher education.

(A)(3) Demonstrating significant progress in raising achievement and closing gaps *(30 points)*

The extent to which the State has demonstrated its ability to—

(i) Make progress over the past several years in each of the four education reform areas, and used its ARRA and other Federal and State funding to pursue such reforms; *(5 points)*

(ii) Improve student outcomes overall and by student subgroup since at least 2003, and explain the connections between the data and the actions that have contributed to— *(25 points)*

(a) Increasing student achievement in reading/language arts and mathematics, both on the NAEP and on the assessments required under the ESEA;

(b) Decreasing achievement gaps between subgroups in reading/language arts and mathematics, both on the NAEP and on the assessments required under the ESEA; and

(c) Increasing high school graduation rates.

B. Standards and Assessments *(70 points)*

State Reform Conditions Criteria

(B)(1) Developing and adopting common standards *(40 points)*

The extent to which the State has demonstrated its commitment to adopting a common set of high-quality standards, evidenced by (as set forth in Appendix B)—

(i) The State's participation in a consortium of States that— *(20 points)*

(a) Is working toward jointly developing and adopting a common set of K-12 standards (as defined in this notice) that are supported by evidence that they are internationally benchmarked and build toward college and career readiness by the time of high school graduation; and

(b) Includes a significant number of States; and

(ii) *(20 points)*

(a) For Phase 1 applications, the State's high-quality plan demonstrating its commitment to and progress toward adopting a common set of K-12 standards (as defined in this notice) by August 2, 2010, or, at a minimum, by a later date in 2010 specified by the State, and to implementing the standards thereafter in a well-planned way; or

(b) For Phase 2 applications, the State's adoption of a common set of K-12 standards (as defined in this notice) by August 2, 2010, or, at a minimum, by a later date in 2010 specified by the State in a high-quality plan toward which the State has made significant progress, and its commitment to implementing the standards thereafter in a well-planned way.[3]

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[3] Phase 2 applicants addressing selection criterion (B)(1)(ii) may amend their June 1, 2010 application submission through August 2, 2010 by submitting evidence of adopting common standards after June 1, 2010.

(B)(2) Developing and implementing common, high-quality assessments *(10 points)*

The extent to which the State has demonstrated its commitment to improving the quality of its assessments, evidenced by (as set forth in Appendix B) the State's participation in a consortium of States that—

(i) Is working toward jointly developing and implementing common, high-quality assessments (as defined in this notice) aligned with the consortium's common set of K-12 standards (as defined in this notice); and

(ii) Includes a significant number of States.

Reform Plan Criteria

(B)(3) Supporting the transition to enhanced standards and high-quality assessments *(20 points)*

The extent to which the State, in collaboration with its participating LEAs (as defined in this notice), has a high-quality plan for supporting a statewide transition to and implementation of internationally benchmarked K-12 standards that build toward college and career readiness by the time of high school graduation, and high-quality assessments (as defined in this notice) tied to these standards. State or LEA activities might, for example, include: developing a rollout plan for the standards together with all of their supporting components; in cooperation with the State's institutions of higher education, aligning high school exit criteria and college entrance requirements with the new standards and assessments; developing or acquiring, disseminating, and implementing high-quality instructional materials and assessments (including, for example, formative and interim assessments (both as defined in this notice)); developing or acquiring and delivering high-quality professional development to support the transition to new standards and assessments; and engaging in other strategies that translate the standards and information from assessments into classroom practice for all students, including high-need students (as defined in this notice).

C. Data Systems to Support Instruction *(47 points)*

State Reform Conditions Criteria

(C)(1) Fully implementing a statewide longitudinal data system *(24 points)*

The extent to which the State has a statewide longitudinal data system that includes all of the America COMPETES Act elements (as defined in this notice).

Reform Plan Criteria

(C)(2) Accessing and using State data *(5 points)*

The extent to which the State has a high-quality plan to ensure that data from the State's statewide longitudinal data system are accessible to, and used to inform and engage, as appropriate, key stakeholders (*e.g.*, parents, students, teachers, principals, LEA leaders, community members, unions, researchers, and policymakers); and that the data support decision-makers in the continuous improvement of efforts in such areas as policy, instruction, operations, management, resource allocation, and overall effectiveness.[4]

(C)(3) Using data to improve instruction *(18 points)*

The extent to which the State, in collaboration with its participating LEAs (as defined in this notice), has a high-quality plan to—

(i) Increase the acquisition, adoption, and use of local instructional improvement systems (as defined in this notice) that provide teachers, principals, and administrators with the information and resources they need to inform and improve their instructional practices, decision-making, and overall effectiveness;

(ii) Support participating LEAs (as defined in this notice) and schools that are using instructional improvement systems (as defined in this notice) in providing effective professional development to teachers,

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[4] Successful applicants that receive Race to the Top grant awards will need to comply with the Family Educational Rights and Privacy Act (FERPA), including 34 CFR Part 99, as well as State and local requirements regarding privacy.

principals, and administrators on how to use these systems and the resulting data to support continuous instructional improvement; and

(iii) Make the data from instructional improvement systems (as defined in this notice), together with statewide longitudinal data system data, available and accessible to researchers so that they have detailed information with which to evaluate the effectiveness of instructional materials, strategies, and approaches for educating different types of students (*e.g.*, students with disabilities, English language learners, students whose achievement is well below or above grade level).

D. Great Teachers and Leaders *(138 points)*

State Reform Conditions Criteria

(D)(1) Providing high-quality pathways for aspiring teachers and principals *(21 points)*

The extent to which the State has—

(i) Legal, statutory, or regulatory provisions that allow alternative routes to certification (as defined in this notice) for teachers and principals, particularly routes that allow for providers in addition to institutions of higher education;

(ii) Alternative routes to certification (as defined in this notice) that are in use; and

(iii) A process for monitoring, evaluating, and identifying areas of teacher and principal shortage and for preparing teachers and principals to fill these areas of shortage.

Reform Plan Criteria

(D)(2) Improving teacher and principal effectiveness based on performance *(58 points)*

The extent to which the State, in collaboration with its participating LEAs (as defined in this notice), has a high-quality plan and ambitious yet achievable annual targets to ensure that participating LEAs (as defined in this notice)—

(i) Establish clear approaches to measuring student growth (as defined in this notice) and measure it for each individual student; *(5 points)*

(ii) Design and implement rigorous, transparent, and fair evaluation systems for teachers and principals that (a) differentiate effectiveness using multiple rating categories that take into account data on student growth (as defined in this notice) as a significant factor, and (b) are designed and developed with teacher and principal involvement; *(15 points)*

(iii) Conduct annual evaluations of teachers and principals that include timely and constructive feedback; as part of such evaluations, provide teachers and principals with data on student growth for their students, classes, and schools; and *(10 points)*

(iv) Use these evaluations, at a minimum, to inform decisions regarding— *(28 points)*

(a) Developing teachers and principals, including by providing relevant coaching, induction support, and/or professional development;

(b) Compensating, promoting, and retaining teachers and principals, including by providing opportunities for highly effective teachers and principals (both as defined in this notice) to obtain additional compensation and be given additional responsibilities;

(c) Whether to grant tenure and/or full certification (where applicable) to teachers and principals using rigorous standards and streamlined, transparent, and fair procedures; and

(d) Removing ineffective tenured and untenured teachers and principals after they have had ample opportunities to improve, and ensuring that such decisions are made using rigorous standards and streamlined, transparent, and fair procedures.

(D)(3) Ensuring equitable distribution of effective teachers and principals *(25 points)*

The extent to which the State, in collaboration with its participating LEAs (as defined in this notice), has a high-quality plan and ambitious yet achievable annual targets to—

(i) Ensure the equitable distribution of teachers and principals by developing a plan, informed by reviews of prior actions and data, to ensure that students in high-poverty and/or high-minority schools (both as defined in this notice) have equitable access to highly effective teachers and principals (both as defined in

this notice) and are not served by ineffective teachers and principals at higher rates than other students; and *(15 points)*

(ii) Increase the number and percentage of effective teachers (as defined in this notice) teaching hard-to-staff subjects and specialty areas including mathematics, science, and special education; teaching in language instruction educational programs (as defined under Title III of the ESEA); and teaching in other areas as identified by the State or LEA. *(10 points)*

Plans for (i) and (ii) may include, but are not limited to, the implementation of incentives and strategies in such areas as recruitment, compensation, teaching and learning environments, professional development, and human resources practices and processes.

(D)(4) Improving the effectiveness of teacher and principal preparation programs *(14 points)*

The extent to which the State has a high-quality plan and ambitious yet achievable annual targets to—

(i) Link student achievement and student growth (both as defined in this notice) data to the students' teachers and principals, to link this information to the in-State programs where those teachers and principals were prepared for credentialing, and to publicly report the data for each credentialing program in the State; and

(ii) Expand preparation and credentialing options and programs that are successful at producing effective teachers and principals (both as defined in this notice).

(D)(5) Providing effective support to teachers and principals *(20 points)*

The extent to which the State, in collaboration with its participating LEAs (as defined in this notice), has a high-quality plan for its participating LEAs (as defined in this notice) to—

(i) Provide effective, data-informed professional development, coaching, induction, and common planning and collaboration time to teachers and principals that are, where appropriate, ongoing and job-embedded. Such support might focus on, for example, gathering, analyzing, and using data; designing instructional strategies for improvement; differentiating instruction; creating school environments supportive of data-informed decisions; designing instruction to meet the specific needs of high-need students (as defined in this notice); and aligning systems and removing barriers to effective implementation of practices designed to improve student learning outcomes; and

(ii) Measure, evaluate, and continuously improve the effectiveness of those supports in order to improve student achievement (as defined in this notice).

E. Turning Around the Lowest-Achieving Schools *(50 points)*

State Reform Conditions Criteria

(E)(1) Intervening in the lowest-achieving schools and LEAs *(10 points)*

The extent to which the State has the legal, statutory, or regulatory authority to intervene directly in the State's persistently lowest-achieving schools (as defined in this notice) and in LEAs that are in improvement or corrective action status.

Reform Plan Criteria

(E)(2) Turning around the lowest-achieving schools *(40 points)*

The extent to which the State has a high-quality plan and ambitious yet achievable annual targets to—

(i) Identify the persistently lowest-achieving schools (as defined in this notice) and, at its discretion, any non-Title I eligible secondary schools that would be considered persistently lowest-achieving schools (as defined in this notice) if they were eligible to receive Title I funds; and *(5 points)*

(ii) Support its LEAs in turning around these schools by implementing one of the four school intervention models (as described in Appendix C): turnaround model, restart model, school closure, or transformation model (provided that an LEA with more than nine persistently lowest-achieving schools may not use the transformation model for more than 50 percent of its schools). *(35 points)*

F. General *(55 points)*
State Reform Conditions Criteria

(F)(1) Making education funding a priority *(10 points)*

The extent to which—

(i) The percentage of the total revenues available to the State (as defined in this notice) that were used to support elementary, secondary, and public higher education for FY 2009 was greater than or equal to the percentage of the total revenues available to the State (as defined in this notice) that were used to support elementary, secondary, and public higher education for FY 2008; and

(ii) The State's policies lead to equitable funding (a) between high-need LEAs (as defined in this notice) and other LEAs, and (b) within LEAs, between high-poverty schools (as defined in this notice) and other schools.

(F)(2) Ensuring successful conditions for high-performing charter schools and other innovative schools *(40 points)*

The extent to which—

(i) The State has a charter school law that does not prohibit or effectively inhibit increasing the number of high-performing charter schools (as defined in this notice) in the State, measured (as set forth in Appendix B) by the percentage of total schools in the State that are allowed to be charter schools or otherwise restrict student enrollment in charter schools;

(ii) The State has laws, statutes, regulations, or guidelines regarding how charter school authorizers approve, monitor, hold accountable, reauthorize, and close charter schools; in particular, whether authorizers require that student achievement (as defined in this notice) be one significant factor, among others, in authorization or renewal; encourage charter schools that serve student populations that are similar to local district student populations, especially relative to high-need students (as defined in this notice); and have closed or not renewed ineffective charter schools;

(iii) The State's charter schools receive (as set forth in Appendix B) equitable funding compared to traditional public schools, and a commensurate share of local, State, and Federal revenues;

(iv) The State provides charter schools with funding for facilities (for leasing facilities, purchasing facilities, or making tenant improvements), assistance with facilities acquisition, access to public facilities, the ability to share in bonds and mill levies, or other supports; and the extent to which the State does not impose any facility-related requirements on charter schools that are stricter than those applied to traditional public schools; and

(v) The State enables LEAs to operate innovative, autonomous public schools (as defined in this notice) other than charter schools.

(F)(3) Demonstrating other significant reform conditions *(5 points)*

The extent to which the State, in addition to information provided under other State Reform Conditions Criteria, has created, through law, regulation, or policy, other conditions favorable to education reform or innovation that have increased student achievement or graduation rates, narrowed achievement gaps, or resulted in other important outcomes.

DEFINITIONS

Alternative routes to certification means pathways to certification that are authorized under the State's laws or regulations, that allow the establishment and operation of teacher and administrator preparation programs in the State, and that have the following characteristics (in addition to standard features such as demonstration of subject-matter mastery, and high-quality instruction in pedagogy and in addressing the needs of all students in the classroom including English language learners and student with disabilities): (a) can be provided by various types of qualified providers, including both institutions of higher education and other providers operating independently from institutions of higher education; (b) are selective in accepting candidates; (c) provide supervised, school-based experiences and ongoing support such as effective

mentoring and coaching; (d) significantly limit the amount of coursework required or have options to test out of courses; and (e) upon completion, award the same level of certification that traditional preparation programs award upon completion.

College enrollment refers to the enrollment of students who graduate from high school consistent with 34 CFR 200.19(b)(1) and who enroll in an institution of higher education (as defined in section 101 of the Higher Education Act, P.L. 105-244, 20 U.S.C. 1001) within 16 months of graduation.

Common set of K-12 standards means a set of content standards that define what students must know and be able to do and that are substantially identical across all States in a consortium. A State may supplement the common standards with additional standards, provided that the additional standards do not exceed 15 percent of the State's total standards for that content area.

Effective principal means a principal whose students, overall and for each subgroup, achieve acceptable rates (*e.g.*, at least one grade level in an academic year) of student growth (as defined in this notice). States, LEAs, or schools must include multiple measures, provided that principal effectiveness is evaluated, in significant part, by student growth (as defined in this notice). Supplemental measures may include, for example, high school graduation rates and college enrollment rates, as well as evidence of providing supportive teaching and learning conditions, strong instructional leadership, and positive family and community engagement.

Effective teacher means a teacher whose students achieve acceptable rates (*e.g.*, at least one grade level in an academic year) of student growth (as defined in this notice). States, LEAs, or schools must include multiple measures, provided that teacher effectiveness is evaluated, in significant part, by student growth (as defined in this notice). Supplemental measures may include, for example, multiple observation-based assessments of teacher performance.

Formative assessment means assessment questions, tools, and processes that are embedded in instruction and are used by teachers and students to provide timely feedback for purposes of adjusting instruction to improve learning.

Graduation rate means the four-year or extended-year adjusted cohort graduation rate as defined by 34 CFR 200.19(b)(1).

Highly effective principal means a principal whose students, overall and for each subgroup, achieve high rates (*e.g.*, one and one-half grade levels in an academic year) of student growth (as defined in this notice). States, LEAs, or schools must include multiple measures, provided that principal effectiveness is evaluated, in significant part, by student growth (as defined in this notice). Supplemental measures may include, for example, high school graduation rates; college enrollment rates; evidence of providing supportive teaching and learning conditions, strong instructional leadership, and positive family and community engagement; or evidence of attracting, developing, and retaining high numbers of effective teachers.

Highly effective teacher means a teacher whose students achieve high rates (*e.g.*, one and one-half grade levels in an academic year) of student growth (as defined in this notice). States, LEAs, or schools must include multiple measures, provided that teacher effectiveness is evaluated, in significant part, by student growth (as defined in this notice). Supplemental measures may include, for example, multiple observation-based assessments of teacher performance or evidence of leadership roles (which may include mentoring or leading professional learning communities) that increase the effectiveness of other teachers in the school or LEA.

High-minority school is defined by the State in a manner consistent with its Teacher Equity Plan. The State should provide, in its Race to the Top application, the definition used.

High-need LEA means an LEA (a) that serves not fewer than 10,000 children from families with incomes below the poverty line; or (b) for which not less than 20 percent of the children served by the LEA are from families with incomes below the poverty line.

High-need students means students at risk of educational failure or otherwise in need of special assistance and support, such as students who are living in poverty, who attend high-minority schools (as defined in this notice), who are far below grade level, who have left school before receiving a regular high school diploma, who are at risk of not graduating with a diploma on time, who are homeless, who are in foster care, who have been incarcerated, who have disabilities, or who are English language learners.

High-performing charter school means a charter school that has been in operation for at least three consecutive years and has demonstrated overall success, including (a) substantial progress in improving student achievement (as defined in this notice); and (b) the management and leadership necessary to overcome initial start-up problems and establish a thriving, financially viable charter school.

High-poverty school means, consistent with section 1111(h)(1)(C)(viii) of the ESEA, a school in the highest quartile of schools in the State with respect to poverty level, using a measure of poverty determined by the State.

High-quality assessment means an assessment designed to measure a student's knowledge, understanding of, and ability to apply, critical concepts through the use of a variety of item types and formats (*e.g.*, open-ended responses, performance-based tasks). Such assessments should enable measurement of student achievement (as defined in this notice) and student growth (as defined in this notice); be of high technical quality (*e.g.*, be valid, reliable, fair, and aligned to standards); incorporate technology where appropriate; include the assessment of students with disabilities and English language learners; and to the extent feasible, use universal design principles (as defined in section 3 of the Assistive Technology Act of 1998, as amended, 29 U.S.C. 3002) in development and administration.

Increased learning time means using a longer school day, week, or year schedule to significantly increase the total number of school hours to include additional time for (a) instruction in core academic subjects, including English; reading or language arts; mathematics; science; foreign languages; civics and government; economics; arts; history; and geography; (b) instruction in other subjects and enrichment activities that contribute to a well-rounded education, including, for example, physical education, service learning, and experiential and work-based learning opportunities that are provided by partnering, as appropriate, with other organizations; and (c) teachers to collaborate, plan, and engage in professional development within and across grades and subjects.[5]

Innovative, autonomous public schools means open enrollment public schools that, in return for increased accountability for student achievement (as defined in this notice), have the flexibility and authority to define their instructional models and associated curriculum; select and replace staff; implement new structures and formats for the school day or year; and control their budgets.

Instructional improvement systems means technology-based tools and other strategies that provide teachers, principals, and administrators with meaningful support and actionable data to systemically manage continuous instructional improvement, including such activities as: instructional planning; gathering information (*e.g.*, through formative assessments (as defined in this notice), interim assessments (as defined in this notice), summative assessments, and looking at student work and other student data); analyzing information with the support of rapid-time (as defined in this notice) reporting; using this information to inform decisions on appropriate next instructional steps; and evaluating the effectiveness of the actions taken. Such systems promote collaborative problem-solving and action planning; they may also integrate instructional data with student-level data such as attendance, discipline, grades, credit accumulation, and student survey results to provide early warning indicators of a student's risk of educational failure.

Interim assessment means an assessment that is given at regular and specified intervals throughout the school year, is designed to evaluate students' knowledge and skills relative to a specific set of academic

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[5] Research supports the effectiveness of well-designed programs that expand learning time by a minimum of 300 hours per school year. (See Frazier, Julie A.; Morrison, Frederick J. "The Influence of Extended-year Schooling on Growth of Achievement and Perceived Competence in Early Elementary School." Child Development. Vol. 69 (2), April 1998, pp.495-497 and research done by Mass2020.) Extending learning into before- and after-school hours can be difficult to implement effectively, but is permissible under this definition with encouragement to closely integrate and coordinate academic work between in-school and out-of school. (See James-Burdumy, Susanne; Dynarski, Mark; Deke, John. "When Elementary Schools Stay Open Late: Results from The National Evaluation of the 21st Century Community Learning Centers Program." <http://www.mathematica-mpr.com/publications/redirect_PubsDB.asp?strSite=http://epa.sagepub.com/cgi/content/abstract/29/4/296> Educational Evaluation and Policy Analysis, Vol. 29 (4), December 2007, Document No. PP07-121.)

standards, and produces results that can be aggregated (*e.g.*, by course, grade level, school, or LEA) in order to inform teachers and administrators at the student, classroom, school, and LEA levels.

Involved LEAs means LEAs that choose to work with the State to implement those specific portions of the State's plan that necessitate full or nearly-full statewide implementation, such as transitioning to a common set of K-12 standards (as defined in this notice). Involved LEAs do not receive a share of the 50 percent of a State's grant award that it must subgrant to LEAs in accordance with section 14006(c) of the ARRA, but States may provide other funding to involved LEAs under the State's Race to the Top grant in a manner that is consistent with the State's application.

Low-minority school is defined by the State in a manner consistent with its Teacher Equity Plan. The State should provide, in its Race to the Top application, the definition used.

Low-poverty school means, consistent with section 1111(h)(1)(C)(viii) of the ESEA, a school in the lowest quartile of schools in the State with respect to poverty level, using a measure of poverty determined by the State.

Participating LEAs means LEAs that choose to work with the State to implement all or significant portions of the State's Race to the Top plan, as specified in each LEA's agreement with the State. Each participating LEA that receives funding under Title I, Part A will receive a share of the 50 percent of a State's grant award that the State must subgrant to LEAs, based on the LEA's relative share of Title I, Part A allocations in the most recent year, in accordance with section 14006(c) of the ARRA. Any participating LEA that does not receive funding under Title I, Part A (as well as one that does) may receive funding from the State's other 50 percent of the grant award, in accordance with the State's plan.

Persistently lowest-achieving schools means, as determined by the State: (i) Any Title I school in improvement, corrective action, or restructuring that (a) Is among the lowest-achieving five percent of Title I schools in improvement, corrective action, or restructuring or the lowest-achieving five Title I schools in improvement, corrective action, or restructuring in the State, whichever number of schools is greater; or (b) Is a high school that has had a graduation rate as defined in 34 CFR 200.19(b) that is less than 60 percent over a number of years; and (ii) Any secondary school that is eligible for, but does not receive, Title I funds that (a) Is among the lowest-achieving five percent of secondary schools or the lowest-achieving five secondary schools in the State that are eligible for, but do not receive, Title I funds, whichever number of schools is greater; or (b) Is a high school that has had a graduation rate as defined in 34 CFR 200.19(b) that is less than 60 percent over a number of years.

To identify the lowest-achieving schools, a State must take into account both (i) The academic achievement of the "all students" group in a school in terms of proficiency on the State's assessments under section 1111(b)(3) of the ESEA in reading/language arts and mathematics combined; and (ii) The school's lack of progress on those assessments over a number of years in the "all students" group.

Rapid-time, in reference to reporting and availability of locally-collected school- and LEA-level data, means that data are available quickly enough to inform current lessons, instruction, and related supports.

Student achievement means—

(a) For tested grades and subjects: (1) a student's score on the State's assessments under the ESEA; and, as appropriate, (2) other measures of student learning, such as those described in paragraph (b) of this definition, provided they are rigorous and comparable across classrooms.

(b) For non-tested grades and subjects: alternative measures of student learning and performance such as student scores on pre-tests and end-of-course tests; student performance on English language proficiency assessments; and other measures of student achievement that are rigorous and comparable across classrooms.

Student growth means the change in student achievement (as defined in this notice) for an individual student between two or more points in time. A State may also include other measures that are rigorous and comparable across classrooms.

Total revenues available to the State means either (a) projected or actual total State revenues for education and other purposes for the relevant year; or (b) projected or actual total State appropriations for education and other purposes for the relevant year.

America COMPETES Act elements means (as specified in section 6401(e)(2)(D) of that Act): (1) a unique statewide student identifier that does not permit a student to be individually identified by users of the

system; (2) student-level enrollment, demographic, and program participation information; (3) student-level information about the points at which students exit, transfer in, transfer out, drop out, or complete P–16 education programs; (4) the capacity to communicate with higher education data systems; (5) a State data audit system assessing data quality, validity, and reliability; (6) yearly test records of individual students with respect to assessments under section 1111(b) of the ESEA (20 U.S.C. 6311(b)); (7) information on students not tested by grade and subject; (8) a teacher identifier system with the ability to match teachers to students; (9) student-level transcript information, including information on courses completed and grades earned; (10) student-level college readiness test scores; (11) information regarding the extent to which students transition successfully from secondary school to postsecondary education, including whether students enroll in remedial coursework; and (12) other information determined necessary to address alignment and adequate preparation for success in postsecondary education.

Awards

Scopes of Work Decision Letters

Awards/Scopes of Work Decision Letters | State Scopes of Work and Budgets (/programs/racetothetop/state-scope-of-work/) | Amendments/Decision Letters (/programs/racetothetop/amendments/)

The Secretary announced the winners for Phase 1 (http://www.ed.gov/news/press-releases/delaware-and-tennessee-win-first-race-top-grants) of Race to the Top on March 29, 2010, the winners for Phase 2 (http://www.ed.gov/news/press-releases/nine-states-and-district-columbia-win-second-round-race-top-grants) on August 24, 2010, and the winners for Phase 3 (http://www.ed.gov/news/press-releases/department-education-awards-200-million-seven-states-advance-k-12-reform) on December 22, 2011. Within 90 days of the award, grantees were responsible for submitting Scopes of Work for all of the State's participating local educational agencies (LEAs) and a Scope of Work for the State's overall project consistent with its approved plan. State and LEA Scopes of Work must include specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures.

Phases 1 and 2

State	Award Letter	Scopes of Work—Decision Letters
Delaware	PDF (171K) (/programs/racetothetop/phase1-awards/delaware.pdf) (as of June 2010)	PDF (148K) (/programs/racetothetop/sow-letters/delaware.pdf) (as of July 2010)
District of Columbia	PDF (62.1K) (/programs/racetothetop/phase2-awards/district-of-columbia.pdf) (as of September 2010)	PDF (212K) (/programs/racetothetop/sow-letters/district-of-columbia.pdf) (as of February 2011)
Florida	PDF (63.5K) (/programs/racetothetop/phase2-awards/florida.pdf) (as of September 2010)	PDF (507K) (/programs/racetothetop/sow-letters/florida.pdf) (as of November 2011)
	PDF (63.5K) (/programs/racetothetop/phase2-	PDF (29K) (/programs/racetothetop/sow-letters/georgia2.pdf) (as of July 2011)

Georgia	awards/georgia.pdf) (as of September 2010)	PDF (220K) (/programs/racetothetop/sow-letters/georgia.pdf) (as of February 2011)
Hawaii	PDF (63.5K) (/programs/racetothetop/phase2-awards/hawaii.pdf) (as of September 2010)	PDF (61K) (/programs/racetothetop/sow-letters/hawaii.pdf) (as of March 2011)
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State	Award Letter	Scopes of Work—Decision Letters
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BILL ANALYSIS

SENATE RULES COMMITTEE	AB 2812
Office of Senate Floor Analyses	
1020 N Street, Suite 524	
(916) 445-6614 Fax: (916)	
327-4478	

THIRD READING

Bill No: AB 2812
Author: Mazzoni (D)
Amended: 8/25/00 in Senate
Vote: 21

SENATE EDUCATION COMMITTEE : 11-0, 7/5/00
AYES: Alpert, McPherson, Alarcon, Chesbro, Dunn, Hayden, Hughes, Knight, Monteith, Sher, Vasconcellos

SENATE APPROPRIATIONS COMMITTEE : 13-0, 8/23/00
AYES: Johnston, Alpert, Bowen, Burton, Escutia, Johnson, Karnette, Kelley, Leslie, McPherson, Mountjoy, Perata, Vasconcellos

ASSEMBLY FLOOR : 76-0, 5/31/00 - See last page for vote

SUBJECT : California Assessment of Academic Achievement

SOURCE : Secretary for Education

DIGEST : This bill repeals existing requirements that the State Board of Education (SBE) adopt an assessment of applied academic skills, known informally as a "matrix test", upon joint certification of the Superintendent of Public Instruction (SPI) and the SBE that the current standardized test of basic skills and "augmentation" have been further augmented with a writing sample to be administered once in elementary school and once in middle school.

ANALYSIS : Current law sets forth a comprehensive design

CONTINUED

for assessment of California pupils in grades 2 through 11. The current law, which was first established in 1995 by AB 265 (Chapter 975, Alpert) calls for the SBE to adopt academically rigorous content and performance standards for the core curricular areas of reading, writing, mathematics, history/social science and science. School districts are not required to teach to the standards, but a variety of incentives and accountability measures have been established that require schools to be accountable for meeting the "voluntary" standards. The standards are to be assessed by a SBE adopted test of applied academic skills that is to be administered to pupils in grades 4 (reading, writing and math only), 5 (history/social science and science only), and 8 and 10.

In 1997, at the request of Governor Wilson, the system of allowing local districts to choose standardized and nationally normed tests from a list of tests acceptable to the State Board was repealed, and the SBE was required to adopt a single publisher's test for use in all schools. The SBE choose the Stanford Achievement Test, Form 9 (SAT-9) which continues to be used today.

Since a nationally normed and standardized test, by definition, is aligned to national and not California standards, current law requires that the "off the shelf" test be "augmented" with additional questions reflecting California standards. Augmentation questions have been developed and administered for the past two years, although the validity of the augmentations have been questioned on the grounds that they are written to voluntary standards that have not yet been implemented and the mathematics questions may lack technical reliability.

Instead of adopting performance standards that described required skills, the SBE asked Harcourt Educational Measurement, publisher of the SAT-9, to recommend scores on the nationally normed test that could be adopted as "performance levels." California thus has academic content standards, and will have "cut scores" that indicate acceptable performance levels on the content based test, but currently no assessment of applied academic skills is part of our annual testing system. In response to concern that subjects, such as writing, cannot be properly assessed

using only the multiple choice questions found on the SAT-9 and augmentation, the SBE has plans to incorporate writing samples into the annual testing program.

The current authorization for state testing programs is scheduled to repeal on January 1, 2002.

This bill :

1. Repeals requirements for the adoption and administration of a test of applied academic skills ("matrix test") at such time as the SPI and the SBE issue a joint certification that the nationally normed standardized test of basic skills, as augmented, has been further augmented to require writing samples of pupils once in elementary school and once in middle school.

2. Requires that the nationally normed standardized test of basic skills include the use of a direct writing assessment once in elementary school and once in middle or junior high school.

3. Clarifies that the SBE shall ensure that the statewide assessment system yields valid, reliable individual pupil scores and where applicable, aggregate school scores, school district scores, and statewide scores of pupils and assesses basic academic skills and the extent to which pupils are meeting content standards, including the use of a direct writing assessment or other applied academic skills if deemed valid and reliable and if resources are made available for their use.

4. Deletes a requirement that the SBE shall award contracts to develop performance standards according to a competitive bidding procedure.

5. Extends various reporting deadlines.

Comments

What is a matrix test? Matrix testing means that individual pupils in the same classroom are administered different questions drawn from a larger item pool so that a larger set of content and skills can be tested without

making the test too long to administer. Because each pupil answers a different set of questions, responses from several pupils must be combined to obtain a response that is valid for the group, but not the individual. Matrix tests are not used to test individuals, but are typically used to test whole schools or school systems. The National Assessment of Academic Progress (NAEP), which is the only test administered in all 50 states, is a matrix test. It was NAEP 4th grade reading scores that showed California next to last and sparked several recent efforts at reform of reading instruction.

What is wrong with matrix testing? Opponents of matrix testing claim that it is not valid for small schools although designers of the NAEP test testified in an interim hearing last year that a matrix can be made valid for any size group by simply adjusting the size of the sample of questions. Matrix opponents also believe that the lack of individual scores means that individual pupils, having no stake in the outcome represented by a personal score, will fail to take the test seriously. Such apathy is a problem

for any test, including the SAT-9, for which there are no individual consequences. To alleviate some of the problem, the matrix, like the augmentation, would simply be imbedded in the SAT-9 test so the pupil would not know which questions count for individual versus collective scores.

Why do we need more than a standardized test? The idea that the California Test of Applied Academic Skills would be administered as a "matrix" test was rooted in the notion that a test of all of the skills and content in the California standards would take too much testing time, and testing a smaller set of items would lead students and teachers to ignore the standards not included on the test. One of the major reasons for having an applied test of academic skills was to "keep the system honest" by testing the full range of standards and thereby avoiding the "dumbing down" of curriculum as students and teachers concentrate on the narrow range of basic skills items that are tested on a nationally normed, and generic, test of basic skills.

FISCAL EFFECT : Appropriation: No Fiscal Com.: Yes Local: No

According to the Department of Finance, funds already included in the current year budget for the Matrix test development would be sufficient to cover the cost of the writing assessment. In addition, the Commission on State Mandates ruled last month that the cost of the actual administration of the exam is not reimbursable because the State already pays for the instructional minutes and teacher time necessary to administer the exam. Other costs associated with the program such as shipping, handling, demographic editing, and coordination were found to be reimbursable to the extent they are not covered by the $2.52 per pupil apportionment. Based on a mandate test claim that has been filed, the apportionment is sufficient to cover these costs.

SUPPORT : (Unable to verify due to time constraints)

Secretary for Education (source)
California Business for Education Excellence
California County Boards of Education

ASSEMBLY FLOOR :
AYES: Aanestad, Ackerman, Alquist, Aroner, Ashburn, Bates, Battin, Baugh, Bock, Brewer, Briggs, Calderon, Campbell, Cardenas, Cardoza, Cedillo, Corbett, Correa, Cox, Cunneen, Davis, Dickerson, Ducheny, Dutra, Firebaugh, Florez, Frusetta, Gallegos, Granlund, Havice, Honda, House, Jackson, Kaloogian, Keeley, Knox, Kuehl, Leach, Lempert, Leonard, Longville, Lowenthal, Machado, Maddox, Maldonado, Mazzoni, McClintock, Migden, Nakano, Olberg, Oller, Robert Pacheco, Rod Pacheco, Papan, Pescetti, Reyes, Romero, Runner, Scott, Shelley, Steinberg, Strickland, Strom-Martin, Thompson, Thomson, Torlakson, Villaraigosa, Vincent, Washington, Wayne, Wesson, Wiggins, Wildman, Wright, Zettel, Hertzberg

NC:sl 8/27/00 Senate Floor Analyses

SUPPORT/OPPOSITION: SEE ABOVE

**** END ****

About STAR 2006

Program Background | STAR Reports
Grades and Subjects Reported

Program Background

The governor signed Senate Bill 376 authorizing the Standardized Testing and Reporting (STAR) Program in October 1997. The State Board of Education, as required by statute, designated the Stanford Achievement Test Series, Ninth Edition (Stanford 9) as the national norm-referenced achievement tests for the Program. These tests were first administered to students in grades two through eleven in California public schools during spring 1998 and were last administered as part of the STAR Program during spring 2002. School districts were required to administer the tests to all students in grades two through eleven except for:

- Students who were receiving special education services with individualized education programs (IEPs) that specified that the students were to have an alternate assessment, and
- Students whose parents/guardians submitted written requests to exempt the students from testing.

Students in grades two through eleven were tested in reading, language, and mathematics. Students in grades two through eight were also tested in spelling, and students in grades nine through eleven were tested in science and social science. All questions on the tests were multiple choice. The purpose of the Stanford 9 was to compare each student's achievement of general skills taught throughout the United States to the achievement of a national sample of students tested in the same grade at the same time of the school year.

In 1998, the State Board of Education designated the Spanish Assessment of Basic Education, Second Edition (SABE/2) as the primary language test for the Program. Beginning in spring 1999, Spanish-speaking English learners who were enrolled in California public schools less than 12 months when testing began were required to take the SABE/2, as well as taking the Stanford 9 and the Stanford 9 Augmentation/California Standards Tests (CSTs). Districts were given the option of also testing Spanish-speaking English learners enrolled in California public schools 12 months or more with the SABE/2.

During the 1998–99 school year, multiple-choice questions were developed specifically to assess the California English-Language Arts and Mathematics Content Standards. These questions that were initially referred to as the Stanford 9 Augmentation were administered for the first time during spring 1999. Students received California Standards Test scores based on questions selected from the Stanford 9 tests and the California-specific questions. The California Standards Tests (CSTs) then evolved during the next several years.

- 2000 Stand-alone mathematics CSTs that used no Stanford 9 questions developed for grades 8–11
- 2001 Stand-alone history-social science and science CSTs developed and administered in grades 9–11
  Writing component added to the grade 4 and 7 English-Language Arts CSTs
  Performance levels reported for English-Language Arts CSTs
- 2002 Performance levels reported for all CSTs
  The grade 4 and 7 writing components combined with the multiple-choice components to produce the English-Language Arts CST scores
- 2003 Grade 9 History-Social Science CST moved to grade 8
  All CSTs administered as stand-alone tests
- 2004 Grade 5 Science CST added
- 2006 Grade 8 Science and Grade 10 Life Science CSTs added

The purpose of the CSTs is to determine students' achievement of the California Content Standards for each grade or course. Students' scores are compared to preset criteria to determine if the students' performance on the test is advanced, proficient, basic, below basic, or far below basic. The state target is for all students to score at the proficient and advanced levels.

The legislature reauthorized the STAR Program during 2002, and the State Board of Education selected the

California Achievement Tests, Sixth Edition Survey (CAT/6 Survey) to replace the Stanford 9 as the national norm-referenced test for the Program beginning with the spring 2003 test administration. The State Board also authorized the development of the California Alternate Performance Assessment (CAPA), an individually administered assessment for students with significant cognitive disabilities whose disabilities preclude them from taking the CSTs and CAT/6 Survey even with modifications. The CAPA assesses the California English-Language Arts and Mathematics Content Standards that were identified as appropriate for students with significant cognitive disabilities. The CAPA was first administered during spring 2003.

During 2005, the State Board of Education designated the Aprenda: La prueba de logros en español, Tercera edición (Aprenda 3) to replace the Spanish Assessment of Basic Education, Second Edition (SABE/2) as the designated primary language test (DPLT) for the STAR Program. Beginning in spring 2006, Spanish-speaking English learners (limited-English proficient students) who were receiving instruction in Spanish or who had been enrolled in school in the United States less than 12 months when testing began were required to take the Aprenda 3 in addition to taking the CSTs and the CAT/6 Survey. Districts had the option of administering the Aprenda 3 to Spanish-speaking English learners who had been enrolled in school in the United States 12 months or more who were not receiving instruction in Spanish. The changes were from new state laws that became effective on January 1, 2006.

The 2006 STAR Program included four components:

- California Standards Tests (CSTs)
- California Alternate Performance Assessment (CAPA)
- California Achievement Tests, Sixth Edition Survey (CAT/6 Survey) — grades 3 and 7
- Aprenda: La prueba de logros en español, Tercera edición (Aprenda 3)

The governor signed legislation reauthorizing the STAR Program through 2011 during August 2004. The reauthorized program reduced the CAT/6 Survey to grades three and seven. No other changes affected the spring 2005 administration.

The CSTs are a major component of California's accountability system for schools and districts. CST and CAPA results are the major component used for calculating each school's Academic Performance Index (API). These results are also used for determining if elementary and middle schools are making adequate yearly progress (AYP) in helping all students become proficient on the state's content standards as required by the federal No Child Left Behind (NCLB) Act of 2001. Schools use CST results to identify seniors eligible for the California Golden State Seal Merit Diploma. The eligibility requirements for the diploma are posted at www.cde.ca.gov/ta/tg/sr/documents/meriteligibility.doc.

California Department of Education

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California Department of Education

Report to the Governor, the Legislature, and the Legislative Analyst's Office: Standardized Testing and Reporting Program: Annual Report to the Legislature

Prepared by:

Assessment Development and Administration Division
District, School, and Innovation Branch

June 2013

Description: Annual update on the Standardized Testing and Reporting Program

Authority: California *Education Code* Section 60604(b)

Recipient: The Governor, the Legislature, and the Legislative Analyst's Office

Due Date: March 1, 2013

California Department of Education

Report to the Governor, the Legislature, and the Legislative Analyst's Office:
Standardized Testing and Reporting Program:
Annual Report to the Legislature

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California Department of Education

Report to the Governor, the Legislature, and the Legislative Analyst's Office:
Standardized Testing and Reporting Program:
Annual Report to the Legislature

Executive Summary

California *Education Code* Section 60604(b) requires the State Superintendent of Public Instruction to develop and annually update for the Legislature a five-year cost projection, implementation plan, and timetable for implementing the Standardized Testing and Reporting (STAR) Program.

The **Program Information** section of this report provides general background information regarding the STAR Program. The **STAR Program Update** section of this report provides a brief discussion of changes made to the STAR Program during 2012.

The **Reauthorization of the Statewide Assessment System** section of this report provides information regarding legislative intent that the reauthorization of the statewide assessment system conform to the reauthorization of the federal Elementary and Secondary Education Act and include assessments aligned to the Common Core State Standards (CCSS) and identifies available resources that provide information about activities related to the CCSS and the development of new CCSS-aligned assessments.

The **Superintendent Recommendation for 2014 STAR Program Test Administration** and **Transition Activities in Current STAR Contract** sections of this report describe proposed and current activities to assist in the transition to a new assessment system.

The **Cost Projections** section provides information on projected STAR contract and local educational agency apportionment costs through the July 1, 2014, inoperative date and subsequent January 1, 2015, repeal date for the STAR Program.

The **Timeline** section provides the overlapping contract activities that will occur each fiscal year for the 2013 and 2014 test administrations of the STAR Program.

If you have any questions regarding this report, please contact John Boivin, Administrator, STAR Program Office, by phone at 916-319-0575 or by e-mail at jboivin@cde.ca.gov.

You will find this report on the California Department of Education STAR Web page at http://www.cde.ca.gov/ta/tg/sr/documents/star2013legrpt.doc. If you need a copy of this report, please contact John Boivin.

California Department of Education

Report to the Governor, the Legislature, and the Legislative Analyst's Office:
Standardized Testing and Reporting Program:
Annual Report to the Legislature

Program Information

This report provides information about the Standardized Testing and Reporting (STAR) Program as it relates to California *Education Code* (*EC*) Section 60604(b), which requires the submission of an annual report to the California State Legislature. *EC* Section 60604(b) states:

> The superintendent shall develop and annually update for the Legislature a five-year cost projection, implementation plan, and timetable for implementing the program described in subdivision (a). The annual update shall be submitted on or before March 1 of each year to the chairperson of the fiscal subcommittee considering budget appropriations in each house. The update shall explain any significant variations from the five-year cost projection for the current year budget and the proposed budget.

The Legislature established the STAR Program in 1997, per *EC* Section 60640, to measure how well local educational agencies (LEAs) provide instruction covering—and how well students in grades two through eleven in California public schools are achieving—the knowledge and skills identified in California's content standards in the subject areas of English–language arts (ELA), mathematics, science, and history–social science. *EC* Section 60642.5 required the California Department of Education (CDE), with the approval of the State Board of Education (SBE), to develop tests aligned with the adopted California content standards. The ELA and mathematics content standards were adopted by the SBE in 1997. The science and history–social science content standards were adopted in 1998. **Note**: While the STAR Program is based on the ELA and mathematics standards adopted in 1997, the Common Core State Standards (CCSS) for ELA and mathematics were adopted in by the SBE in 2010 and will be the basis for future assessments. The STAR Program was last reauthorized in 2004. The STAR Program inoperative date is now July 1, 2014, with a subsequent repeal date of January 1, 2015.

The STAR Program is the cornerstone of the current statewide pupil assessment system. The purposes of the STAR tests are to (1) provide individual student results to students, parents/guardians, and teachers; (2) produce school-, district-, and county-level results for grades two through eleven that allow the state to monitor, by means of the Academic Performance Index (API), schools' progress toward meeting state performance targets; and (3) produce results that allow the federal government to monitor the Adequate Yearly Progress (AYP) of schools and LEAs toward meeting the accountability targets of the federal Elementary and Secondary Education Act (ESEA). Under the requirements of the ESEA, all states accepting Title I federal funds for use by

LEAs must assess students in reading/language arts and mathematics in grades three through eight and once in grades ten through twelve and in science once during each of three specified grade spans: grades three through five, six through nine, and ten through twelve. STAR tests are used to meet ESEA requirements.

All contracts for the development, purchase, or administration of the STAR Program tests are subject to approval by the SBE. The STAR Program test blueprints specifying the standards and number of items to be tested on each standard included in the tests are developed by testing contractors, reviewed by content experts, and approved by the SBE. The performance levels used in the STAR Program (i.e., advanced, proficient, basic, below basic, and far below basic) and the cut scores used to identify students' performance levels for the STAR Program tests are all approved by the SBE.

The STAR Program currently consists of four separate assessment components covering various subjects and administered annually to approximately 4.7 million students in grades two through eleven. The current four components are as follows:

- The California Standards Tests (CSTs): Measuring students' achievement of California's content standards in the subjects of ELA, mathematics, science, and history–social science. The CSTs are administered in English.
- The California Modified Assessment (CMA): An alternate assessment measuring students' achievement of California's content standards on the basis of modified achievement standards in the subjects of ELA, mathematics, and science for eligible pupils with disabilities who have an individualized education program (IEP) and meet the CMA eligibility criteria adopted by the SBE. The CMA is administered in English.
- The California Alternate Performance Assessment (CAPA): An alternate assessment measuring students' achievement of California's content standards in the subjects of ELA, mathematics, and science. The CAPA is for students with an IEP who have significant cognitive disabilities and who are unable to take the CSTs with the appropriate accommodations and/or modifications and/or the CMA with the appropriate accommodations. The CAPA is administered in the same language used to provide instruction to the student.
- The Standards-based Tests in Spanish (STS): Measuring students' achievement of California's content standards for ELA that address reading/language arts and California's content standards for mathematics. The STS are administered in Spanish to Spanish-speaking English learners (ELs) who either receive instruction in Spanish or who have been enrolled in school in the United States for less than 12 months. Those students also are administered the CSTs and/or the CMA in English. At the option of the school district, schools also can use the STS to test Spanish-speaking ELs who have been in a United States school for 12 months or more and who are not receiving instruction in Spanish. Per *EC* Section 60640.2, enacted in 2012, the SBE has approved allowing LEAs the

option to test non-ELs in dual language immersion programs with the STS, at the cost of the LEA, beginning with the 2013 test administration.

It is important to note that the STS is not simply a translation or transadaptation of the CSTs into Spanish. Although the STS shares the same test blueprint with the CSTs, the STS follows an independent procedure for test development and establishment of performance levels.

Table 1 shows the STAR Program assessments by grade and/or content area and indicates their use for state or federal accountability purposes. The table also indicates the specific CSTs augmented for use as part of the voluntary Early Assessment Program (EAP) administered in collaboration with The California State University (CSU), with results made available to California Community Colleges, if they so choose, to assess the college readiness of students in grade eleven. You can find more information regarding the STAR Program on the CDE STAR Web page at http://www.cde.ca.gov/ta/tg/sr/.

Table 1. STAR Assessments by Grade and/or Content Area

Grade and/or Content Area	Used for Federal Accountability: Title I or Title III	Used in State Accountability
STAR Grade-Level Assessments		
Grade 2 ELA and Mathematics (CST and CAPA)	X	X
Grade 3 ELA and Mathematics (CST, CMA, and CAPA)	X	X
Grade 4 ELA and Mathematics (CST, CMA, and CAPA)	X	X
Grade 5 ELA, Mathematics, and Science (CST, CMA, and CAPA)	X	X
Grade 6 ELA and Mathematics (CST, CMA, and CAPA)	X	X
Grade 7 ELA and Mathematics (CST, CMA, and CAPA)	X	X
Grade 8 ELA and Science (CST, CMA, and CAPA)	X	X
Grade 8 Mathematics (CAPA)	X	X
Grade 8 History–Social Science (CST)		X
Grade 9 ELA (CST, CMA, and CAPA)		X
Grade 9 Mathematics (CAPA)		X
Grade 10 ELA (CST and CMA)		X
Grade 10 ELA, Mathematics, and Science (CAPA)	X	X
Grade 10 Life Science (CST and CMA)	X	X
Grade 11 ELA (CST, CMA, CAPA, and EAP*)		X
Grade 11 Mathematics (CAPA)		X
Grade 11 U.S. History (CST)		X
STAR Grade-Level Primary Language Assessments		
Grade 2 Reading/Language Arts (RLA) and Mathematics (STS		
Grade 3 RLA and Mathematics (STS)		
Grade 4 RLA and Mathematics (STS)		
Grade 5 RLA and Mathematics (STS)		

*The EAP is an augmentation of specific CSTs in collaboration with The California State University

Table 1. STAR Assessments by Grade and/or Content Area (*cont.*)

Grade and/or Content Area	Used for Federal Accountability: Title I or Title III	Used in State Accountability
STAR Grade-Level Primary Language Assessments (*cont.*)		
Grade 6 RLA and Mathematics (STS)		
Grade 7 RLA and Mathematics (STS)		
Grade 8 RLA and Mathematics (STS)		
Grade 9 RLA and Mathematics (STS)		
Grade 10 RLA and Mathematics (STS)		
Grade 11 RLA and Mathematics (STS)		
STAR End-of-Course Assessments		
Algebra I (CST and CMA)	X (grades 7 and 8)	X
General Mathematics (CST)	X (grade 8)	X
Geometry (CST and CMA)	X (grade 8)	X
Algebra II (CST and EAP*)		X
Summative High School Mathematics (CST and EAP*)		X
Integrated Mathematics 1 (CST)		X
Integrated Mathematics 2 (CST)		X
Integrated Mathematics 3 (CST)		X
Biology (CST)		X
Chemistry (CST)		X
Earth Science (CST)		X
Physics (CST)		X
Integrated/Coordinated Science 1 (CST)		X
Integrated/Coordinated Science 2 (CST)		X
Integrated/Coordinated Science 3 (CST)		X
Integrated/Coordinated Science 4 (CST)		X
World History (CST)		X
STAR Primary Language End-of-Course Assessments		
Algebra I (STS)		
Geometry (STS)		

*The EAP is an augmentation of specific CSTs in collaboration with The California State University.

No further STAR Program tests or test items are planned for development. Absent reauthorization, the final STAR Program test administration will be in the spring of 2014 with the final technical reports and remaining contract tasks to be completed by December 2014.

Standardized Testing and Reporting Program Update

In 2012, the SBE approved an amendment to the current STAR Program contract with Educational Testing Service (ETS) to extend the contract period for one year to cover the 2014 test administration (not to exceed the scope of work tasks and costs approved for the 2013 test administration).

The SBE also approved the elimination of all new CST item development for the 2013 and 2014 test administrations, and previously administered (pre-equated) forms from different administrations will be used. The planned use of pre-equated forms will enable a quicker turnaround time of student-level CST scores in 2013, and LEAs will receive student-level CST scores as part of a secure electronic file as soon as two weeks after they return all testing materials to ETS for scoring. These early reports will provide preliminary scores for individual students in an electronic format but will not include state-, county-, or district-level aggregate reports or any paper reports. LEAs will continue to receive paper reports for all the STAR tests, including STAR Student Reports, which are to be forwarded to parents or guardians. All paper reports will be provided to LEAs by August 8 per *EC* Section 60641(b).

To bolster test security, on-site test site security audits and the mark discrimination report process were reinstated in the STAR Program contract beginning with the 2012 test administration. These two activities were eliminated from the STAR contract for the 2009 through 2011 test administrations as part of the budget reductions per the 2009 Budget Act and approved by the Department of Finance. Annual security audits are conducted at selected test sites throughout the state by ETS. Audits are performed before, during, and after test administration to monitor how closely the required procedures were followed and to document any issues that were observed. ETS will also complete a mark discrimination analysis (erasure analysis) after each administration to determine whether there are any significant irregularities in the student response patterns and will report the findings to the CDE. The contractor measures the extent to which a response was erased and changed to a different answer. By tracking instances where the number and pattern of student erasures greatly exceed normal ranges, the State can identify specific classrooms where an irregularity may have occurred. The CDE notifies district superintendents in October of each year if the erasure analysis indicates a potential testing irregularity in schools in their district and requests that the district conduct an investigation to determine the causes of the excessive erasures and submit a response to the CDE.

As a first step toward utilizing a single source of data for LEAs, beginning with the 2013 test administration, California Longitudinal Pupil Achievement Data System (CALPADS) Fall 1 enrollment will replace student demographic information for assessment and accountability purposes. LEAs will no longer be required to provide California Basic Educational Data System (CBEDS) enrollment information previously collected through STAR answer documents or pre-identification services. STAR answer documents and data systems have been modified to implement this change.

In 2012, Assembly Bill (AB) 1521 was chaptered by Governor Edmund G. Brown Jr., adding *EC* Section 60640.2 into law allowing the CDE, subject to the approval of the SBE, to make available to LEAs any STAR primary language test developed per *EC* Section 60640(f) for students who are enrolled in a dual language immersion program and who are either nonlimited English proficient or redesignated fluent English proficient. The STS is the only primary language test developed per *EC* Section

60640(f). An LEA that chooses to administer the primary language assessment pursuant to *EC* Section 60640.2 will do so at its own expense and will enter into an agreement for that purpose with the state testing contractor, ETS. The cost for the assessment will be the same for all LEAs and will not exceed the marginal cost of the assessment including any cost the CDE incurs in implementing *EC* Section 60640.2. In January 2013, the SBE approved providing LEAs the option to administer the STS to non-EL students in dual language immersion programs at the cost of the LEA. ETS is taking steps to implement this new law for the 2013 test administration.

In 2012, an independent alignment study of the CMA was conducted by Data Recognition Corporation to satisfy the U.S. Department of Education (ED) peer review requirement that California provide independent evidence of alignment between the assessments used to calculate AYP and the content standards on which those assessments are based. The alignment study can be found on the CDE STAR Technical Reports Web page at http://www.cde.ca.gov/ta/tg/sr/technicalrpts.asp.

Reauthorization of Statewide Pupil Assessment System

This report addresses only the STAR Program as currently configured in state law through its final test administration in 2014. Per *EC* Section 60601, the STAR Program shall become inoperative on July 1, 2014, and as of January 1, 2015, is repealed unless a later enacted statute that is enacted before January 1, 2015, deletes or extends the dates on which it becomes inoperative and is repealed. In 2010, *EC* Section 60604.5 was added to state law addressing the intent of the Legislature regarding the reauthorization of the statewide pupil assessment system; these include that future assessments must conform to assessment requirements of any reauthorization of the federal ESEA or any other federal law that effectively replaces ESEA and align with Common Core State Standards (CCSS) with at least 85 percent of items to address the CCSS.

In August 2010, the SBE adopted the CCSS for ELA and mathematics as proposed by the California Academic Content Standards Commission. You can find information about the CCSS on the CDE CCSS Resources Web page at http://www.cde.ca.gov/ci/cc/.

In June 2011, California joined the Smarter Balanced Assessment Consortium (SBAC) as a governing state. The SBAC is a national consortium of 25 states working collaboratively to develop a student assessment system aligned to the CCSS. The SBAC focus is on assessing students annually in grades three through eight in ELA and mathematics and once in grades ten through twelve under current federal requirements. You can find information regarding the SBAC on the CDE SBAC Web page at http://www.cde.ca.gov/ta/tg/sa/smarterbalanced.asp.

In September 2012, California joined the National Center and State Collaborative (NCSC) consortium as a Tier II state in the development of an assessment for students with an IEP who have a significant cognitive disability (the student population currently taking the CAPA as part of the STAR Program). A Tier II state will only receive materials after they have been shaped into proposed final form. The feedback of Tier II states will help to refine the products for future use. The CDE's Assessment Development and Administration Division and Special Education Division are working collaboratively on this project to provide support and information to the field and to work with the NCSC. The use of any NCSC assessments developed would require approval by the State Superintendent of Public Instruction (SSPI) and the SBE. You can find information regarding the NCSC on the NCSC Web site at http://www.ncscpartners.org/.

EC Section 60604.5 also directed the SSPI to consult with specific stakeholders to develop recommendations, including a transition plan, on the reauthorization of California's pupil assessment system. You can find the SSPI's recommendation report and transition plan, *Recommendations for Transitioning California to a Future Assessment System*, on the CDE Statewide Pupil Assessment System Web page at http://www.cde.ca.gov/ta/tg/sa/ab250.asp.

Superintendent Recommendation for 2014 Standardized Testing and Reporting Program Test Administration

As part of the *Recommendations for Transitioning California to a Future Assessment System* discussed above, the SSPI recommends, beginning in the 2013–14 school year, to suspend all STAR Program assessments that are not required to meet ESEA requirements or used in the EAP. The following STAR assessments required for the ESEA would continue to be administered until the new SBAC, alternate, and science assessments are fully developed and implemented:

- CST/CMA/CAPA in ELA in grades three through eight
- CST/CMA/CAPA in mathematics in grades three through seven
- CST General Mathematics and CST/CMA Algebra I, CST/CMA Geometry, CST Algebra II, CST Integrated Mathematics 1, 2, and 3 end of course assessments in grade eight
- CST/CMA/CAPA in science in grades five, eight, and ten
- CAPA in ELA and mathematics in grade ten

The SSPI also recommends, for the purpose of continuing the highly successful EAP, to allow schools to offer the following STAR Program assessments to meet the EAP requirements. These would include the following assessments for students in grade eleven only:

- Grade 11 CST in ELA
- CST Algebra II
- CST High School Summative Math

Because the EAP des not use all CST items on the above assessments as part of the scoring of EAP results, it is anticipated that the above tests will utilize a single answer document and test booklet that will include only those CST items used in EAP scoring along with the additional EAP questions, thus, reducing testing time for the EAP. The cost savings derived from the EAP utilizing the STAR management system for ordering, delivery, return of materials, reporting of scores, etc., will continue.

The SSPI recommends adjusting API calculations and reporting to accommodate suspension of any assessments. Suspending assessments and adjusting API reporting in this way will allow staff and stakeholders to focus attention, efforts, and resources on building a new assessment and accountability system.

Assembly Member Susan Bonilla has authored Assembly Bill 484, the SSPI's sponsored bill to implement the SSPI recommendations. One of the benefits of the suspension would be to use the potential cost savings for planning and facilitation of the transition to new assessments and to further the development and/or acquisition of new assessments, particularly in the areas of math and science where there may be greater urgency. Table 2 presents the cost savings that are anticipated from the SSPI's proposal to suspend grade-level and end-of-course tests. The savings are broken down into contract savings and non-contract savings.

Table 2. Anticipated Savings from State Superintendent of Public Instruction Proposal to Suspend Assessments

Assessment/Apportionment to be Suspended	Anticipated Reductions
Anticipated Contract Savings for 2014 Test Administration: Across 2012–13, 2013–14, and 2014–15 fiscal years (FY):	
California Standards Tests (CSTs)	$ 4,081,000
California Alternate Performance Assessment (CAPA)	$ 287,000
California Modified Assessment (CMA)	$ 329,000
Standards-Based Tests in Spanish (STS)	$ 3,665,000
Transition Program Activities (one-time expenditure)	$ 2,080,000
CMA Item Development	$ 198,000
CAPA Item Development	$ 165,000
STS Item Development (included above)	$ -
10% Administrative & Project Management Reductions	$ 542,000
Contract Savings Subtotal:	**$ 11,347,000***

Table 2. Anticipated Savings from State Superintendent of Public Instruction Proposal to Suspend Assessments (continued)

Assessment/Apportionment to be Suspended	Anticipated Reductions
Potential Reduction in Apportionments to Local Educational Agencies: to be disbursed in FY 2014–15 from the 2014–15 FY appropriation for the 2014 Test Administration:	
Grade two testing (all subjects for CSTs/CAPA/CMA)	$ 1,200,000
Grade nine testing (all subjects for CSTs/CAPA/CMA)	$ 1,250,000
Grade eleven testing (all subjects for CSTs/CAPA/CMA)	$ 1,200,000
STS grades two through eleven (all subjects)	$ 100,000
Apportionment Subtotal:	**$ 3,750,000**
Total Savings:	**$ 15,097,000**

***Note**: Current total contract costs for the 2013 test administration is $53.4 million.

Transition Activities in Current Standardized Testing and Reporting Contract

In 2012, the CDE recommended and the SBE approved an ETS contract amendment proposal that included the following activities to assist in the transition to a new assessment system. The STAR contract was amended to include the following activities:

- Standards Crosswalks for CST and CAPA

  For ELA and mathematics, ETS staff with expertise in both the CCSS adopted in 2010 and the California content standards (adopted in 1997 and 1998) will compare the two sets of standards to create standards crosswalks for both the CST and the CAPA to determine which specific current California content standards assessed align with the CCSS. The final version of the crosswalks will be presented to the CDE and will be used as the basis for alternate blueprint recommendations discussed below.

- Recommendations for Possible Alternate Blueprints for CST and CAPA

  Based on the results of the standards crosswalks discussed above, ETS will make recommendations for the development of alternate CST and CAPA blueprints that align with the CCSS for possible use for the 2014 test administration or as part of the reauthorization of the STAR Program beyond 2014. These alternate blueprints may include any standards that would be appropriate for assessment on a large-scale summative test and for which there are existing items. After review by CDE staff and by a panel of educators, the alternate CST blueprints may be presented to the SBE for discussion and approval.

- CST Item Bank Alignment to the CCSS

  After the standards crosswalks have been finalized, ETS will review the California electronic item bank to determine the number of viable ELA and mathematics items for the CST that align to the CCSS. ETS will convene assessment review panels to review and validate the proposed alignments.

- Try-out of Computer-Based Testing Environment for CSTs for Science

  ETS administered a computer-based testing (CBT) Try-out October 1–12, 2012. The CBT Tryout was not part of the STAR Program testing and scores were not used as part of assessment reports or for accountability purposes. The CBT Try-out gave LEAs an opportunity to provide feedback on the CBT experience and for California to apply any lessons learned well in advance of changes in test administration that may come in 2015. ETS designed three new online science tests based on the new science frameworks in grades five, eight, and Biology. Students were selected from LEAs representing the demographics of California. ETS also recruited LEAs that represented the spectrum of technology readiness. The results of the CBT Try-out were shared with the SBE as part of a May 2013 SBE agenda item.

- Proposal for Paperless Aggregate Reporting

  ETS conducted focus groups with LEAs in 2012 to obtain feedback on features and functionality of a paperless aggregate reporting system. Based on the results of those focus groups, as well as exploring aggregate reporting functions that may be made available through the CALPADS, the CDE may opt to use the ETS Data Manager tool for the 2013 STAR test administration to deliver results and data to LEAs. The ETS Data Manager for California STAR is an interactive data analysis tool that presents STAR results data in a variety of views including lists, tables and charts. If the CDE opts to use the ETS Data Manager tool, users will be able to create their own ad hoc reports, view and print the reports, and download data for import into other programs such as student information systems.

  This method of delivery may replace paper reports and compact discs with the exception of STAR Student Reports, which are required by state regulations. Student labels and two copies of the individual Student Reports will continue to be sent to LEAs.

The contract savings from the suspension of item development for the 2013 and 2014 test administrations offset the costs for these new transition tasks as well as providing an opportunity to expedite the receipt of preliminary results to LEAs by eliminating post-equating scoring activities that will no longer be necessary with the reuse of previously administered (previously equated) test forms.

Cost Projections

The annual budget appropriation for the STAR Program provides funding for the following two activities:

- Contract costs—The appropriation from each fiscal year funds the overlapping contract activities for multiple separate test administrations. For example, in fiscal year 2013–14, costs will be incurred to score and report the 2013 test administration; complete test production, delivery, collection, and administration activities for the final STAR 2014 test administration; fund estimated costs for start-up activities for a 2015 test administration as proposed in the *Recommendations for Transitioning California to a Future Assessment System*; and fund estimated costs for proposed start-up activities for a 2015 administration of the SBAC assessments.
- LEA apportionment costs—Apportionments to LEAs are made after the completion of each test administration to reimburse districts for the costs associated with the STAR Program that are above and beyond the CDE's statewide contract with test contractors. The amount to be apportioned per district is based on the actual number of student answer documents completed and returned for scoring. STAR apportionments reimburse districts for staffing costs, including the district STAR coordinator and the STAR test site coordinators, staff training, and other staff expenses related to testing; testing-related expenses incurred at the LEA level and test site level; transportation costs for delivering and retrieving tests and test materials within the LEA; and costs associated with the pre-identification of answer sheets and consumable test booklets and other activities intended to provide the complete and accurate data required per state regulations.

Projected Annual Costs

Table 3 shows the projected annual fiscal year costs (represented in millions) based on the STAR Program continuing as currently configured in state law through the STAR Program inoperative date of July 1, 2014, and repeal date of January 1, 2015.

Table 3. Projected Annual Fiscal Year Costs

Fiscal Year	Test Administrations	Contract Costs	LEA Apportionments	Total STAR Costs
2012–13	2012, 2013, and 2014	$53.6 million	$12.4 million	$66.0 million
2013–14	2013 and 2014	$51.0 million	$12.4 million	$63.4 million
2014–15	2014	$9.6 million*	$12.4 million**	$22.0 million

*Costs for remaining scoring and reporting tasks for the 2014 test administration.

**The 2014 LEA apportionment reimbursements will be disbursed to LEAs in fiscal year 2014–15 after completion of scoring and reporting of the 2014 test administration in August 2014.

There will be a one-year overlap of the current contract tasks to administer and report the 2013 test administration and the scope of work tasks for the final 2014 test administration. In addition, the tasks related to the administration of the SBAC assessments and/or the proposed future assessment system in 2015 will overlap the tasks for the final 2014 STAR test administration. Projected costs for the proposed new assessment system and administration of SBAC assessments are not included in this report. See the SSPI's recommendation report and transition plan, *Recommendations for Transitioning California to a Future Assessment System*, on the CDE Statewide Pupil Assessment System Web page at http://www.cde.ca.gov/ta/tg/sa/ab250.asp for a proposed statewide assessment system for 2015 and beyond.

Both AB 484 and the 2013–14 budget bill would address the suspension of the STAR assessments. If a budget bill that includes the suspension language is passed, savings would occur immediately upon signing. If not, and AB 484 is passed without an urgency clause and is enacted on January 1, 2014, contractor work to construct and print the tests proposed for suspension would have already been completed. The estimated contract savings would be from the 2014 test administration tasks for the delivery, collection, and scoring of the suspended tests. The projected STAR contract costs provided to the Department of Finance for fiscal year 2013–14 included costs for all current STAR assessments to continue at the same cost rates negotiated for the 2013 test administration.

Projected Contract Costs

EC Section 60643 stipulates that the CDE develop and the SBE approve the STAR contract and allows the STAR contract to be developed through negotiations with the testing contractor. The CDE utilizes a competitive request for submissions (RFS) process to recommend a contractor to the SBE for designation. The current STAR contract was awarded by the SBE to ETS in 2006 for the 2007 through 2009 test administrations. The contract was extended by the SBE in 2008 to add the 2010 and 2011 test administrations, in 2010 to add the 2012 and 2013 test administrations, and in 2012 to add the final 2014 test administration. The current STAR contract ends December 31, 2014, and covers work through the 2014 test administration and activities to assist in the transition to a new assessment system.

As a condition of extending the contractor agreement, ETS was required to carry out the following:

1. Absorb the costs of administering the grade four writing components of the ELA assessments for both the CST and the CMA for the 2011, 2012, 2013, and 2014 test administrations without making any offsetting contract savings per provisions in the 2010 Budget Act.

2. Absorb the costs of developing a longitudinal student growth measure without making any offsetting contract savings per provisions in the 2010 Budget Act.
3. Reduce the costs for the 2011–12 fiscal year to $53.6 million per negotiations held between the Department of Finance staff and ETS.
4. Absorb the one-time costs to field test writing prompts in 2011 for the grade four and grade seven components of the ELA assessments for both the CST and the CMA per negotiations with the CDE.
5. Provide external new item and task reviews in a secure manner though electronic "live meeting" technology at no cost to the state in response to the SBE's desire to retain the ARPs and the content reviews that were cut as part of the 2009–10 categorical budget reductions.

Projected Local Educational Agency Apportionment Costs

The STAR LEA apportionment costs are funded under a separate Assessment Apportionments schedule in the annual Budget Act that includes funding for apportionments to LEAs for the STAR Program, the CAHSEE, and the CELDT. The proposed 2013–14 Budget Act language provides that the amount appropriated may be used to pay 2012–13 (the 2013 test administration) and previous-year assessment apportionment costs. It is anticipated that the 2014–15 Budget Act language would fund the 2013–14 (the final 2014 test administration) apportionment costs. State testing apportionments are not paid to LEAs until the following fiscal year after all test answer documents have been processed by the contractor and the final number of students tested has been certified by the LEAs. The projected apportionment costs are based on the estimated student enrollment in grades two through eleven to be tested with the CSTs, CMA, or CAPA and the estimated number of Spanish-speaking ELs in those grades to be tested with the STS in addition to the CSTs or CMA.

Timeline

Table 4, on the following page, provides information on the activities that are a part of each current STAR test administration cycle (before, during, and after testing) and the projected costs per fiscal year for the overlapping test administration cycles. Table 5 on page 15 provides information on activities for the 2013 and 2014 test administrations.

Table 4. Standardized Testing and Reporting Program Timeline

Fiscal Year 2010–11	Fiscal Year 2011–12	Fiscal Year 2012–13	Fiscal Year 2013–14	Fiscal Year 2014–15
2012 Before Testing: Technical Assistance Center/Help Desk (customer service) ----------> Item Development and Item Reviews; Test Forms Construction; Answer Document Construction; Coordinator Security Affidavits; Coordinator Manuals; Pretest Workshops/Materials; Pre-ID and Ordering Workshops; Test Materials Delivery	During Testing: Test Security Checks; Administration of: CSTs, CAPA, CMA, STS	After Testing: Collection of Materials; Test Processing; Scoring; Test Results to LEAs; Test Results to CDE; Item Bank; Analysis of Results; Technical Report		
	2013 Before Testing: Technical Assistance Center/Help Desk (customer service) ----------> Test Forms Selection; Answer Document Construction; Coordinator Security Affidavits; Coordinator Manuals; Pretest Workshops/Materials; Pre-ID and Ordering Workshops; Test Materials Delivery	During Testing: Test Security Checks; Administration of: CSTs, CAPA, CMA, STS	After Testing: Collection of Materials; Test Processing; Scoring; Test Results to LEAs; Test Results to CDE; Item Bank; Analysis of Results; Technical Report	
		2014 (Only assessments required for ESEA or EAP) Before Testing: Technical Assistance Center/Help Desk (customer service) ----------> Test Forms Selection; Answer Document Construction; Coordinator Security Affidavits; Coordinator Manuals; Pretest Workshops/Materials; Pre-ID and Ordering Workshops; Test Materials Delivery	During Testing: Test Security Checks; Administration of: CSTs, CAPA, CMA, STS	After Testing: Collection of Materials; Test Processing; Scoring; Test Results to LEAs; Test Results to CDE; Item Bank; Analysis of Results; Technical Report
			2015 Before Testing: New STAR (Requires Reauthorization) ----------	During Testing: ---------->
				SBAC Administration ---------->
				2016 Before Testing: New STAR -------->
$53.6 million **$12.4 million**	**$53.6 million** **$12.4 million**	**$53.6 million** **$12.4 million**	**$51.0 million*** **$12.4 million*** **New STAR: Unknown**	**$9.6 million** **$12.4 million** **New STAR: Unknown** **SBAC**: Unknown**
$66.0 million	**$66.0 million**	**$66.0 million**	**$63.4 million**	**$22.0 million**

Legend:

CSTs: California Standards Tests (English–language arts [ELA], mathematics, history–social science, and science)
CAPA: California Alternate Performance Assessment (ELA, mathematics, and science)
CMA: California Modified Assessment (ELA, mathematics, and science)
STS: Standards-based Tests in Spanish (reading/language arts and mathematics)

*Possible savings of aproximately $5.8 million in contract costs and $3.7 million in reduced apportionment funded need if only assessments required for ESEA or EAP are administered.
**SBAC assessments will be administered only in grades three through eight and in grade eleven.

Table 5. Standardized Testing and Reporting Program: 2013 and 2014 Test Administrations

Fiscal Year 2011–12	Fiscal Year 2012–13	Fiscal Year 2013–14	Fiscal Year 2014–15

2013 Administration

Before Testing	During Testing	After Testing
Technical Assistance Center/Help Desk (customer service) ---------->		
Test Forms Selection	Test Security Checks	Collection of Materials
Answer Document Construction	Administration of:	Test Processing
Coordinator Security Affidavits	CSTs	Scoring
Coordinator Manuals	CAPA	Test Results to LEAs
Pretest Workshops/Materials	CMA	Test Results to CDE
Pre-ID and Ordering Workshops	STS	Post-Test Workshops
Test Materials Delivery		Item Bank
		Analysis of Results
		Technical Report

2014 Administration (Only those assessments required for ESEA or EAP)

Before Testing	During Testing	After Testing
Technical Assistance Center/Help Desk (customer service) ---------->		
Test Forms Selection	Test Security Checks	Collection of Materials
Answer Document Construction	Administration of:	Test Processing
Coordinator Security Affidavits	CSTs	Scoring
Coordinator Manuals	CAPA	Test Results to LEAs
Pretest Workshops/Materials	CMA	Test Results to CDE
Pre-ID and Ordering Workshops	STS	Post-Test Workshops
Test Materials Delivery		Item Bank
		Analysis of Results
		Technical Report

Legend:

CSTs: California Standards Tests (English–language arts [ELA], mathematics, history–social science, and science)
CAPA: California Alternate Performance Assessment (ELA, mathematics, and science)
CMA: California Modified Assessment (ELA, mathematics, and science)
STS: Standards-based Tests in Spanish (reading/language arts and mathematics)

California Department of Education

Report to the State Board of Education, Department of Finance, and State Legislature:

Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments as Required by *Education Code* Section 60648.5

Prepared by:

Assessment Development and Administration Division
Educational Data Management Division
District, School, and Innovation Branch

OCTOBER 2014

Description:	Report and recommendations on school, district, and state level readiness for the full operational administration of Smarter Balanced summative assessments
Authority:	California *Education Code* Section 60648.5
Recipient:	Legislature
Due Date:	October 1, 2014

California Department of Education
Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments as Required by *Education Code* Section 60648.5

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California Department of Education
Report and Recommendations for the Full Implementation of Smarter Balanced Summative Assessments as Required by *Education Code* Section 60648.5

Executive Summary

California *Education Code* (*EC*) Section 60648.5 requires that the first full administration of assessments aligned with the Common Core State Standards (CCSS) (i.e., the Smarter Balanced Summative Assessments) for English-language arts (ELA) and mathematics shall occur in the 2014–15 school year unless the State Board of Education (SBE) determines that the assessments cannot be fully implemented. *EC* Section 60648.5 also requires that the CDE provide the SBE, Department of Finance (DOF), and appropriate fiscal and policy committees of the Legislature with a report and recommendations on or before October 1, 2014, regarding how local educational agencies (LEAs) are progressing toward the implementation of a technology-enabled assessment system and the extent to which the Smarter Balanced computer-adaptive summative assessments can be fully implemented. Based on the information contained in this report, the SBE must determine whether the state shall fully implement the Smarter Balanced Summative Assessments for ELA and mathematics in grades three through eight, inclusive, and grade eleven for the 2014–15 school year.

The newly enacted *EC* Section 60640 required the statewide administration of the Smarter Balanced Field Test in 2013−14 (Field Test). The strategic use of the Field Test to help California LEAs transition from a paper-pencil system to a technology-enabled assessment system was further supported by the legislative suspension of the Field Test results for state and federal accountability purposes. To address the requirements of *EC* Section 60648.5, the CDE, in collaboration with contractors and Senior Assessment Fellows, conducted a wide variety of activities to support and prepare LEAs for the spring 2014 Field Test administration. Through these activities, the CDE evaluated LEAs' technology progress as well as the state's readiness to fully implement the Smarter Balanced Summative Assessments in spring 2015.

The CDE, after considering the findings, made the following commendations and recommendations:

- The CDE commends the Governor, State Legislature, DOF, and SBE for their continuing actions to help California transition to its new assessment system. From the adoption of the CCSS to the passage of Assembly Bill (AB) 484 to the appropriation of funding for CCSS and technology for LEAs, the ongoing collaboration of California's leaders and policymakers has been significant. These actions reflect a strong, continuing commitment to the establishment of a sound, credible, and high-quality new assessment system for the state.

- The CDE also commends LEAs, schools, parents/guardians, students, educational organizations, and other stakeholders for their immense

contributions and hard work to prepare for and successfully administer the spring 2014 Field Test in California. Across the state, local organizations and educational communities were deeply involved in preparing technologically and administratively for the Field Test, reflecting a strong commitment of local educators and groups to establish the new assessment system.

- The CDE concurs with the collective findings regarding LEAs' progress toward implementing technology-enabled assessments as well as the extent to which the Smarter Balanced computer-adaptive summative assessments can be fully implemented in 2015 and makes the following recommendations:

    1. Administer the Smarter Balanced technology-enabled summative assessments in spring 2015. Provide the Smarter Balanced paper-pencil assessments to those schools that lack the necessary broadband connectivity for online testing or are unable to administer the braille version online, and encourage those LEAs to develop a plan to overcome these barriers by the 2016–17 school year.

    2. Continue to provide professional development and training for:

        a. CCSS aligned instruction and assessment,
        b. Alignment of classroom and assessment accessibility supports, and
        c. Administration of the Smarter Balanced Summative Assessments.

    3. Provide ongoing support to LEAs that experience technology-related barriers, including information about resources and technical support.

    4. Use the consortium technology-enabled summative assessment development and implementation, as a model, to guide the development and implementation of a computer-based alternate assessment that is aligned with the CCSS in ELA and mathematics. The alternate assessment will be made available to all eligible students with significant cognitive disabilities who have an individualized education program (IEP).

These recommendations support California's continuing goal to provide the highest-quality assessment system that uses the most reliable and valid assessments possible for its teachers, students, schools, LEAs, and the state.

If you have any questions regarding this report, please contact Diane Hernandez, Director, Assessment Development and Administration Division, by phone at 916-319-0803 or by e-mail at CAASPP@cde.ca.gov. This report is also located on the CDE CAASPP Web page at http://www.cde.ca.gov/ta/tg/ca/.

Introduction

The purpose of this report is to meet the requirements of EC Section 60648.5 which requires the CDE to provide the SBE, Department of Finance (DOF), and appropriate fiscal and policy committees of the Legislature with a report and recommendations on or before October 1, 2014. The report and recommendations must describe how LEAs are progressing toward the implementation of a technology-enabled assessment system and the extent to which assessments that are aligned with the CCSS in ELA and mathematics can be fully implemented. Based on the information in this report, the SBE must determine whether the state shall fully implement the technology-enabled Smarter Balanced Summative Assessment in ELA and mathematics for grades three through eight, inclusive, and grade eleven for the 2014–15 school year. In addition, the SBE will use the information provided in this report to inform future deliberations regarding additional assessments that may be included in the comprehensive statewide technology-enabled assessment system (e.g., development of the alternate assessment and science assessment).

In order to "test the system" for implementation readiness for a technology-enabled assessment system, the spring 2014 Smarter Balanced Field Test (Field Test) was administered to all eligible students in grades three through eight, inclusive, and grade eleven (a much larger sample than that needed by Smarter Balanced for psychometric studies). To support LEAs with the transition from a paper-pencil system to a technology-enabled one, the CDE, in collaboration with contractors and Senior Assessment Fellows, conducted a wide variety of activities to support and prepare LEAs for the spring 2014 Field Test administration. Through these activities, the CDE evaluated LEA's technological progress as well as the state's readiness to fully implement the Smarter Balanced Summative Assessments in spring 2015. This report presents a summary of this information accompanied by detailed appendices for key information and data.

This report begins with a description of the background and context of the Smarter Balanced assessment system and its implementation timeline in Section 1. Section 2 describes the Field Test's dual purpose and design; preparations for the Field Test**;** and the data collection activities conducted before, during, and after the Field Test. In Section 3, the criteria, indicators, and evidence used to evaluate progress towards and readiness for a technology-enabled assessment system are presented. Section 3 also includes the issues that will need to be addressed for the operational assessment in 2014−15. Section 4 contains the presentation of the CDE's commendations and recommendations, based on the findings included in this report, for going forward with the full implementation of the technology-enabled assessments in 2014−15. Finally, the section ends with a list of preparations underway for the 2014−15 operational administration.

Note, for the purpose of this report, “technology-enabled” assessments include both computer-adaptive and computer-based assessments. The spring 2014 Smarter Balanced Summative Assessment Field Test was computer-based and not computer-adaptive. The 2014–15 Smarter Balanced Summative Assessment will be the operational computer-adaptive assessment. In addition, the CDE will explore options to continue to expand the statewide technology-enabled assessment system, such as, computer-based options for the alternate assessment and the science assessment.

Section 1: Background

The journey toward the implementation of Smarter Balanced assessments and a new statewide assessment program in California began in August 2010, when the SBE adopted the Common Core State Standards for ELA and mathematics. This landmark event was followed in June 2011, when California joined the Smarter Balanced Assessment Consortium (Smarter Balanced) as a governing state. With these steps taken and the state's Standardized Testing and Reporting (STAR) Program to sunset in 2014, the State Superintendent of Public Instruction (SSPI) made recommendations in January 2013 for transitioning to a new statewide assessment system. The SSPI's recommendations are located on the CDE Statewide Pupil Assessment System Web page at http://www.cde.ca.gov/ta/tg/sa/ab250.asp.

In October 2013, the Legislature and Governor passed AB 484 (Chapter 489, Statutes of 2013, subsequently enacted as California *EC* sections 60640 to 60649), which established California's new assessment system, the California Assessment of Student Performance and Progress (CAASPP) System, replacing the STAR Program on January 1, 2014. The work of the Governor, Legislature, SBE, and CDE reflects the collaboration and commitment of California's leaders and policymakers to move forward with its new statewide assessment system. The Field Test, which effectively began California's transition to the new technology-enabled assessment system, is the focus of this report.

2014–15 California Assessment of Student Performance and Progress (CAASPP) System

The goal of the CAASPP System is to provide assessments that can assist teachers, administrators, students and parents/guardians with a better understanding of college and career readiness. Further, the system will support this objective by promoting high-quality teaching and learning through the use of a variety of assessment approaches and item types. The assessments, where applicable and valid, will produce scores that can be aggregated and disaggregated for the purposes of federal and state accountability. Table 1 shows the assessments scheduled to be included in the CAASPP System for the 2014–15 school year, which will be the first school year of full implementation upon the SBE's approval of the recommendations found in this report. The assessments are to be administered in the spring of each school year.

Table 1. 2014–15 CAASPP System

Required Assessments for State and Federal Accountability Purposes	Smarter Balanced Summative Assessments: ELA and mathematics in grades three through eight and grade eleven
	California Standards Test for Science: Grades five, eight, and ten
	California Modified Assessment for Science: Grades five, eight, and ten
	California Alternate Performance Assessment (CAPA): Science in grades five, eight, and ten
	Alternative Assessment Field Testing: ELA and mathematics in grades three through eight and grade eleven
Optional Assessments	Early Assessment Program ELA and mathematics in grade eleven (anticipated to become available as part of the Smarter Balanced summative assessments in 2014–15)
	Standards-based Test in Spanish Reading/language arts in grades two through eleven for Spanish-speaking English learners who either receive instruction in Spanish or who have been enrolled in the U.S. for less than twelve months

The CAASPP System is one component of California's broad statewide assessment system, which, in addition to the CAASPP System, includes for 2014–15 the California English Language Development Test, California High School Exit Examination, California High School Proficiency Examination, High School Equivalency Tests, National Assessment of Educational Progress, and Physical Fitness Test. More information about the CAASPP System is located on the CDE CAASPP System Web page at http://www.cde.ca.gov/ta/tg/ca/; further information about California's broad assessment system is located on the CDE Testing Web page at http://www.cde.ca.gov/ta/tg/.

Smarter Balanced Assessment System in the CAASPP System

The Smarter Balanced assessment system includes three components: (1) summative assessments, (2) interim assessments, and (3) formative assessment practices. The primary goal of Smarter Balanced is to provide summative assessments that are valid, fair, and reliable and that provide accurate measurements of student performance. The computer-adaptive summative assessments are administered to all students who are not eligible for the alternative assessments in grades three through eight, inclusive, and grade eleven.

The Smarter Balanced assessment system's overarching goal is to ensure that all students leave high school prepared for postsecondary success in college and career through increased student learning and improved teaching. Table 2 shows the three components of the Smarter Balanced assessment system.

Table 2. 2014–15 Smarter Balanced Assessment System

System Components	Summative Assessments • Computer-adaptive section of multiple-choice items • Short constructed responses • Extended response items • Computer-based section requiring performance tasks • Administered at the end of each school year • Online reporting system to provide: (1) assessment results; and (2) reports that show student achievement and progress toward mastery of the CCSS
	Interim Assessments (optional) • To provide educators and LEAs with actionable information about student progress throughout the year • Will be computer-adaptive and include performance tasks • To be made available for local and school use during the school year
	Formative Assessment Practices (housed in Digital Library -optional) • Designed to promote the use of formative assessment practices in the classroom • Portal for professional development materials, resources, and tools available to all California Kindergarten through grade 12 (K–12) educators • Available throughout the school year to help K-12 teachers in California

In developing the Smarter Balanced assessment components, considerable efforts were made by Smarter Balanced to ensure that the assessments are fair, valid, and accessible through the development of the *Accessibility and Accommodations Framework* (January 26, 2014) and the *Usability, Accessibility, and Accommodations Guidelines* (August 1, 2014). These documents are available on the Smarter Balanced Support for Under-Represented Students Web page at http://www.smarterbalanced.org/parents-students/support-for-under-represented-students/. More information about Smarter Balanced is located on the Smarter Balanced Web site at http://www.smarterbalanced.org/.

Legislative Requirements for Full Implementation of Smarter Balanced Summative Assessments

EC sections 60640–49 set forth provisions for the implementation of the Smarter Balanced assessments. For the 2013–14 school year, the Field Test was required to be administered. Sections 2 and 3 focus on the Field Test. Table 3 shows key milestones in the journey toward the implementation of Smarter Balanced assessments.

Table 3. Smarter Balanced Implementation Timeline

August 2010	California adopts the CCSS for ELA and mathematics.
June 2011	California joins the Smarter Balanced Assessment Consortium as a governing state.
January 2013	SSPI presents recommendations for transitioning California to a future statewide assessment system.
Spring 2013	Selected California LEAs participate in Smarter Balanced assessment pilot test.
Fall 2013	CDE allocates $1.25 billion in funding to LEAs to support the integration of academic content standards to support instruction. CDE conducts and reports results to SBE regarding a Technology Preparedness Survey of California LEAs.
October 2013	AB 484 signed by Governor, establishing the CAASPP System.
January 2014	CAASPP System replaces the STAR Program on January 1, 2014, authorizing the use of the Smarter Balanced assessments for California.
Fall 2013 – Spring 2014	California and Smarter Balanced prepare for the spring 2014 Smarter Balanced Field Test.
Spring 2014	Administration of the spring 2014 Smarter Balanced Field Test. Contractors, on behalf of the CDE, conduct pre-, mid-, and post-Field Test surveys and focus groups.
Fall 2014	The SSPI reports to the SBE, DOF, and Legislature on LEA technology progress and on California's readiness for full implementation of Smarter Balanced assessments. CDE allocates $26.7 million in funding for the K–12 High Speed Network (K12HSN) to perform a comprehensive network connectivity assessment and provide grant funds to LEAs with the greatest infrastructure needs. Smarter Balanced conducts achievement level setting for Smarter Balanced summative assessment; SBE to adopt achievement levels.
Fall 2014 – Spring 2015	California and Smarter Balanced prepare for 2015 Smarter Balanced operational test.
Spring 2015	Administration of the 2015 Smarter Balanced computer-adaptive operational test.
Fall 2015	2015 Smarter Balanced results available for students, and parents/guardians.

Section 2: The Spring 2014 Smarter Balanced Field Test: A Test of Readiness for Implementation of the Technology-enabled Assessment System in California

Section 2 includes a description of the Field Test purpose and design; the preparation and support activities undertaken by state and LEAs for the Field Test; and data and feedback collection efforts made before, during, and after the Field Test to evaluate California's progress towards and readiness for the full implementation of the technology-enabled summative assessments in 2014–15.

Field Test Purpose

The Field Test served a dual purpose in California. First, it allowed California to participate with other consortium states in field testing mathematics and ELA items in preparation for use in the operational assessments. Second, it allowed the CDE to conduct a "test of the system" at state and local levels to determine readiness and prepare for implementation of the new computer-based assessments in 2014–15.

Field Test Design

Between March 25 and June 6, 2014, the Field Test was administered to all students who did not meet eligibility requirements for the CAPA in grades three through eight, inclusive, and grade eleven. Students in grades nine and ten were also included in the scientific sample. Due to student results not being used for accountability purposes, students and LEAs were able to focus efforts on the shifts required in organization, training, and administration of the new technology-enabled test while students had a chance to experience the new test content and testing environment in a low-stakes context. Appendix B provides details about the Field Test sampling structure, scheduling and testing windows, and minimum technology requirements.

Preparations for the Field Test

In 2013, California policymakers and administrators faced the challenges involved in updating state-level administrative systems; establishing the contractor, processes, and procedures for administration; communicating and coordinating efforts at all levels; and providing training and resources to LEA staff, teachers, students, and parents/guardians. Coordinated efforts and supports from the Governor, Legislature, DOF, CDE, SBE, Smarter Balanced, and various service and system providers allowed the state and LEAs to successfully prepare for the computer-based Field Test. These extensive efforts included:

- The 2013–14 state budget, AB 86 (Chapter 48, Statutes of 2013), Section 85, appropriated $1.25 billion to support the integration of academic content standards for instruction.

- The 2014–15 state budget (Senate Bill 852, Statutes of 2014) appropriated $26.7 million for the K12HSN to allocate network connectivity infrastructure grants and perform a comprehensive network connectivity assessment. The grant recipients are scheduled to be announced in January 2015. Grant awards will be provided to LEAs that are currently unable to administer the CAASPP System computer-based assessments and are in critical need of network connectivity.

- Extensive outreach to LEAs included in-person training, direct phone support, video training modules, regular news flashes, and many other activities that helped prepare LEAs to administer the spring 2014 Smarter Balanced Field Test.

The Field Test was administered only online without a paper-pencil alternative, posing an added challenge and opportunity to state and local staff to problem-solve and prepare for online testing. Appendix C provides a summary of the preparations carried out between 2013 and 2014 for the spring 2014 Smarter Balanced Field Test. An annotated list of the updates on the Field Test provided to the SBE from January 2013 through May 2014 can be found in Appendix A.

Data Collection Activities Before, During, and After the Field Test

Data and feedback collected through activities conducted by the CDE before, during, and after the Field Test to prepare and support LEAs helped the CDE to understand LEAs' experiences of the Field Test administration, including areas where progress has been made, and areas where additional support will be needed. Below are the various sources of data and feedback collected by the CDE to assess the progress and readiness for LEAs to administer technology-enabled assessments:

2013 Technology Preparedness Survey – This survey was available for LEAs to complete before the Field Test, between June and September 5, 2013. The CDE developed and conducted a survey of the technology readiness of California LEAs to gauge the current status and technological needs at that time, particularly the technology resources needed to implement the Smarter Balanced system of assessments. Details of the survey findings are available on the SBE Web site at http://www.cde.ca.gov/be/pn/im/documents/memo-dsib-adad-oct13item01.doc.

2014 Educational Testing Service (ETS) Outreach, Surveys, and Focus Groups – ETS, on behalf of the CDE, gathered feedback about readiness and the Field Test in five ways:

1. Before and during testing, the Senior Assessment Fellows and ETS conducted outreach activities to help promote the transition to online testing as well as customized training to sites that required it.

2. An online pre-test survey was administered to LEA testing and technology coordinators from February through early April 2014. This activity gathered information about early readiness and follow-up outbound calls were made to any of the LEAs who were having trouble and needed help.

3. A mid-test survey was the second online survey administered to LEA CAASPP coordinators from April through June 2014 once testing had begun. This survey was conducted to learn about the successes and challenges experienced by LEAs. This information was used to help LEAs having difficulty with various aspects of test administration.

4. A post-test survey was sent to all LEA testing and technology coordinators, and test administrators from June through August 2014 after the completion of the Field Test to determine readiness as well as best practices. The results of this survey and analyses from the Field Test administration are provided in Appendix D. (Attachment 2)

5. Post-test focus group meetings were held during July 2014, after the Field Test, to gather feedback from LEA and school staff. The purpose of the focus groups was to determine readiness, best practices, and areas where improvement was needed.

2014 Senior Assessment Fellows LEA Feedback Reports – Feedback was gathered from LEA and school staff after on-site trainings, workshops, and presentations made by the Senior Assessment Fellows on behalf of the CDE during spring 2014.

2014 San Joaquin County Office of Education (SJCOE) Parent/Guardian and Student Focus Groups – The SJCOE, on behalf of the CDE, conducted post-field test focus groups of parents/guardians and students July through September 2014 to obtain feedback on experiences with the Field Test, access to technology, communications, access and use of practice and training tests, and preparation for 2015 operational testing.

Section 3: The Spring 2014 Smarter Balanced Field Test: Evidence of Readiness for Implementation of the Technology-enabled Assessment System in California

EC Section 60648.5 requires the CDE to report on: (1) how LEAs are progressing toward the implementation of a technology-enabled assessment system and (2) the extent to which the Smarter Balanced computer-adaptive summative assessments can be fully implemented. Section 3 presents the criteria, indicators, and evidence used by the CDE to evaluate the progress and readiness of California for a full operational administration of the Smarter Balanced assessments in 2015. It also describes the issues to be addressed before the full operational administration.

Criteria and Indicators for Readiness

Table 4 lists the criteria and indicators developed by the CDE to serve as a guide in addressing the requirements of *EC* 60648.5.

Table 4. Criteria and Indicators for Readiness

Criteria	Indicators
1. Did LEA respondents indicate improvement in technological readiness from before the Field Test to after the Field Test?	Suggested Progress in Technology Readiness Proportion of LEA survey respondents reporting being prepared before the field test compared to proportion reporting being prepared after the field test
2. Was there a high and successful level of participation in the spring 2014 Field Test?	Significant LEA and Student Participation in Field Test Significant proportion of LEAs and students participating in the Smarter Balanced Field Test to provide evidence that LEAs accomplished the technological and procedural requirements to administer the Field Test
3. Was the Field Test participation regarding technology productive?	Positive LEA Feedback of Readiness After Field Test Positive LEA post-Field Test feedback to reflect readiness and lessons learned for implementation

Evidence of Readiness

Data from surveys, focus groups, trainings, presentations, and reports of student participation in the Field Test were reviewed and noted in gathering data to address the criteria and indicators. The results from respondents describe the available evidence of

LEA progress and readiness for operational implementation of Smarter Balanced assessments. The majority of selected data findings summarized in this report are taken from the post-field test survey and focus group report prepared by the ETS under the direction of the CDE.

Suggested Progress in Technology Readiness – To investigate progress in LEA respondents' in technology readiness, the CDE reviewed results on readiness perceptions and progress from various quantitative and qualitative reports between 2013 and 2014. The *Initial Summary of Post–Field Test Survey Results and Analyses from the 2014 CAASPP Smarter Balanced Field Test Administration* (see Appendix D, Attachment 2) provided by ETS, presents results on readiness consistent with other findings reviewed and is summarized in this subsection. Table 5 presents the ETS results suggested progress in readiness for Smarter Balanced computer-based assessment implementation:

Table 5. Progress in Technology Readiness

Findings: Suggested Progress in Technology Readiness
Major Findings
A majority of study participants—survey respondents and focus group attendees—reported that they are ready for online operational testing in 2015. Responses indicated that experience gained through field testing contributed to increased readiness. Participants also identified areas that needed improvement at both the statewide and LEA levels.
Rating Technology Readiness Before the Field Test (Question 112)
A total of 41 percent of the LEA coordinator respondents (n=422) indicated that technologically their LEA was ready (21 percent), significantly ready (12 percent) or highly ready (8 percent) before the Field Test.
Rating Technology Readiness After the Field Test (Question 113)
A total of 68 percent of the LEA coordinator respondents (n=424) indicated that technologically their LEA was ready (38 percent), significantly ready (18 percent), highly ready (12 percent) after the Field Test.

Significant LEA and Student Participation in Field Test – The CDE reviewed participation counts from the spring 2014 Field Test and developed a list of California's Smarter Balanced participation results by test type (computer-adaptive test [CAT] or performance task [PT]), content area (ELA or mathematics), completion (started and completed), and grade level breakout. Students in grades three through eight were required to be tested, and participation rates for these grade levels were high. Participation rates for grade eleven were less than those for grades three through eight because grade eleven testing was optional. Appendix E provides a listing of the CDE participation reporting. Table 6 displays the key findings from the participation data show significant levels of student participation in the Field Test:

Table 6. LEA and Student Participation in Field Test

Findings: Significant LEA and Student Participation in Field Test
ELA • 90 percent of students in grades three through eight who were eligible to test completed the ELA CAT and 46 percent completed the ELA PT. – 63 percent of students in grade eleven who were eligible to test completed the ELA CAT and 32 percent completed the ELA PT. Mathematics tests • 92 percent of students in grades three through eight who were eligible to test completed the mathematics CAT and 48 percent completed the mathematics PT. – 62 percent of students in grade eleven who were eligible to test completed the mathematics CAT and 32 percent completed the mathematics PT CAT and PT tests. • 95 percent of students in grades three through eight took a CAT (in either ELA or mathematics) and a PT (in either ELA or mathematics). – 65 percent of students in grade eleven took a CAT (in either ELA or mathematics) and a PT (in either ELA or mathematics).

CAT = Computer-adaptive test, PT = Performance task

Appendix F provides a chart showing the numbers of concurrent users during the four testing windows of the Field Test. These concurrent user counts show the range of user levels that occurred from March through June 2014. On April 29, 2014, the number of concurrent users peaked at 185,000, which was approximately 30 percent of capacity for the network connection between the K12HSN/California Research Education Network (CalREN) and the Smarter Balanced test delivery system.

Smarter Balanced has made the paper-pencil test available for three years to allow LEAs to overcome technological barriers to administering the online assessments. The CDE is taking steps to identify schools that will require the paper-pencil administration for the 2015 testing due to broadband connectivity issues and students who will need the braille version of the Smarter Balanced test. The CDE is also encouraging and providing support for LEAs of these schools to help them develop and implement a plan to administer the online test by the 2016–17 school year.

LEA Feedback of Readiness After Field Test – The CDE reviewed results on readiness perceptions from quantitative and qualitative reports in 2014. The ETS post-Field Test report (see Appendix D, Attachment 2) concluded that a majority of survey respondents reported they are ready for online operational testing in 2015, and responses indicated that experience gained through field testing contributed to increased readiness. Qualitative analyses provided information on lessons learned.

An examination of the feedback reports from LEA focus groups, trainings, workshops, and presentations revealed a generally positive Field Test experience by respondents. The feedback also provided information about specific issues that would need to be addressed for the operational administration. Great appreciation was expressed for the work of technology coordinators and divisions in LEAs and for the opportunity to experience the Field Test. The Los Angeles Unified School District Information Technology Division remarked, "Participating in the Field Test was absolutely the right thing to do. We learned a lot, and there was really no other realistic way to learn what we did. Cooperation from CDE/Smarter Balanced was critical."

Issues to Address Before the 2015 Operational Administration

Data gathering activities during 2014 included results describing the challenges and lessons learned in administering the Field Test as well as issues to address before the 2014 operational administration of the Smarter Balanced Summative Assessments. The CDE reviewed the ETS post-Field Test report results (see Appendix D, Attachment 2) and feedback reports from other LEA focus groups, trainings, workshops, and presentations regarding this topic. The ETS results were very similar to and consistent with the other LEA feedback reports and are summarized in this subsection.

The ETS survey responses to two questions (Questions 114 and 115, open-ended) revealed the following feedback from LEA coordinator respondents:

Preparations – Students need to take field tests in addition to developing computer skills. For teachers and staff, they also need to work with the Field Test, become trained on using the testing devices, and improve their general computer literacy and proficiency with administering the tests.

Scheduling – Scheduling is a big challenge viewed by LEA coordinators. A large proportion of LEA coordinators (74 percent) reported it was difficult to predict the amount of time students need in completing the test. This sentiment was also observed in the ETS focus group study. Being flexible seemed to be the strategy used by many LEA coordinators.

Technology – LEA coordinators recognized that their technology infrastructure needed updating and they need to increase their bandwidth. They also reported that they need more devices for testing. They recommended devices that worked well for them and also the ones that did not work well.

Support for Staff – LEA coordinators reported it is important to provide site-based technology support for schools and have a sufficient number of proctors in the room during testing.

Accommodations and Designated Supports – LEA coordinators commented on the need for better understanding of, planning for, and training on designated supports. They also reported that there is a need to develop a process for identifying students' eligibility for various supports.

Section 4: The California Department of Education (CDE) Commendations and Recommendations

The CDE provides the following commendations and recommendations for full implementation of the Smarter Balanced summative assessments in 2015.

Commendations on California's Progress and Preparation

The CDE commends the Governor, State Legislature, DOF, and SBE for their continuing actions to transition California's assessment system. From the adoption of the CCSS to the passage of AB 484 to the appropriation of funding for CCSS and technology for LEAs, the ongoing collaboration of California's leaders and policy makers has been significant. These actions reflect a strong, continuing commitment toward establishing a sound, credible, and high quality new assessment system for the state.

The CDE also commends LEAs, schools, students, parents/guardians, and educational organizations and stakeholders for their immense contributions and hard work to prepare for and successfully administer the spring 2014 Field Test in California. All across the state, local organizations and educational communities were deeply involved in preparing technologically and administratively for the test, reflecting an equally strong commitment of local educators and groups toward establishing the new assessment system.

Recommendations on California's Readiness for Full Implementation in 2015

The CDE concurs with the collective findings regarding LEAs' progress toward implementing technology-enabled assessments as well as the extent to which the Smarter Balanced computer-adaptive summative assessments can be fully implemented in 2015 and makes the following recommendations:

1. Administer the Smarter Balanced technology-enabled summative assessments in spring 2015. Provide the Smarter Balanced paper-pencil assessments to those schools that lack the necessary broadband connectivity for online testing or are unable to administer the braille version online, and encourage those LEAs to develop a plan to overcome these barriers by the 2016–17 school year.

2. Continue to provide professional development and training for:

    a. CCSS aligned instruction and assessment,
    b. Alignment of classroom and assessment accessibility supports, and
    c. Administration of the Smarter Balanced Summative Assessments.

3. Provide ongoing support to LEAs that experience technology-related barriers, including information about resources and technical support.

4. Use the consortium technology-enabled summative assessment development and implementation, as a model, to guide the development and implementation of a computer-based alternate assessment that is aligned with the CCSS in ELA and mathematics. The alternate assessment will be made available to all eligible students with significant cognitive disabilities who have an individualized education program (IEP).

Preparation and Support for Operational Administration

In response to the findings reported in the post-test survey results and analyses conducted by ETS (Appendix D, Attachment 2), the CDE, Senior Assessment Fellows, and designated assessment contractors are working to meet the needs identified for preparation and support. For example, both the CDE and ETS have refreshed the Web pages that pertain to Smarter Balanced for ease of access for all users. Messaging from the CDE, the Senior Assessment Fellows, and its contractors continue to stress the importance of interacting with the Practice and Training Tests and encourage the use of technology in the classroom for both teachers and students. ETS has made the Practice and Training Tests accessibility a priority selection on the ETS CAASPP Web site at http://www.caaspp.org.

The early availability of resources and training materials is also a priority. As highlighted in the survey results, LEAs want materials earlier to allow for extended training for all of their staff. Monthly Webcasts are being presented on the most timely information about the Smarter Balanced Assessment System, the technology to support online assessments, and specific information around the *Universal Tools, Designated Supports, and Accommodations,* the *Individual Student Assessment Accessibility Profile* Tool, and the new Test Operations Management System. Webcasts targeting these topics and others have been presented and immediately archived on the Smarter Balanced Assessment System Web page at (http://www.cde.ca.gov/ta/tg/sa/), or are currently in development to assist LEAs. Shortened manuals containing user-specific and/or topic specific information is currently being developed to allow LEA CAASPP Coordinators access to some of the key tools they have requested.

Preparation and Support for Future Technology-enabled Assessments

California's investment in the Field Test will benefit not only the future implementation of the Smarter Balanced operational assessment, but will also provide critical information to inform the development of future assessments that will be included in the CAASPP System. In particular, the state should consider adopting a similar process to "test the system" when developing the alternative assessments for students with significant cognitive disabilities that align with the CCSS in ELA and mathematics. Similar to the Smarter Balanced Assessment System, there is a desire to provide computer-based alternate assessments that support the larger statewide technology-enabled CAASPP System.

California students with significant cognitive disabilities did not participate in the 2013–14 Smarter Balanced Field Test, but continued to participate in the CAPA with test results reported and used for accountability. California is eager to move forward with an alternate assessment that is aligned with the CCSS in ELA and mathematics and provide a similar opportunity for students with significant cognitive disabilities to receive the same valuable opportunity to “test the system” as our general education students did.

In the 2014–15 school year, California will implement a new computer-based alternate assessment in ELA and mathematics aligned with the CCSS with the intent of field testing all eligible students. This plan is in the best interest of our students, teachers, and schools and consistent with our successful Smarter Balanced Field Test.

Accordingly, California is requesting a waiver under Section 9401 of the Elementary and Secondary Education Act (ESEA) of the requirements in Title I, Part A, as amended, and their associated regulatory provisions. This waiver will allow California to improve how our State, districts, and schools effectively serve students with significant cognitive disabilities and allow us to properly field test new alternate assessments without creating an unduly burdensome double testing situation in grades three through eight, inclusive, and grade eleven for this special student population.

Based on experiences with the spring 2014 Smarter Balanced Field Test, the CDE proposes this waiver as a significant first step toward the implementation of a technology-enabled assessment. The opportunity to conduct a field test will allow assessment and technology coordinators, in addition to teachers, students, and parents/guardians, to prepare for the transition from a field test to the implementation of a full operational assessment. For example, exposure to practice tests and changes in test schedules, and the opportunity to interface with technology and designated supports, are central to the success of implementation. Therefore, the state is preparing to apply these lessons learned to the development and implementation of the alternate assessment.

List of Acronyms Used in this Report

AB	Assembly Bill
CAASPP	California Assessment of Student Performance and Progress
CalREN	California Research Education Network
CAPA	California Alternate Performance Assessment
CAT	computer-adaptive test
CCSS	Common Core State Standards
CDE	California Department of Education
DOF	Department of Finance
EC	*Education Code*
ELA	English-language arts
ESEA	Elementary and Secondary Education Act
ETS	Educational Testing Service
Field Test	2014 Smarter Balanced Field Test
K–12	Kindergarten through grade twelve
K12HSN	K–12 High Speed Network
LEA	local educational agency
PT	performance task
SBE	State Board of Education
SJCOE	San Joaquin County Office of Education
SSPI	State Superintendent of Public Instruction
STAR	Standardized Testing and Reporting

Appendix A

Annotated List of Smarter Balanced Implementation Updates to the State Board of Education from January 2013 through September 2014

Below is an annotated list of updates that were presented to the State Board of Education (SBE) regarding the implementation of the Smarter Balanced Assessment System. The SBE Items and Information Memoranda may be retrieved at the SBE Web page at http://www.cde.ca.gov/be/

January 2013 (Item 8)

The California Department of Education (CDE) presented to the SBE the SSPI's recommendations to the Legislature for the future statewide assessment system and engaged in discussion with the SBE regarding the recommendations.

March 2013 (Item 9)

The CDE presented the first update on the future statewide assessment system and Smarter Balanced assessment development activities, including the initial Achievement Level Descriptors (ALDs) and college content readiness policy.

May 2013 (Item 3)

The CDE and Smarter Balanced Executive Director Joe Willhoft presented an update on Smarter Balanced assessment development activities:

- Smarter Balanced sustainability plan
- Initial ALDs and college content readiness policy
- Spring 2013 Pilot Test and Practice Tests
- Digital Library

July 2013 (Item 5)

The SBE received an update from the CDE on Smarter Balanced assessment development activities, including:

- Release of Practice Tests
- Feedback from CDE staff observations of the spring 2013 Pilot Test
- California educator involvement in item development and Digital Library development activities
- Available resources to help gauge the technology readiness of local educational agencies (LEAs)
- Initial cost estimates for implementing the Smarter Balanced system of assessments

Appendix A (cont.)

September 2013 (Item 3)

The CDE presented information to the SBE on Smarter Balanced assessment activities, including:

- Legislative developments
- Findings from the CDE Technology Preparedness Survey
- Report on research regarding the costs of statewide student testing
- Research regarding computer-based versus paper-based testing
- Review of the draft Accessibility and Accommodations Guidelines
- Developments for the spring 2014 Smarter Balanced Field Test
- Comparison of costs for the development and administration of the English-language arts (ELA) and mathematics portions of the Standardized Testing and Reporting (STAR) Program and the Smarter Balanced assessment system

September 26, 2013 (October Memorandum to SBE)

The SSPI provided the SBE with results of the Technology Preparedness Survey.

November 2013 (Item 8)

The CDE provided the SBE with the following updates:

- Highlights of Assembly Bill 484
- Information on the availability of the Smarter Balanced Usability, Accessibility, and Accommodations Guidelines
- Technology Readiness Tool
- Changes to the new registration system with the California Longitudinal Pupil Achievement Data System
- Collaboration activities of the CDE and the K–12 High Speed Network

January 2014 (Item 4)

The CDE provided the SBE with an update on statewide assessment transition activities, including:

- Establishment of the California Assessment of Student Performance and Progress (CAASPP) System
- Spring 2014 Smarter Balanced Field Test preparation activities
- Information about the Smarter Balanced Usability, Accessibility, and Accommodations Guidelines
- CDE and Educational Testing Service (ETS) training modules for California LEAs
- CAASPP technology update

Appendix A (cont.)

March 2014 (Item 13)

The CDE provided the SBE with the following updates:

- CAASPP activities
- Outreach efforts to prepare LEAs for the Smarter Balanced Field Test
- Smarter Balanced Digital Library
- Spring 2014 Smarter Balanced Field Test
- National Center and State Collaborative (NCSC) activities
- Planning of the science assessment stakeholder meetings

May 2014 (Item 3)

The CDE provided the SBE with an update on:

- Progress of the Smarter Balanced Field Test
- Details of the Smarter Balanced Practice and Training Tests
- Digital Library
- Smarter Balanced Field Test Online Reporting System
- NCSC for the development of alternate assessments

July 2014 (Item 22)

The CDE provided the SBE with an update on:

- CAASPP activities
- Details of the Smarter Balanced Field Test
- Results of the Mid-test survey
- Planning of the Post-test survey
- Focus group meetings
- Future outreach activities for the 2015 operational assessments

July 2014 (Item 5)

The SBE approved the contract amendment to extend the ETS contract through December 31, 2015.

September 2014 (Item 2)

The CDE provided the SBE with an update on:

- Smarter Balanced focus groups and post-test survey results
- Technology update
- Outreach activities to prepare for the 2015 Smarter Balanced operational assessment
- Science assessment stakeholder meetings
- Alternate assessment and NCSC

September 2014 (Item 3)

The SBE approved the Memorandum of Understanding with Smarter Balanced for the 2014–17 school years.

Appendix B

Spring 2014 Smarter Balanced Field Test Design Details

The spring 2014 Smarter Balanced computer-enabled field test (Field Test) design encompassed the sampling structure, scheduling and testing windows, and minimum technology requirements.

Sampling Structure

The Field Test sampling for California included a scientific sample of students who were required to be tested and a larger sample that incorporated other students who volunteered to be tested. A scientific sample of 20 percent of students across all member states was selected to participate in the Field Test, 10 percent to participate in the English-language arts (ELA) test, and 10 percent to participate in the mathematics test. In California, over 680,000 students were selected to participate in the scientific sample, comprising approximately 36 percent of the total Smarter Balanced Field Test sample. For grades nine and ten, a small sample of students were selected for vertical scaling purposes. The scientific sample included students in grades three through eleven who were selected to represent the demographic characteristics of each member state. Table 1 below presents the California scientific sample sizes by content area and grade level.

Table 1 Number of California Students Selected for the Scientific Sample of the Smarter Balanced Spring 2014 Field Test

Grade Level	Scientific Sample Size for ELA	Scientific Sample Size for Mathematics
3	31,825	35,194
4	34,743	37,050
5	34,560	37,596
6	35,002	38,797
7	35,448	39,998
8	36,545	41,941
9	9,433	9,433
10	9,433	9,433
11	91,061	113,530
Total	318,050	362,972

Appendix B (cont.)

In addition to the scientific sample, all California local educational agencies (LEAs) were required by Assembly Bill 484 to participate in the Field Test in accordance with procedures set forth by the California Department of Education. With the exception of students who participate in the California Alternate Performance Assessment, English learners enrolled in school in the United States for less than twelve months, or students with a parent/guardian exemption, all students in grades three through eight were expected to participate in either the ELA or mathematics Field Test. For grades nine and ten, only students selected for the scientific sample were expected to participate. For grade eleven, only students in the scientific sample were expected to participate in the Field Test, and all other grade eleven students were encouraged to participate. All grade eleven students, including those who participated in the Field Test, had the option to participate in the Early Assessment Program.

Scheduling and Testing Windows

Schools in California were assigned to two of four specific windows in which to administer the Field Tests from March 25 through June 6, 2104. Assignments were made for each school in each LEA and posted online by county. Table 2 below shows the testing windows.

Table 2 California Spring 2014 Field Test Windows

Test Windows	Test Window Dates LEAs Started Testing
Window 1	March 25 through April 4, 2014
Window 2	April 7 through April 25, 2014
Window 3	April 28 through May 16, 2014
Window 4*	May 19 through June 6, 2014

*LEAs and schools were not assigned to Window 4; however, it was used for test extensions as needed.

Minimum Technology Requirements

Based on preliminary survey responses' LEAs and schools had minimum technology requirements to participate in the Field Test. To promote ease of implementation, the online Field Test assessment system was designed to operate within the technology infrastructures that currently exist in most California schools. Accordingly, the system was designed to work on a variety of older hardware and operating system configurations. Details about the minimum technology requirements can be found in the Smarter Balanced report, *Technology Strategy Framework and Testing Device Requirements*, available on the Smarter Balanced Technology Web page at http://www.smarterbalanced.org/smarter-balanced-assessments/technology/.

Appendix C

Summary of California's Preparations for the Spring 2014 Smarter Balanced Field Test

This summary provides descriptions of the preparations carried out, mainly in 2013 and 2014, to prepare for the spring 2014 Smarter Balanced field test (Field Test), which has helped California to be well prepared for the 2015 Smarter Balanced operational administration. Many of the descriptions were taken from the regular Smarter Balanced updates provided by the California Department of Education (CDE) to the State Board of Education (SBE) at each meeting beginning in March 2013. Described are the state-level preparations for implementation, state support to increase local educational agency (LEA) preparedness, LEA activities to increase preparedness, and Smarter Balanced preparations.

State Level Preparations for Implementation

Since joining the Smarter Balanced Assessment Consortium in 2011, California's multilevel involvement in the development of the Smarter Balanced assessments has allowed the CDE to become informed about the Field Test and operational test administrations and to plan, anticipate, and provide in advance the activities and supports needed to prepare for the Field Test and operational test administrations. The strategic statewide preparation for transitioning to the new assessment system includes several major activities to update state-level programs and systems.

Common Core State Standards (CCSS) Implementation Plan – Foremost among these activities was the development of the *Common Core State Standards Systems Implementation Plan for California* (April 2014), of which the new assessments are an important element. (The document is available on the CDE CCSS Web page at http://www.cde.ca.gov/re/cc/). The plan describes the philosophy of and strategies for the successful integration of new kindergarten through grade twelve (K–12) academic content standards that permeate both well before and far beyond those grade levels. California's standards-based educational system is one in which standards, curriculum, assessment, and accountability are in alignment in order to support student attainment of the standards. Teachers and local school officials, in collaboration with families and community partners, use the CCSS to help students achieve academic success.

Regulations for the California Assessment of Student Performance and Progress (CAASPP) – Another key state-level preparation activity has been the adoption of regulations. As required by *Education Code* (*EC*) Section 60640(q), the SBE adopted permanent regulations governing CAASPP in July 2014. Before that, initial regulations had been adopted as emergency regulations to immediately implement the CAASPP System, including the administration, scoring, and reporting of assessments.

Appendix C (cont.)

Presentations to California's Education Coalition (EDCO) – Essential to making the transition to new assessments and a new assessment system has been the efforts of the CDE to communicate clear, specific, and timely information to all stakeholders about the upcoming changes. It has been especially important to communicate to and hear from leaders in key educational organizations. In order to alert those leaders about the new changes and timelines for transition, the CDE began making presentations in February 2013 to California's EDCO representatives from the California School Boards Association, Association of California School Administrators, California County Superintendents Educational Services Association (CCSESA), California Federation of Teachers, Parent Teacher Association, University of California, California State University, California Community Colleges, Service Employees International Union, California State Employees Association, and LEAs. These educational organization leaders then disseminated the information to their constituencies. The presentations have been posted on the CDE Smarter Balanced Presentations Web page at http://www.cde.ca.gov/ta/tg/sa/sbac-pres.asp so that others can benefit from the information.

California Longitudinal Pupil Achievement Data System (CALPADS) Integration – Of great importance to the success of the spring 2014 Field Test and to the readiness for operational administration was the integration of the CALPADS and the Test Information Distribution Engine (TIDE) system. The CDE updated CALPADS to provide student enrollment, demographic, and program data to the Smarter Balanced test registration system, known as the TIDE system, before and during the Field Test. Doing so required that LEAs update specific student-level data elements in CALPADS on a frequent and consistent basis, especially before and during the testing windows. The CDE submitted student-level registration files in time for Smarter Balanced to process for the Field Test.

Smarter Balanced Technology Joint Work Group – State-level coordination and collaboration were and continue to be important activities in increasing the readiness of LEAs across the state. The Smarter Balanced Technology Joint Work Group was formed, and met in December 2013 and January 2014, to discuss and coordinate efforts to support the technology preparation of LEAs, particularly for the spring 2014 Field Test. The Joint Work Group is comprised of members from the CDE, CCSESA subcommittees (the Curriculum and Instruction Steering Committee's Regional Assessment Network and the Technology and Telecommunications Steering Committee), California's K–12 High Speed Network (K12HSN), and representatives from statewide technology-related professional associations. The Joint Work Group determined priority areas for policies and delegation of authority; technology procurement, deployment, and scheduling; professional development, training, and human resource issues; communication; student access and accommodations; and project management, issue escalation, and resolution.

Appendix C (cont.)

Smarter Balanced Hosting – Another major state-level technology system update was the planning and development for hosting data. California, as a member of Smarter Balanced, is responsible for hosting its own Smarter Balanced assessment delivery. Included in the state-hosted requirements are item scoring, test delivery, test administration, test registration, and an adaptive engine. In order to review the potential hosting alternatives, which will begin with the spring 2015 assessment, the CDE contracted with Sabot Technologies to conduct an analysis on the alternatives, costs, and recommendations for hosting. The analysis concluded that the currently viable alternative for hosting is through a vendor. The results of the report by Sabot Technologies will be used to develop risk management and mitigation strategies, vendor Requests for Submission, and other hosting-related solicitations so that state-level hosting will be established for the spring 2015 operational testing.

State Support to Increase LEA Preparedness

As Assembly Bill (AB) 484, introduced in February 2013, and progressed toward its passage in October 2013, state policymakers and administrators realized that the change to an entirely new statewide student assessment system would be extremely challenging and would require significant development at all levels across the state. Even more challenging was the fact that the new assessments would be computer-based, requiring significant resources, funding, and training at the local level. To start preparing for a transition to new assessments, the state took strategic steps during 2013 and 2014 to increase the preparedness of LEAs for technology-enabled testing. A key step toward technology readiness was the appropriation of funding to support the integration of academic content standards for instruction and the implementation of CCSS. In addition, a variety of entities worked together, particularly between fall 2013 and spring 2014, to assist California LEAs by providing resources, technical and administrative assistance, outreach, and communications. Four divisions of the CDE, the Educational Testing Service (ETS), four Senior Assessment Fellows designated by the State Superintendent of Public Instruction (SSPI), the San Joaquin County Office of Education (SJCOE), and the K12HSN worked tirelessly on a number of activities and events to provide resources, tools, and assistance to LEAs. The work of each of these entities, as well as the steps taken by the SSPI, SBE, Legislature, and Governor, were critical in making substantive progress to enable California to be ready for spring 2014.

Policy and Program Leadership and Coordination – The work of the CDE's Assessment Development and Administration Division (ADAD) has been key in bringing about the needed progress to make the Field Test successful. The ADAD provided the leadership and guidance regarding test content, administration, regulations, and policy interpretation. The Division had the role of coordinating the efforts of all of the entities toward the common goal of ensuring readiness. The ADAD also provided ongoing communication through presentations, Webinars, Webcasts, Field Test Flashes, and Smarter Balanced Updates to LEAs. It recruited educators for ongoing participation in

Appendix C (cont.)

Smarter Balanced development activities, including reviews of administration materials, training materials, and test item reviews and audits.

Administration Assistance, Resources Development, and Communications – ETS, through a contract with the CDE, provided administration assistance, help with resources development, and ongoing communication to LEAs about Field Test administration. ETS staff developed a test-delivery portal customized for California to protect student-level data from leaving the state; produced a customized test administration manual; organized the Field Test administration, including test content (i.e., content areas by school and grade level) and testing window assignments to LEAs; developed Webcasts to train LEAs in the uploading of student information in conjunction with CALPADS; produced videos about key procedures and concepts; provided an online forum in collaboration with the CDE to help problem solve LEA administration issues; and provided ongoing support to LEAs through the California Technical Assistance Center. ETS, on behalf of the CDE, conducted 30 in-person regional workshops for LEA CAASPP coordinators and technology coordinators and, in coordination with the CDE, Smarter Balanced, and other CDE contractors, presented a series of training modules for California LEAs to prepare for the spring 2014 Field Test. ETS developed and conducted a mid-test and a post-test survey as well as eight post-test focus groups of LEA coordinators, site coordinators, and test administrators to obtain feedback on training, support, technology, scheduling, accommodations, and Field Test format issues.

Four Senior Assessment Fellows, on behalf of the CDE, spearheaded the collaboration, relationships, and communication between the CDE and LEAs to ensure the successful implementation of the CAASPP System, including the spring 2014 Field Test. The Senior Assessment Fellows worked with the CDE, ETS, SJCOE, EDCO, and LEAs to identify, develop, and provide information and trainings for multiple stakeholder groups (teachers, students, parents/guardians, test administrators, and community members); to assist and support training sessions provided by the test contractor; to deliver presentations for small and large, urban, rural, and suburban LEAs throughout the state; to meet with county and district assessment directors and curriculum coordinators; and to provide intensive support to LEAs where it was determined that a higher than expected risk for low- or non-completion of the Field Test existed. Resources targeted both general and special populations of students. The Senior Assessment Fellows provided both on-site and online support to LEAs to help district personnel evaluate technology and training readiness, identify potential gaps, and locate the resources needed to effectively administer the Field Test.

On behalf of the CDE, the SJCOE provided informational flyers and videos related to the Field Test. The videos, in English and Spanish, were done by students and for students. The SJCOE also provided templates of parent/guardian notification letters

Appendix C (cont.)

regarding the Field Test, which were provided in several languages. The SJCOE conducted and reported on three post-test focus group meetings of parents/guardians and students to obtain feedback on support, communication, understanding, and processes.

Technology – Of particular importance to helping LEAs become ready for a technology-enabled assessment system was support for technology and network issues. The CDE conducted the 2013 Technology Preparedness Survey for LEAs in order to gauge the readiness of LEAs for online testing. The CDE's Educational Data Management Division (EDMD) provided the leadership, analyses, and resources in the technological areas of preparing for the Field Test at both the state and the LEA levels. It coordinated and provided support for the use of the Smarter Balanced Technology Readiness Calculator to help schools estimate the number of days it will take to administer the Smarter Balanced summative assessments. The Technology Readiness Tool (TRT) survey helped LEAs gauge their level of readiness to administer the Smarter Balanced summative assessments. To assist LEAs in completing the TRT, the EDMD developed technology training videos and Webinars. The EDMD also coordinated with the California Smarter Balanced Technology Joint Work Group, the K12HSN project, and the Corporation for Education Network Initiatives in California representing technology and curriculum stakeholders to address and resolve technology and network related concerns for the Smarter Balanced Field Test and operational administration. The EDMD provided assistance in developing the hosting framework for California to participate in the Smarter Balanced assessment system and host the spring 2014 Field Test.

CALPADS – The EDMD provided leadership and assistance in working with CALPADS. Together with the CDE's Technology Services Division, the EDMD developed and maintained a process for uploading student enrollment data from CALPADS to the new test registration system, TIDE, and trained LEAs on the importance of CALPADS as the single source of registration information for TIDE.

Network and Bandwidth – The EDMD was instrumental in coordinating with the K12HSN project, an organization aimed at bringing high performance, advanced services network capacity to California's K–12 schools. The K12HSN worked jointly with the EDMD to assist LEAs in understanding the role of the K12HSN and preparing for the Field Test. To help with technology procurement and deployment, the K12HSN released several informational brochures for LEAs (*Network at a Glance*, *Network Capacity Worksheet*, and *Ed-Tech Ecosystems*). The K12HSN encouraged LEAs to use the DataLINK program to report connectivity data and related information for California K–12 schools and LEAs. It tested the latency of servers from the Rackspace servers to the K12HSN. The K12HSN and the American Institutes for Research monitored the system for total concurrent users (test server capacity).

Appendix C (cont.)

Technology Funding – The CDE's School Fiscal Services Division allocated funding to LEAs from the state budget appropriation of $1.25 billion. These funds helped LEAs, charter schools, and state special schools to purchase devices and upgrade their network infrastructure prior to field testing. AB 86 (Chapter 48, Statutes of 2013), Section 85, appropriated $1.25 billion to support the integration of academic content standards in instruction. The CDE apportioned $625 million in August 2013, and the remaining $625 million in October 2013. More information about this funding is located on the CDE CCSS Implementation Funds Web page at http://www.cde.ca.gov/fg/fo/profile.asp?id=3434 and the CDE CCSS Implementation FAQ Web page at http://www.cde.ca.gov/fg/aa/ca/commoncorefaq.asp.

LEA Activities to Increase Preparedness

Many LEAs began working in 2010 to implement the CCSS and have continued in their ongoing commitment by devoting significant levels of time and resources to prepare for the implementation of the Smarter Balanced assessments. Using information, resources, and support from the state, LEAs have been evaluating their own readiness prior to, during, and after the Field Test and working to identify and address critical areas of need, such as technology and networking capabilities, staffing preparedness, facilities availability, and scheduling adequacy. They have been focusing efforts to accurately learn and communicate large amounts of new information about the test components, items, processes, and administration to their staff, students, and parents/guardians. Some larger LEAs, such as San Diego Unified School District and Los Angeles Unified School District, conducted surveys after the spring 2014 Field Test in order to identify their areas of concern, address technology gaps, and improve support for the future Smarter Balanced assessments

Identifying Priority Areas– LEAs also made time to attend state workshops and trainings; view videos, Webinars, and Webcasts; read and understand manuals; and provide feedback to surveys and focus groups conducted by the state. At debriefing meetings conducted as part of onsite trainings and workshops, LEAs identified areas of highest-priority need in order to increase their readiness. Their feedback helped to notify the state of areas needing additional support and also helped to alert their own staff of areas that may need attention at the local level. The local commitment and efforts of LEAs appear to be continuing after the Field Test. One comment from a school district director of assessment and accountability at a spring 2014 meeting was, "Even after the Field Test LEAs are still obtaining technology and are still improving in order to get ready for the spring 2015 operational administration."

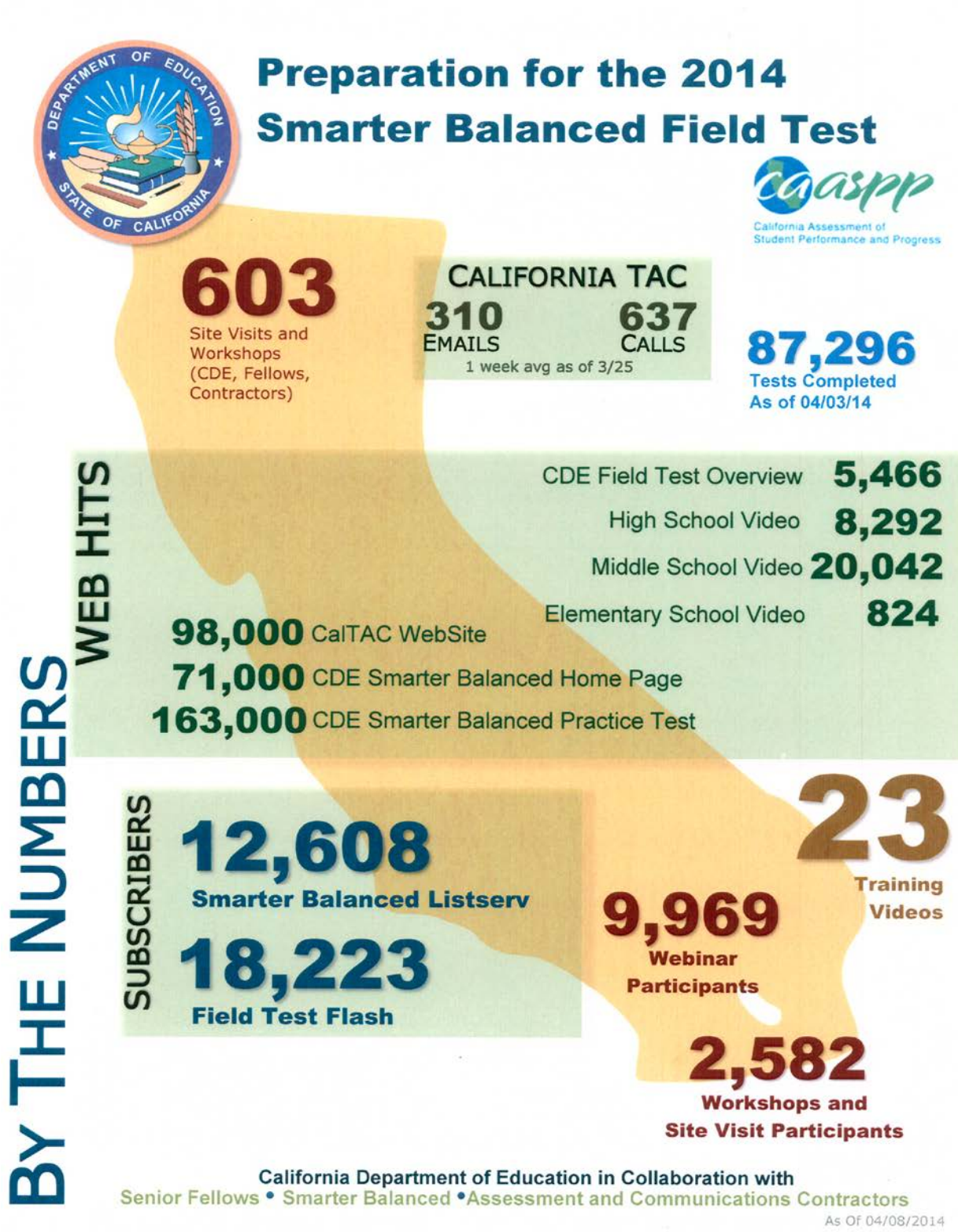
Smarter Balanced Preparations

Smarter Balanced carried out activities to meet its responsibilities in regard to the administration of the spring 2014 Field Test, and many other activities are currently

Appendix C (cont.)

underway or continuing. The content for the Smarter Balanced summative assessments was developed and field-tested and is being refined. Resources for the Field Test have been developed and posted online, such as test manuals, user guides, accessibility guidelines and supports, technical resources, a Field Test communications tool kit, test delivery portal, and training modules. Smarter Balanced provided the assessments for the spring 2014 Field Test, which included test processing, scoring, and analyses, and provided online Practice and Training Tests for students to become familiar with the test content and computer-based processes. It developed and posted information on minimum technology requirements, a Technology Readiness Calculator, and TRT for LEAs to assess their readiness. It developed and posted a secure online reporting system for authorized users. In the future, Smarter Balanced will provide test results information.

Appendix C (cont.)



Appendix D

Initial Summary of Post-Field Test Survey Results and Analyses from the 2014 CAASPP Smarter Balanced Field Test Administration, is located in Attachment 2.

Appendix E

Summary Report on Student Participation in the spring 2014 Field Test

The following five tables present data on student participation in the spring 2014 Smarter Balanced Field Test for California. Tables 1 and 2 provide data for English-language arts (ELA), and Tables 3 and 4 provide data for mathematics. Tables 1 and 3 show student participation on the computer-adaptive test (CAT) component, and Tables 2 and 4 show student participation on the performance task (PT) component. Table 5 presents data on students who took no test, students who took at least one test, and students who took at least one CAT and one PT. The data in the tables show results by each grade level tested (i.e., grades three through eight inclusive, and grade eleven), the total for all grade levels tested, and the total for the grade levels required to be tested (i.e., grades three through eight). Participation for grade eleven was less than for the other grade levels tested because grade eleven testing was optional.

Table 1. ELA CAT Student Participation

Grade	Overall*	Not Tested**		Started Test		Completed Test	
	N	N	Percent	N	Percent	N	Percent
3	472,972	24,945	5.3%	448,027	94.7%	436,852	92.4%
4	469,077	28,995	6.2%	440,082	93.8%	431,642	92.0%
5	467,556	28,083	6.0%	439,473	94.0%	431,307	92.2%
6	460,467	29,944	6.5%	430,523	93.5%	409,413	88.9%
7	464,024	33,716	7.3%	430,308	92.7%	404,211	87.1%
8	471,848	41,121	8.7%	430,727	91.3%	401,882	85.2%
11***	479,979	156,763	32.7%	323,216	67.3%	301,634	62.8%
Total, All Grades	3,285,923	343,567	10.5%	2,942,356	89.5%	2,816,941	85.7%
Total, Grades 3 through 8	2,805,944	186,804	6.7%	2,619,140	93.3%	2,515,307	89.6%

* Number of students who were eligible to test in the California Longitudinal Pupil Achievement Data System (CALPADS) during the testing window and who did not take the California Alternate Performance Assessment (CAPA)

** Number and percent of students who did not log onto the test

*** Grade eleven testing was optional

Appendix E (cont.)

Table 2. ELA PT Student Participation

Grade	Overall*	Not Tested**		Started Test		Completed Test	
	N	N	Percent	N	Percent	N	Percent
3	472,972	247,479	52.3%	225,493	47.7%	221,701	46.9%
4	469,077	246,943	52.6%	222,134	47.4%	218,561	46.6%
5	467,556	246,091	52.6%	221,465	47.4%	218,682	46.8%
6	460,467	242,443	52.7%	218,024	47.3%	212,481	46.1%
7	464,024	247,335	53.3%	216,689	46.7%	209,989	45.3%
8	471,848	260,715	55.3%	211,133	44.7%	202,273	42.9%
11***	479,979	321,521	67.0%	158,458	33.0%	152,964	31.9%
Total, All Grades	3,285,923	1,812,527	55.2%	1,473,396	44.8%	1,436,651	43.7%
Total, Grades 3 through 8	2,805,944	1,491,006	53.1%	1,314,938	46.9%	1,283,687	45.7%

* Number of students who were eligible to test in CALPADS during the testing window and who did not take the CAPA

** Number and percent of students who did not log onto the test

*** Grade eleven testing was optional

Appendix E (cont.)

Table 3. Mathematics CAT Student Participation

Grade	Overall*	Not Tested**		Started Test		Completed Test	
	N	N	Percent	N	Percent	N	Percent
3	472,972	24,235	5.1%	448,737	94.9%	444,926	94.1%
4	469,077	28,192	6.0%	440,885	94.0%	436,333	93.0%
5	467,556	26,250	5.6%	441,306	94.4%	435,973	93.2%
6	460,467	29,898	6.5%	430,569	93.5%	421,135	91.5%
7	464,024	35,602	7.7%	428,422	92.3%	414,416	89.3%
8	471,848	41,288	8.8%	430,560	91.2%	414,545	87.9%
11***	479,979	168,911	35.2%	311,068	64.8%	298,094	62.1%
Total, All Grades	3,285,923	354,376	10.8%	2,931,547	89.2%	2,865,422	87.2%
Total, Grades 3 through 8	2,805,944	185,465	6.6%	2,620,479	93.4%	2,567,328	91.5%

* Number of students who were eligible to test in CALPADS during the testing window and who did not take the CAPA

** Number and percent of students who did not log onto the test

*** Grade eleven testing was optional

Appendix E (cont.)

Table 4. Mathematics PT Student Participation

Grade	Overall*	Not Tested**		Started Test		Completed Test	
	N	N	Percent	N	Percent	N	Percent
3	472,972	242,892	51.4%	230,080	48.6%	228,164	48.2%
4	469,077	238,595	50.9%	230,482	49.1%	228,796	48.8%
5	467,556	237,777	50.9%	229,779	49.1%	227,296	48.6%
6	460,467	239,466	52.0%	221,001	48.0%	217,495	47.2%
7	464,024	244,834	52.8%	219,190	47.2%	214,898	46.3%
8	471,848	244,262	51.8%	227,586	48.2%	223,277	47.3%
11***	479,979	321,725	67.0%	158,254	33.0%	154,342	32.2%
Total, All Grades	3,285,923	1,769,551	53.9%	1,516,372	46.1%	1,494,268	45.5%
Total, Grades 3 through 8	2,805,944	1,447,826	51.6%	1,358,118	48.4%	1,339,926	47.8%

* Number of students who were eligible to test in CALPADS during the testing window and who did not take the CAPA

** Number and percent of students who did not log onto the test

*** Grade eleven testing was optional

Appendix E (cont.)

Table 5. Participation in No Test, One Test, and One CAT and One PT

Grade	Overall*	No Test**		One Test***		One CAT & One PT****	
	N	N	Percent	N	Percent	N	Percent
3	472,972	9,328	2.0%	463,644	98.0%	454,311	96.1%
4	469,077	8,641	1.8%	460,436	98.2%	451,293	96.2%
5	467,556	8,352	1.8%	459,204	98.2%	449,567	96.2%
6	460,467	9,497	2.1%	450,970	97.9%	437,326	95.0%
7	464,024	12,837	2.8%	451,187	97.2%	433,842	93.5%
8	471,848	16,655	3.5%	455,193	96.5%	436,417	92.5%
11*****	479,979	131,292	27.4%	348,687	72.6%	310,025	64.6%
Total, All Grades	3,285,923	196,602	6.0%	3,089,321	94.0%	2,972,781	90.5%
Total, Grades 3 through 8	2,805,944	65,310	2.3%	2,740,634	97.7%	2,662,756	94.9%

* Number of students who were eligible to test in (CALPADS) during the testing window and who did not take the CAPA

** Number and percent of students who did not log onto any test

*** Number and percent of students who logged onto any test

**** Number and percent of students who took a CAT (in either ELA or mathematics) and a PT (in either ELA or mathematics)

*****Grade eleven testing was optional

Appendix F

Concurrent User Counts in the Spring 2014 Field Test

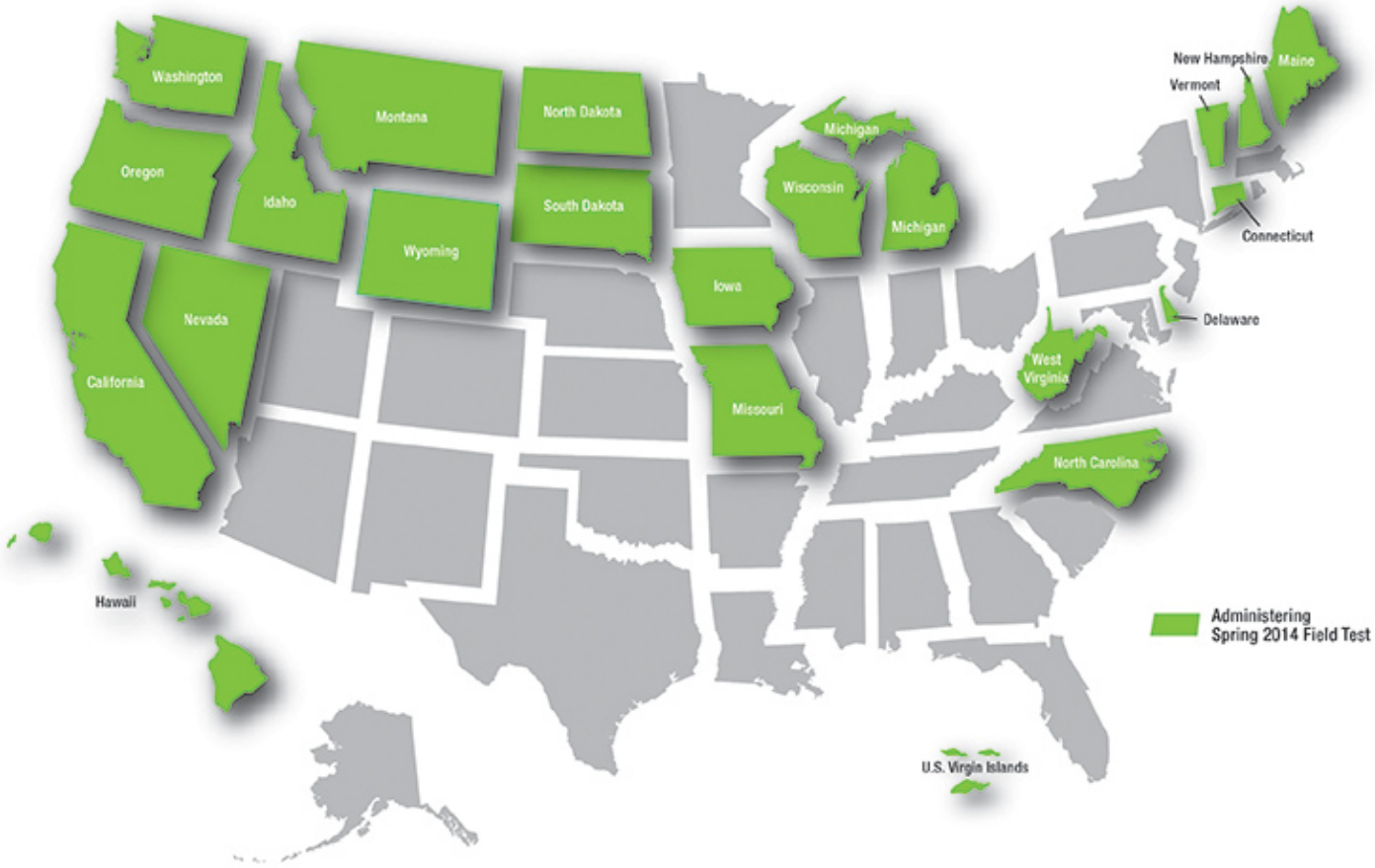
California Spring 2014 Field Test Concurrent Users by Testing Window

Testing Window (Dates)*	Average Number of Concurrent Users	Maximum Number of Concurrent Users
Window 1 March 25 to April 4, 2014	22,234	26,183
Window 2 April 7 to April 25, 2014	63,425	142,770
Window 3 April 28 to May 16, 2014	95,508	184,448
Window 4 May 19 to June 13, 2014	8,572	22,509

* Local educational agencies (LEAs) and schools were not assigned to Testing Window 4, however, it was used for test extensions as needed.

Field Test

Smarter Balanced conducted a Field Test from March 25 – June 6, 2014 (on request, an optional makeup week was available June 9-13). The Field Test was a practice run of the assessment system that helped ensure that test questions are accurate and fair for all students. It also gave teachers and schools a chance to gauge their readiness in advance of the first operational assessment in spring 2015. All 21 Governing States and the U.S. Virgin Islands participated in the Field Test.



Student and School Participation

More than 4.2 million students in grades 3-8 and 11—including a small sample of students in grades 9 and 10—participated in the Field Test. Administered online, the Field Test closely resembled the summative assessment that

students will participate in during the spring of 2015. Most students completed a test in one subject: either English language arts/literacy or mathematics. While the Smarter Balanced assessment is untimed, each subject area is expected to take 2.5 to 4 hours to complete. Schools administered the Field Test over multiple days. Because questions may be revised or dropped after the Field Test, students will not receive scores. Each Smarter Balanced state individually determined how schools and students would be selected to take the Field Test. In some states, only a representative sample of students participated—10 percent of students for each subject area. In others, the Field Test was administered more broadly. For additional information about Smarter Balanced in your state, contact your state education agency.

An Essential Step in Test Development

The Field Test represents a major milestone toward developing next-generation assessments. It serves several important purposes.

Quality Assurance: The Field Test evaluates the performance of more than 19,000 assessment items and performance tasks—as well as the performance of the online testing system. For test developers, the Field Test shows which questions work well and which ones need to be improved so that they contribute to a fair and accurate assessment of student achievement.

Achievement Standards: Data from the Field Test will allow Smarter Balanced to set preliminary achievement standards in fall 2014. These achievement standards will indicate whether or not students are on track to achieve college and career readiness in English language arts/literacy and mathematics.

Test Administration: For member states, the Field Test provides an opportunity to make sure technology systems and administration logistics are ready for implementation of the assessment system in the 2014-15 school year.

Designed for All Students

Smarter Balanced is committed to producing assessments that are accurate and fair for all students. The Consortium has developed usability, accessibility, and accommodation features to ensure that students have a positive and productive assessment experience that generates fair and accurate estimates of each student's achievement. All usability, accessibility and accommodation features are available for students in the Field Test, consistent with the Smarter Balanced *Usability, Accessibility, and Accommodation Guidelines*. Further, students with disabilities, English language learners, and English language learners with disabilities are included among Field Test participants. Students took great advantage of these tools and resources during the Field Test, using accessibility and accommodation features in one-third of test sessions.

Developed with Educators

The Field Test represents one of the final stages in a lengthy development process to ensure that the Smarter Balanced Assessment System measures the depth and breadth of the Common Core State Standards. Over the past two years, working with K-12 teachers and higher education faculty, Smarter Balanced developed, reviewed, and tested thousands of assessment items and performance tasks. In 2013, Smarter Balanced conducted a Pilot Test of a smaller number of assessment items in a sample of schools across the country. Information from the Pilot Test informed the development of additional assessment items and performance tasks, accessibility options and accommodations, and the design of the test interface.

For More Information

Practice and Training Tests

Field Test Overview

Field Test Report

MEMORANDUM

DATE: September 26, 2013

TO: MEMBERS, State Board of Education

FROM: TOM TORLAKSON, State Superintendent of Public Instruction

SUBJECT: Implementing the Smarter Balanced Assessments in 2014–15: Findings from the California Department of Education Technology Preparedness Survey.

Summary of Key Issues

In keeping with our on-going efforts to gauge the current status and technological needs of California local educational agencies (LEAs) to administer the Smarter Balanced summative assessments, the California Department of Education (CDE) developed and conducted, the Technology Preparedness Survey. Launched in June 2013, this survey was designed for completion by LEA information technology (IT) directors.

The Technology Preparedness Survey was available for LEAs to complete between June 21, 2013 and September 5, 2013. A total of 880 respondents, representing 683 school districts and 197 charter schools, completed the Technology Preparedness Survey. The responding LEAs serve approximately 87 percent of students enrolled in California public schools. All of California's 25 largest school districts, which serve approximately 1.8 million students, responded to this survey.

Findings

This survey asked school district and charter school IT directors to indicate:

1) their current level of confidence to administer the Smarter Balanced assessments today,

2) their level of need for technology, peripheral equipment, technical support personnel, and facilities to administer the Smarter Balanced assessments today,

3) whether the LEA plans to purchase additional or new technology equipment using funds appropriated by Assembly Bill (AB) 86 to support LEAs in their transition to the Common Core State Standards.

Level of confidence. Respondents were asked to rate their level of confidence (complete confidence, considerable confidence, some level of confidence, and little confidence) of their LEA's readiness to administer the Smarter Balanced assessments if they were administered today, including the current level of readiness in the areas of number of computers with required operating systems, network bandwidth, technical

support personnel, facilities, and additional equipment (e.g., keyboards, headphones, printers, assistive technology products). Table 1 presents the percentage of responses to questions regarding level of confidence.

Overall, respondents indicated more confidence in the adequacy of their LEA's facilities, network bandwidth, and number of computers with the minimum operating system, and less confidence about the adequacy of their LEA's technical support personnel and additional equipment, such as headphones and keyboards.

Table 1. Reported Levels of Confidence for Currently Meeting the Minimum Technology Requirements to Administer Smarter Balanced Assessments[1]

	Percentage of Respondents with Complete/ Considerable Confidence[2]	Percentage of Respondents with Some Level of Confidence	Percentage of Respondents with Little Confidence
Ability to Test all Eligible Students within a 12-Week Testing Window	67%	26%	8%
Adequate Number of Computers with Minimum Operating System	58%	27%	15%
Adequate Network Bandwidth	70%	20%	10%
Adequate Technical Support Personnel	46%	34%	20%
Adequate Facilities	61%	31%	9%
Additional Equipment[3]	40%	36%	24%

[1] Row totals may not equal 100 percent due to rounding.

[2] Responses from the "complete" and "considerable" confidence scale points were combined into one category, "complete/considerable" confidence.

[3] Examples include keyboards, headphones, printers, and assistive technology products.

The CDE further examined responses from LEAs regarding their level of confidence that they currently have the ability to test all eligible students within a 12-week testing window. Table 2 on the following page presents differences in response rates by district size. A smaller percentage of large school districts (defined as serving more than 20,000 students) reported complete/considerable confidence compared to medium and small school districts. Table 3, also on the following page, presents the percentage of students and schools represented by LEAs in each of the three confidence categories–complete/considerable, some, and little. For example, 58% of the students in LEAs that reported "complete/considerable" confidence are economically disadvantaged. Nearly identical percentages were found in LEAs reporting "some" and "little" levels of confidence.

Table 2. Administering the Smarter Balanced Assessments within a 12-Week Window: Response Rates by District Size[1]

	Percentage of Districts with Complete/ Considerable Confidence[2]	Percentage of Districts with Some Level of Confidence	Percentage of Districts with Little Confidence
Small (1,000 or fewer students; N=268)	68%	24%	8%
Medium (1,001 to 20,000 students; N=377)	70%	26%	5%
Large (20,001 or more students; N=38)	59%	30%	12%

[1] Row totals may not equal 100 percent due to rounding.

[2] Responses from the "complete" and "considerable" confidence scale points were combined into one category, "complete/considerable" confidence.

Table 3. Administering the Smarter Balanced Assessments within a 12-Week Window: Demographic Summary of Responding Local Educational Agencies by Level of Confidence

	Complete/ Considerable Level of Confidence[1]	Some Level of Confidence	Little Level of Confidence
Number of Students Represented[2]	2,619,826	971,949	283,892
Percentage Hispanic or Latino Students[2]	51%	49%	52%
Percentage of White Students[2]	23%	26%	22%
Percentage of Asian Students[2]	9%	8%	8%
Percentage of African American Students[2]	6%	7%	6%
Percentage of English Learner Students[2]	31%	29%	32%
Percentage of Economically Disadvantaged Students[2]	58%	57%	58%
Percentage of Special Education Students[2]	11%	11%	11%
Percentage of Students in Urban Schools[3]	48%	40%	33%
Percentage of Students in Suburban Schools[3]	37%	44%	48%
Percentage of Students in Rural Schools[3]	9%	12%	14%
Percentage of Students in Town Schools[3]	6%	4%	5%

[1] Responses from the "complete" and "considerable" confidence scale points were combined into one category, "complete/considerable" confidence.

[2] Estimated from statewide assessment data used to calculate the Academic Performance Index.

[3] Estimated from school-level enrollment.

Within each demographic category (e.g., white, English learner, special education) there was little variation between the percentages of students served by LEAs within each response category. Larger differences were found between the percentages, within each response category, of represented urban and suburban schools. For example, 48% of the schools in LEAs that reported “complete/considerable” confidence are urban, while 33% of the schools in LEAs that reported “little” confidence are urban. Conversely, 37% of the schools in LEAs that reported “complete/considerable” confidence are suburban, while 48% of the schools in LEAs that reported “little” confidence are suburban.

Level of need. Respondents were asked to indicate their level of need (high, moderate, or low) for various types of equipment, professional development for staff related to technology, and facilities in order to implement the Smarter Balanced assessments by type of school (i.e., elementary, middle, and high). Results indicated a consistency in level need by type of school. Table 4 on the following page displays the percentage of LEAs responding to each question regarding level of technological need.

Overall, respondents indicated the greatest need for professional development for staff related to technology. A high need for headphones, laptops, and tablets was also identified. Less need was identified for bandwidth, keyboards, and printers.

Table 4. Reported Levels of Technological Need to Administer Smarter Balanced Assessments in 2014–15[1]

	Percentage of Respondents Reporting High Need	Percentage of Respondents Reporting Moderate Need	Percentage of Respondents Reporting Low Need
Desktop	27%	38%	35%
Laptops	44%	34%	22%
Tablets	44%	28%	28%
Keyboards	18%	27%	55%
Headphones	50%	34%	16%
Printers	20%	40%	41%
Assistive Technology	32%	40%	28%
Internet Bandwidth	26%	24%	50%
Internal Bandwidth	29%	27%	43%
Wireless Access	42%	26%	32%
Professional Development	53%	38%	10%
Facilities	27%	40%	33%

[1] Row totals may not equal 100 percent due to rounding.

Use of AB 86 funds for technology purchases. Approximately 88 percent of respondents reported that they plan to purchase additional or new technology equipment using part of the 1.25 billion dollars allocated in AB 86 to prepare for the implementation of the Smarter Balanced assessments.

Attachment(s)

None.

BILL ANALYSIS

AB 484
PageA

ASSEMBLY THIRD READING
AB 484 (Bonilla)
As Amended May 24, 2013
2/3 vote. Urgency

EDUCATION 6-0 APPROPRIATIONS 12-3

Ayes:	Buchanan, Campos, Chávez, Nazarian, Ammiano, Williams	Ayes:	Gatto, Bocanegra, Bradford, Ian Calderon, Campos, Eggman, Gomez, Hall, Ammiano, Pan, Quirk, Weber
		Nays:	Donnelly, Linder, Wagner

SUMMARY : Extends authorization for the state's K-12 assessment system from July 1, 2014, to January 1, 2024, and renames it the California Measurement of Academic Performance and Progress for the 21st Century (CalMAPP21) and suspends non-core subject area California Standards Assessments (CSTs) administered under the Standardized Testing and Reporting (STAR) program, beginning in the 2013-14 school year, until new assessments addressing the Common Core State Standards (CCSS) are developed and implemented. Specifically, this bill :

1)Defines CalMAPP21 as the comprehensive assessment system using a variety of assessment approaches and item types in both the federal Elementary and Secondary Education Act (ESEA) required and non-required ESEA subject areas.

2)Requires only the following STAR assessments to be administered beginning in the 2013-14 school year: a) core subject area CSTs in grades 3-11 necessary to satisfy the federal No Child Left Behind Act of 2001 (NCLB - current version of the ESEA), and b) assessments augmented as part of the Early Assessment Program (EAP) in grade 11 until new CCSS assessments are developed and implemented. The California High School Exit Exam (CAHSEE) is not addressed in this bill.

AB 484
PageB

3)Requires all local educational agencies (LEAs) and charter schools, beginning in the 2014-15 school year, to administer consortium assessments in English Language Arts (ELA) and mathematics in grades 3-8 and grade 11 and use these assessments to replace STAR assessments to satisfy federal ESEA requirements.

4)Exempts pupils in grades 9 and 10 from taking the achievement tests specified in existing law, as these assessments are not necessary to meet the federal accountability requirements.

5)Eliminates the administration of grade 2 assessments, but requires the California Department of Education (CDE), contingent on funding for this purpose and by December 1, 2014, to identify existing grade 2 assessments in ELA and mathematics available for diagnostic use by LEAs and charter schools.

6)Exempts, using existing federal flexibility, recently arrived English Language (EL) pupils from taking the consortium ELA assessment.

7)Permits the governing board of a school district to administer the existing primary language assessment as specified, until a subsequent primary language assessment aligned to the CCSS in English language arts is adopted.

8)Eliminates existing apportionment funding for the administration of the following: a) other achievement tests in grades other than those required under CalMAPP21, b) alternative assessment for individuals with exceptional needs, and c) the primary language assessments.

9)Authorizes the CDE, beginning with the 2013-14 school year, to

make available to districts and charter schools suspended STAR test forms and specifies that those who choose to administer suspended assessments to do so at their own expense, as specified.

10)Authorizes CDE to enter into contracts to implement CalMAPP21 and requires the State Board of Education (SBE), as it deems necessary, to revise state assessment regulations for the purpose of implementing the new assessment system.

11)Requires the Superintendent of Public Instruction (SPI), with SBE

approval, to provide for the development of an alternative assessment for individuals with special needs and the degree by which pupils are achieving the academically rigorous content standards.

12)Requires the SPI to make recommendations to the SBE regarding science tests required under NCLB within six months of the adoption of the Next Generation Science Standards (NGSS). This bill also specifies that this recommendation shall include a plan for test development that begins no later than July 1, 2014, as well as the costs estimates for development and implementation of these assessments.

13)Requires the SPI to consult with stakeholders and subject matter experts in determining how to assess non-required ESEA subject areas, including, but not limited to, science, mathematics, history-social science, technology, and visual and performing arts. This involves developing a plan by January 15, 2015, as specified.

14)Relating to summative assessments for ELA in primary languages other than English, this bill requires all of the following:

a) Requires the SPI, by November 2014, to consult with stakeholders (including EL experts) to determine if a stand-alone ELA and mathematics primary language assessment is needed to supplement the consortium assessment. This bill specifies that the intent of the Legislature is that an assessment developed pursuant to this provision be included in the state's accountability system.

b) Requires the SPI to report and make recommendations to the SBE no later than November 30, 2014, regarding the implementation timeline and costs for a stand-alone ELA summative assessment in primary languages other than English.

c) Requires the SPI to develop and administer a primary language assessment no later than the 2016-17 school year.

1)Requires CDE to administer an LEA survey to determine how school districts are progressing toward implementation of a technology-enabled assessment system and update the results biannually. Further requires the SPI to make recommendations to the Legislature, on or before January 31, 2014, to identify LEA

needs in order to implement the system.

2)Requires CDE to contract for a multi-year independent evaluation of the assessments, with evaluation reports every three years.

3)Requires the SPI to submit an annual report to the SBE containing an analysis of the results of the summative assessments administered under the CalMAPP21 and simultaneously make this report available on the Internet.

4)Requires the SPI to periodically report to the SBE on the implementation of the CalMAPP21.

5)Requires the SPI to make recommendations to the SBE regarding the development of a transitional Academic Performance Index (API) for use as California transitions from the STAR Program to the CalMAPP21.

6)Identifies this as an urgency statute with an effective date of July 1, 2013.

FISCAL EFFECT : According to the Assembly Education Committee, the fiscal effects of this bill are as follows:

1)CalMAPP21 Costs<1> :

a) 2013-14 Fiscal Year (FY) : Total General Fund/Proposition 98 STAR contract and apportionment savings of approximately $15.1 million to only administer the required ESEA assessments. Of this savings, approximately $11.3 million is contract savings and $3.8 million is apportionment savings. The state provides LEAs and charter schools with an apportionment reimbursement of $2.52 per pupil for administering these assessments.

b) 2014-15 FY and beyond : While the actual costs of administering the Summative Multi-State Assessment Resources for Teachers and Educational Researchers (SMARTER) Balanced Consortium assessments are not finalized, initial estimates indicate annual total costs would be approximately $97.1

<1>These costs are General Fund/Proposition 98 only and do not include federal funds. The state does receive federal NCLB Title VI funds to offset state assessments costs for the STAR program, the CAHSEE, and the California English Language Development Test.

million General Fund/Proposition 98 at full implementation, which is approximately $31.1 million General Fund/Proposition 98 more than currently being allocated annually for the STAR program at full implementation. This assumes grades 3-11 are assessed ($66.4 million) and grade 9, 11, and 12 receive an "add-on" assessment ($30.7 million). The consortium assessments are vastly different than the current STAR assessments. For example, these assessments are designed to be online and computer adaptive as opposed to the paper - and - pencil STAR assessments currently administered to pupils. Likewise, there will be optional initial and formative assessments as part of this system. These assessments will be given throughout the year to help teachers and administrators receive interim data on how pupils are progressing on academic content throughout the year.

2)Other Costs :

a) General Fund administrative costs to CDE, likely between $500,000 and $1 million, to convene stakeholder groups to discuss the development of an alternative assessment for individuals with exceptional needs, a science assessment aligned to the NGSS, and standards-aligned primary language assessment for EL pupils, as specified.

b) General Fund/Proposition 98 cost pressure, at least in the tens of millions, to CDE to develop non-required ESEA assessments (e.g., history-social science, science tests at the high school level, primary language assessments, and high school math assessments) and the assessments referenced above for individuals with exceptional needs and EL pupils.

c) General Fund/Proposition 98 costs likely between $500,000 and $1 million, to CDE to contract for a multi-year, independent evaluation of CalMAPP21, as specified.

COMMENTS :

Background : California's state assessment program is comprised of three major testing components, the STAR Program, the English language development test (the California English Language Development Test, (CELDT), is the adopted test), and a high school

exit examination (the California High School Exit Examination, CAHSEE, is currently the designated test). The program also includes a number of smaller, more specialized assessments.

The STAR Program, initially authorized in 1997, requires testing of students in English language arts, mathematics, science, and history/social science at specified grade levels. Today, the STAR Program includes the CSTs, the California Alternate Performance Assessment (CAPA) administered to students with significant cognitive disabilities, the California Modified Assessment (CMA) administered to students whose disabilities preclude them from achieving grade-level proficiency on an assessment of the California content standards with or without testing accommodations, and a Standards-based Test in Spanish (STS) that is administered to Spanish speaking English learners who have been in school in the U.S. less than 12 months or who are receiving instruction in Spanish. Results for STAR tests are reported for the individual pupil, but no accountability attaches to these individual results; the state and federal accountability systems are primarily based on the aggregated STAR test scores from all pupils in a school or school district.

Consortium Assessments : This bill defines consortium assessments as those assessments developed by a multistate collaborative organized to develop a comprehensive system of assessments or formative tools. For California, this means the SMARTER Balanced Consortium (SBAC). SBAC is a national consortium of 25 states that have been working collaboratively to develop a student assessment system aligned with the CCSS. On June 9, 2011, California joined SBAC as a governing state, which allows California to participate in decision-making. The SBAC is developing an assessment system that will be complete in time for administration during the 2014-15 school year. It will measure ELA and mathematics in grades 3 through 8 and grade 11 across the full range of the CCSS. It is important to note that California's schools may struggle to transition to an online computer adaptive system. In response, the SBAC has ensured it will make available a paper-and-pencil administration option for the summative assessment available to states for three years following the launch of the assessment system (through 2016-17). This bill also contemplates participation in a similar consortium that may develop around the assessment of the NGSS which are scheduled to be considered by the SBE in the Fall of 2013.

Suspension of STAR Program : This bill suspends, effective July 1,

2013, the administration of assessments required as a part of the STAR Program except for those assessments in the core subject necessary to satisfy the Adequate Yearly Progress requirements of ESEA. ESEA requires assessments in ELA and mathematics to all students in grades 3 to 8, inclusive and grade 10 and science assessments in grades 5, 8, and 10. In the 2014-15 school year with the requirement to use the consortium assessments for ELA and mathematics, this will require the STAR Program only for science testing in grade 5, 8, and 10. It is important to note that there may be unintended consequences of suspending the STAR Program. For example, there are already numerous complaints of a narrowed curriculum; would this narrowing be intensified by assessments that include only ELA, mathematics, and science? In the Assembly Education Committee the author committed to a holistic approach to this assessment system that is consistent with the stated purpose of this system, including the use of assessments as one performance measure of many, without using assessments to drive instruction.

Requirement to Develop Assessments for All Academic Content Standard Areas :
This bill calls for the development of assessments in content areas that are currently not included in the statewide assessment program including assessments that measure the degree to which pupils are achieving the academic content standards in visual and performing arts, foreign languages, physical education, and history/social science. The bill does not specify the grade levels or frequency of the assessments to be developed, but does suggests a drastic expansion of the existing assessment system. In the Assembly Education Committee the author committed to developing a timetable by which the SPI must develop each of the identified assessments.

Related legislation :

SB 247 (Liu), eliminates the requirement that assessments be administered to pupils in grade 2 pursuant to the STAR Program, beginning July 1, 2014, requires the CDE to make available to school districts existing diagnostic assessments that are appropriate for grade 2, and extends the STAR Program by two years to July 1, 2016.

SB 490 (Jackson), encourages CSUs participating in the EAP to sequence their pre-collegiate level courses and transfer-level courses in English and mathematics to CCSS.

Previous legislation :

AB 1458 (Steinberg), Chapter 577, Statutes of 2012, makes changes to the API, and in part specifies achievement test results shall constitute no more than 60% of the value of the API for secondary schools.

AB 1485 (Firebaugh), Chapter 773, Statutes of 2003, in relevant part requires the CDE to use specified federal funds to develop academic assessments, as specified, in the primary languages of limited English proficient pupils.

SB 376 (Alpert), Chapter 828, Statutes of 1997, created the STAR Program and authorized assessments in grades 2-11 until January 1, 2002.

Analysis Prepared by : Jill Rice / ED. / (916) 319-2087

FN: 0000987

IDEA Regulations

INDIVIDUALIZED EDUCATION PROGRAM (IEP)

(See also Individualized Education Program (IEP) Team Meetings and Changes to the IEP, Statewide and Districtwide Assessments and Secondary Transition)

The reauthorized *Individuals with Disabilities Education Act (IDEA)* was signed into law on Dec. 3, 2004, by President George W. Bush. The provisions of the act became effective on July 1, 2005, with the exception of some of the elements pertaining to the definition of a "highly qualified teacher" that took effect upon the signing of the act. The final regulations were published on Aug. 14, 2006. This is one in a series of documents, prepared by the Office of Special Education and Rehabilitative Services (OSERS) in the U.S. Department of Education that covers a variety of high-interest topics and brings together the regulatory requirements related to those topics to support constituents in preparing to implement the new regulations.[1] This document addresses significant changes from preexisting regulations to the final regulatory requirements regarding IEPs.

***IDEA* Regulations**

1. Revise general requirements for the content of IEPs.

As used in Part 300, the term individualized education program or IEP means a written statement for each child with a disability that is developed, reviewed, and revised in a meeting in accordance with 34 CFR 300.320 through 300.324, and that must include:

- A statement of the child's present levels of academic achievement and functional performance…
- A statement of measurable annual goals, including academic and functional goals designed to:
  - Meet the child's needs that result from the child's disability to enable the child to be involved in and make progress in the general education curriculum; and
  - Meet each of the child's other educational needs that result from the child's disability;
- For children with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives;
- A description of:
  - How the child's progress toward meeting the annual goals described in 34 CFR 300.320(a)(2) will be measured; and
  - When periodic reports on the progress the child is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;

[1] Topics in this series include: Alignment With the *No Child Left Behind (NCLB) Act*; Changes in Initial Evaluation and Reevaluation; Children Enrolled by Their Parents in Private Schools; Discipline; Disproportionality and Overidentification; Early Intervening Services; Highly Qualified Teachers; Identification of Specific Learning Disabilities; Individualized Education Program (IEP) Team Meetings and Changes to the IEP; Individualized Education Program (IEP); Local Funding; Monitoring, Technical Assistance and Enforcement; *National Instructional Materials Accessibility Standard (NIMAS)*; Part C Amendments in *IDEA* 2004; Part C Option: Age 3 to Kindergarten Age; Procedural Safeguards: Surrogates, Notice and Consent; Procedural Safeguards: Mediation; Procedural Safeguards: Resolution Meetings and Due Process Hearings; Secondary Transition; State Complaint Procedures; State Funding; and Statewide and Districtwide Assessments. Documents are available on the *IDEA* Web site at: http://IDEA.ed.gov.

- A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child…
- A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on State and districtwide assessments consistent with section 612(a)(16) of the Act; and if the IEP Team determines that the child must take an alternate assessment instead of a particular regular State or districtwide assessment of student achievement, a statement of why the child cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate for the child….

[34 CFR 300.320(a)] [20 U.S.C. 1414(d)(1)(A)(i)]

2. Revise requirements for the content of IEPs relating to transition services.

Beginning not later than the first IEP to be in effect when the child turns 16, or younger if determined appropriate by the IEP Team, and updated annually thereafter, the IEP must include:

- Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and
- The transition services (including courses of study) needed to assist the child in reaching those goals.

[34 CFR 300.320(b)] [20 U.S.C. 1414(d)(1)(A)(i)(VIII)(aa) and (bb)]

3. Clarify requirements regarding transfer of rights.

Beginning not later than one year before the child reaches the age of majority under State law, the IEP must include a statement that the child has been informed of the child's rights under Part B of the Act, if any, that will transfer to the child on reaching the age of majority under 34 CFR 300.520.

[34 CFR 300.320(c)] [20 U.S.C. 1414(d)(1)(A)(i)(VIII)(cc)]

4. Include a rule of construction regarding the content of IEPs.

Nothing in 34 CFR 300.320 shall be construed to require:

- That additional information be included in a child's IEP beyond what is explicitly required in section 614 of the Act; or
- The IEP Team to include information under one component of a child's IEP that is already contained under another component of the child's IEP.

[34 CFR 300.320(d)] [20 U.S.C. 1414(d)(1)(A)(ii)]

5. Set forth requirements for IEPs when children with disabilities transfer from one public agency to another.

If a child with a disability (who had an IEP that was in effect in a previous public agency in the same State) transfers to a new public agency in the same State, and enrolls in a new school within the same school year, the new public agency (in consultation with the parents) must provide a free appropriate public education (FAPE) to the child (including services comparable to those described in the child's IEP from the previous public agency), until the new public agency either:

- Adopts the child's IEP from the previous public agency; or
- Develops, adopts, and implements a new IEP that meets the applicable requirements in 34 CFR 300.320 through 300.324.

[34 CFR 300.323(e)] [20 U.S.C. 1414(d)(2)(C)(i)(I)]

If a child with a disability (who had an IEP that was in effect in a previous public agency in another State) transfers to a public agency in a new State, and enrolls in a new school within the same school year, the new public agency (in consultation with the parents) must provide the child with FAPE (including services comparable to those described in the child's IEP from the previous public agency), until the new public agency:

- Conducts an evaluation pursuant to 34 CFR 300.304 through 300.306 (if determined to be necessary by the new public agency); and
- Develops, adopts, and implements a new IEP, if appropriate, that meets the applicable requirements in 34 CFR 300.320 through 300.324.

[34 CFR 300.323(f)] [20 U.S.C. 1414(d)(2)(C)(i)(II)]

To facilitate the transition for a child described in 34 CFR 300.323(e) and (f):

- The new public agency in which the child enrolls must take reasonable steps to promptly obtain the child's records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous public agency in which the child was enrolled, pursuant to 34 CFR 99.31(a)(2) [Family Educational Rights and Privacy Act regulations regarding conditions under which prior consent is not required to disclose information]; and
- The previous public agency in which the child was enrolled must take reasonable steps to promptly respond to the request from the new public agency.

[34 CFR 300.323(g)] [20 U.S.C. 1414(d)(2)(C)(ii)]

Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2014–15

(Revised: March 12, 2015)

Matrix One:

Purpose and Use: This document displays the universal tools, designated supports, and accommodations (embedded and non-embedded) allowed as part of the California Assessment of Student Performance and Progress (CAASPP) for 2014–15. This document should be used in conjunction with the *Smarter Balanced Assessment Consortium: Usability, Accessibility, and Accommodations Guidelines*, available at http://www.cde.ca.gov/ta/tg/sa/access.asp, and the *California Code of Regulations*, Title 5, *(CCR)* sections 850 to 868 available at http://www.cde.ca.gov/ta/tg/ca/, in the determination of supports for individual pupils. The appropriate use of embedded and non-embedded universal tools, designated supports, and/or accommodations on CAASPP tests are restricted to only those identified in this document. Individualized aids (an explanation of which can be found in Part 3, beginning on page nine) contains a listing of identified individualized aids and information about requesting the use of the identified and unidentified individualized aids.

Part 1: Embedded Supports

Embedded supports are digitally-delivered features or settings available as part of the technology platform for the computer-administered CAASPP tests. These supports do not change or alter the construct being measured.

Universal Tool (U) Designated Support (D) Accommodation (A)	English-Language Arts			Mathematics
	Reading	Writing	Listening	
American Sign Language	–	–	A	A
Breaks	U	U	U	U
Braille	A	A	A	A

Universal Tools (U)	Are available for all pupils. Pupils may turn the support(s) on/off when embedded as part of the technology platform for the computer-administered CAASPP tests or may choose to use it/them when provided as part of a paper-pencil test.
Designated Supports (D)	All pupils shall be permitted the following designated supports on the CAASPP tests, when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan. An English learner shall be permitted the following designated supports on the CAASPP tests when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s).
Accommodations (A)	For the CAASPP assessment system, eligible pupils shall be permitted to take the tests with accommodations if specified in the pupil's individualized educational program (IEP) or Section 504 plan.

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Universal Tool (U) Designated Support (D) Accommodation (A)	English-Language Arts			Mathematics
	Reading	Writing	Listening	
Calculator	–	–	–	U (for specific items)
Closed Captioning	–	–	A	–
Color Contrast	D	D	D	D
Digital Notepad	U	U	U	U
English Dictionary	–	U (for ELA-performance task-long essay[s], not short paragraph responses)	–	–
English Glossary	U	U	U	U
Expandable Passages	U	U	U	U
Global Notes	–	U (for ELA-performance task-long essay[s], not short paragraph responses)	–	–
Highlighter	U	U	U	U
Keyboard Navigation	U	U	U	U
Mark for Review	U	U	U	U
Masking	D	D	D	D
Math Tools (i.e., embedded ruler, embedded protractor)	–	–	–	U (for specific items)
Spell Check	–	U (for specific items)	–	–

Universal Tools (U)	Are available for all pupils. Pupils may turn the support(s) on/off when embedded as part of the technology platform for the computer-administered CAASPP tests or may choose to use it/them when provided as part of a paper-pencil test.
Designated Supports (D)	All pupils shall be permitted the following designated supports on the CAASPP tests, when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan. An English learner shall be permitted the following designated supports on the CAASPP tests when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s).
Accommodations (A)	For the CAASPP assessment system, eligible pupils shall be permitted to take the tests with accommodations if specified in the pupil's individualized educational program (IEP) or Section 504 plan.

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Universal Tool (U) Designated Support (D) Accommodation (A)	English-Language Arts			Mathematics
	Reading	Writing	Listening	
Streamlining	A	A	A	A
Strikethrough	U	U	U	U
Text-to-Speech	D (for items, not passages) A (for ELA reading passages, grades 6–8 and 11)	D	D	D
Translated Test Directions	–	–	–	D
Translations (Glossary)	–	–	–	D
Translations (Stacked)	–	–	–	D
Turn off Any Universal Tool	D	D	D	D
Writing Tools (i.e., bold, italic, bullets, undo/redo)	–	U (for specific items)	–	–
Zoom (in/out)	U	U	U	U

Universal Tools (U)	Are available for all pupils. Pupils may turn the support(s) on/off when embedded as part of the technology platform for the computer-administered CAASPP tests or may choose to use it/them when provided as part of a paper-pencil test.
Designated Supports (D)	All pupils shall be permitted the following designated supports on the CAASPP tests, when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan. An English learner shall be permitted the following designated supports on the CAASPP tests when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s).
Accommodations (A)	For the CAASPP assessment system, eligible pupils shall be permitted to take the tests with accommodations if specified in the pupil's individualized educational program (IEP) or Section 504 plan.

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Part 2: Non-Embedded Supports

Non-embedded supports are available, when provided by the local educational agency (LEA), for either computer-administered or paper-pencil CAASPP tests. These supports are not part of the technology platform for the computer-administered CAASPP tests. These supports do not change or alter the construct being measured.

Universal Tool (U) Designated Support (D) Accommodation (A)	English-Language Arts			Mathematics	Science California Standards Test (CST) and California Modified Assessment (CMA)	Primary Language Standards Test in Spanish (STS) for Reading/Language Arts
	Reading	Writing	Listening			
Administration of the test to the pupil at the most beneficial time of day	D	D	D	D	D	D
Abacus	–	–	–	A	A	–
Alternate Response Options Includes adapted keyboards, large keyboards, StickyKeys, MouseKeys, FilterKeys, adapted mouse, touch screen, head wand, and switches. (previously known as "Assistive device that does not interfere with the independent work of the student on the multiple choice and/or essay responses [writing portion of the test]")	A	A	A	A	–	–
American Sign Language	D (for items, not passages) [i]A (for ELA reading passages, grades 6–8 and 11)	A	A	A	A	A (for items, not passages)

Universal Tools (U)	Are available for all pupils. Pupils may turn the support(s) on/off when embedded as part of the technology platform for the computer-administered CAASPP tests or may choose to use it/them when provided as part of a paper-pencil test.
Designated Supports (D)	All pupils shall be permitted the following designated supports on the CAASPP tests, when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan. An English learner shall be permitted the following designated supports on the CAASPP tests when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s).
Accommodations (A)	For the CAASPP assessment system, eligible pupils shall be permitted to take the tests with accommodations if specified in the pupil's individualized educational program (IEP) or Section 504 plan.

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Universal Tool (U) Designated Support (D) Accommodation (A)	English-Language Arts			Mathematics	Science	Primary Language
	Reading	Writing	Listening		California Standards Test (CST) and California Modified Assessment (CMA)	Standards Test in Spanish (STS) for Reading/Language Arts
Bilingual Dictionary	–	D (for ELA-performance task-long essay[s], not short paragraph responses)	–	–	–	–
Breaks (previously known as "Extended Time" or "Test over more than one day for a test or test part to be administered in a single sitting" or "supervised breaks within a section of the test")	U	U	U	U	U	U
Braille (paper-pencil tests)	A	A	A	A	A	A
Calculator	–	–	–	A (for specific items)	–	–
Color Contrast	D	D	D	D	–	–
Color Overlay (previously known as "Colored overlay, mask, or other means to maintain visual attention")	D	D	D	D	U	U
English Dictionary	–	U (for ELA-performance task-long essay[s], not short paragraph responses)	–	–	–	–
Large-print versions of a paper-pencil test (as available)	A	A	A	A	A	A
Magnification (previously known as "Visual magnifying equipment")	D	D	D	D	D	D

Universal Tools (U)	Are available for all pupils. Pupils may turn the support(s) on/off when embedded as part of the technology platform for the computer-administered CAASPP tests or may choose to use it/them when provided as part of a paper-pencil test.
Designated Supports (D)	All pupils shall be permitted the following designated supports on the CAASPP tests, when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan. An English learner shall be permitted the following designated supports on the CAASPP tests when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s).
Accommodations (A)	For the CAASPP assessment system, eligible pupils shall be permitted to take the tests with accommodations if specified in the pupil's individualized educational program (IEP) or Section 504 plan.

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Universal Tool (U) Designated Support (D) Accommodation (A)	English-Language Arts			Mathematics	Science	Primary Language
	Reading	Writing	Listening		California Standards Test (CST) and California Modified Assessment (CMA)	Standards Test in Spanish (STS) for Reading/Language Arts
Math Tools (i.e., non-embedded ruler, non-embedded protractor)	–	–	–	U (for specific items)	–	–
Multiplication Table	–	–	–	A (beginning in grade 4)	–	–
Noise buffers (e.g., individual carrel or study enclosure or noise-cancelling headphones)	D	D	D	D	D	D
Print on Demand	A	A	A	A	–	–
Pupil marks in paper-pencil test booklet (other than responses including highlighting)	U	U	U	U	U	U
Read Aloud (previously known as "Test questions and answer options read aloud to pupil or used audio CD presentation – excluding passages")	D (for items, not passages) A (for ELA reading passages)	D	D	D	A	A
Scratch Paper	U	U	U	U	U	U

Universal Tools (U)	Are available for all pupils. Pupils may turn the support(s) on/off when embedded as part of the technology platform for the computer-administered CAASPP tests or may choose to use it/them when provided as part of a paper-pencil test.
Designated Supports (D)	All pupils shall be permitted the following designated supports on the CAASPP tests, when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan. An English learner shall be permitted the following designated supports on the CAASPP tests when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s).
Accommodations (A)	For the CAASPP assessment system, eligible pupils shall be permitted to take the tests with accommodations if specified in the pupil's individualized educational program (IEP) or Section 504 plan.

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Universal Tool (U) Designated Support (D) Accommodation (A)	English-Language Arts			Mathematics	Science	Primary Language
	Reading	Writing	Listening		California Standards Test (CST) and California Modified Assessment (CMA)	Standards Test in Spanish (STS) for Reading/Language Arts
Scribe (previously known as "Essay responses dictated orally, in Manually Coded English, or in American Sign Language to a scribe, audio recorder, or speech-to-text converter" or "Student marks responses in test booklet and responses are transferred to a scorable answer document by an employee of the school, district, or nonpublic school" or "Student dictates multiple-choice question responses orally, or in Manually Coded English to a scribe, audio recorder, or speech-to-text converter for selected-response items")	D	A	D	D	A	A
Separate Setting (previously known as "Test individual student separately, provided that a test examiner directly supervises the student" or "Test student in a small group setting" or "Test administered at home or in hospital by test examiner")	D	D	D	D	D	D
Simplified or clarified test administration directions (does not apply to test questions)	U	U	U	U	U	U
Special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture	D	D	D	D	D	D

Universal Tools (U)	Are available for all pupils. Pupils may turn the support(s) on/off when embedded as part of the technology platform for the computer-administered CAASPP tests or may choose to use it/them when provided as part of a paper-pencil test.
Designated Supports (D)	All pupils shall be permitted the following designated supports on the CAASPP tests, when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan. An English learner shall be permitted the following designated supports on the CAASPP tests when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s).
Accommodations (A)	For the CAASPP assessment system, eligible pupils shall be permitted to take the tests with accommodations if specified in the pupil's individualized educational program (IEP) or Section 504 plan.

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Universal Tool (U) Designated Support (D) Accommodation (A)	English-Language Arts			Mathematics	Science	Primary Language
	Reading	Writing	Listening		California Standards Test (CST) and California Modified Assessment (CMA)	Standards Test in Spanish (STS) for Reading/Language Arts
Speech-to-Text (previously known as "Essay responses dictated orally, in Manually Coded English, or in American Sign Language to a scribe, audio recorder, or speech-to-text converter" or "Student dictates multiple-choice question responses orally, or in Manually Coded English to a scribe, audio recorder, or speech-to-text converter for selected-response items")	A	A	A	A	A	A
Thesaurus	–	U (for ELA-performance task-long essay[s], not short paragraph responses)	–	–	–	–
Translated Test Directions	–	–	–	D	D	D
Translations (Glossary) (previously known as "Access to translation glossaries/word lists (English-to-primary language). Glossaries/word lists shall not include definitions or formulas.)	–	–	–	[i]D (for only the 10 languages supported by the Smarter Balanced Assessment Consortium)	D	D
The use of additional individualized aids can be requested.	The LEA may submit a request in writing to the California Department of Education (CDE), prior to the administration of a CAASPP test, for approval for the use of an individualized aid. The LEA CAASPP Coordinator or CAASPP Test Site Coordinator shall make the request ten business days prior to the pupil's first day of CAASPP testing.					

Universal Tools (U)	Are available for all pupils. Pupils may turn the support(s) on/off when embedded as part of the technology platform for the computer-administered CAASPP tests or may choose to use it/them when provided as part of a paper-pencil test.
Designated Supports (D)	All pupils shall be permitted the following designated supports on the CAASPP tests, when determined for use by an educator or group of educators or specified in a pupil's IEP or Section 504 Plan. An English learner shall be permitted the following designated supports on the CAASPP tests when determined for use by an educator or group of educators, who may seek input from a parent(s) or guardian(s).
Accommodations (A)	For the CAASPP assessment system, eligible pupils shall be permitted to take the tests with accommodations if specified in the pupil's individualized educational program (IEP) or Section 504 plan.

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Part 3: Individualized Aids

Individualized aids are not universal tools, designated supports, or accommodations. Individualized aids shall be available if specified in the eligible pupil's individualized education program (IEP) or Section 504 plan.

If an IEP team or Section 504 plan identifies and designates a resource not identified in Matrix One the LEA CAASPP Coordinator or the CAASPP Test Site Coordinator may submit the CAASPP Individualized Aid Request Form.

Approval will be granted by the CDE for use of this unidentified individualized aid based on the IEP team's and/or Section 504 plan's designation and if the individualized aid does not compromise the test's integrity or security. Smarter Balanced Assessment Consortium, in concert with the CDE, shall make a determination of whether the requested individualized aid changes the construct being measured (outside of this approval process.) This determination will be done after all testing has been completed.

CCR Section 853.5(h) states that the use of "individualized aids that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with individualized aids that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will receive an individual score report with their actual score [raw score]." IEP teams should be made aware of this regulation when writing the IEP but should not allow the impact of a LEA's accountability to outweigh the needs of the students.

Information about the purpose and use of the CAASPP Individualized Aid Request Form and the online submission is available on the CAASPP Test Administration Forms Web page at http://californiatac.org/administration/forms/index.html.The form must be submitted ten business days prior to the pupil's first day of testing. The CDE will reply to the request within four business days.

CCR Section 853.5(h) has identified the following non-embedded individualized aids for English-language arts, mathematics, science and primary language (see page 10 for a list of identified non-embedded individualized aids.). The LEA shall use the CAASPP Individualized Aid Request Form to request the use of these identified individualized aids as well as any unlisted individualized aid(s).

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Identified Non-embedded Individualized Aids that Change the Construct Being Measured:						
	English-Language Arts			Mathematics	Science (CST and CMA)	Primary Language Test (STS for Reading/ Language Arts)
	Reading	Writing	Listening			
American Sign Language	X (for ELA passages, grades 3, 4, and 5)					X (for reading passages)
Bilingual Dictionary	X		X	X	X	X
Calculator				X (for non-specified items)	X	
English Dictionary	X		X	X	X	X
Math Tools (i.e., non-embedded ruler, non-embedded protractor)				X (for non-specified items)		
Multiplication Table				X (for grade 3)		
Thesaurus	X		X	X	X	X
Translated Test Directions	X	X	X			
Translations (Glossary) (previously known as "Access to translation glossaries/word lists (English-to-primary language). Glossaries/word lists shall not include definitions or formulas.)	X	X	X			

[i] For 2014-15 the Smarter Balanced consortium will provide translations (glossaries) in the following ten languages: Cantonese; Mandarin; Spanish; Arabic; Filipino (Ilokano and Tagalog); Ukrainian; Vietnamese; Punjabi (East and West); Korean; and Russian.

2015 by the California Department of Education

Smarter Balanced Assessment Consortium:

Usability, Accessibility, and Accommodations Guidelines

Prepared with the assistance of the
National Center on Educational Outcomes

August 25, 2015

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Introduction

The Smarter Balanced Assessment Consortium (Smarter Balanced) strives to provide every student with a positive and productive assessment experience, generating results that are a fair and accurate estimate of each student's achievement. Further, Smarter Balanced is building on a framework of accessibility for **all** students, including English Language Learners (ELLs), students with disabilities, and ELLs with disabilities, but not limited to those groups. In the process of developing its next-generation assessments to measure students' knowledge and skills as they progress toward college and career readiness, Smarter Balanced recognized that the validity of assessment results depends on each and every student having appropriate universal tools, designated supports, and accommodations when needed based on the constructs being measured by the assessment. This document was developed for the Smarter Balanced members to guide the selection and administration of universal tools, designated supports, and accommodations.

The Smarter Balanced assessment is based on the Common Core State Standards (CCSS). Thus, the universal tools, designated supports, and accommodations that are appropriate for the Smarter Balanced assessment may be different from those that members allowed in the past. For the secure summative assessments, a member can only make available to students the universal tools, designated supports, and accommodations that are included in the *Smarter Balanced Usability, Accessibility, and Accommodations Guidelines.* A member may elect **not to make available** to its students, any universal tool, designated support, or accommodation that is otherwise included in the *Guidelines* when the implementation or use of the universal tool, designated support, or accommodation is in conflict with a member's law, regulation, or policy.

These *Guidelines* describe the Smarter Balanced universal tools, designated supports, and accommodations available for the Smarter Balanced assessments at this time (see Appendix A). The specific universal tools, designated supports, and accommodations approved by Smarter Balanced may change in the future if additional tools, supports or accommodations are identified for the assessment based on member experience and research findings. The Consortium will establish a standing committee, including representatives from Governing Members that will review suggested additional universal tools, designated supports, and accommodations to determine if changes are warranted.

Proposed changes to the list of universal tools, designated supports, and accommodations will be brought to Governing Members for review, input, and vote for approval. Furthermore, members may issue temporary approvals (i.e., one summative assessment administration) for individual unique student accommodations or designated supports. K-12 leads will evaluate formal requests for unique accommodations/designated supports and determine whether or not the request poses a threat to the measurement of the construct. Upon issuing a temporary approval, the member will send documentation of the approval to the Consortium. The Consortium will consider all members' approved temporary accommodations/designated supports as part of the annual Consortium UAAG review process. If the Consortium determines it requires additional time to study the issue before the Consortium can engage in a vote, a member may notify the Consortium that the Member intends to issue temporary approvals for the same accommodation/designated support during the next summative assessment administration. Members should include in their notification to the Consortium the intended use of the temporary accommodation/support and the rationale for issuing temporary authorizations for the next summative assessment administration. The Consortium will provide to members a list of the temporary accommodations/designated supports issued by

members that are not Consortium approved accommodations/designated supports and cannot be authorized for the next summative assessment administration.

Intended Audience and Recommended Use

The Smarter Balanced Assessment Consortium's *Usability, Accessibility, and Accommodations Guidelines* are intended for school-level personnel and decision-making teams, particularly Individualized Education Program (IEP) teams, as they prepare for and implement the Smarter Balanced assessment. The Guidelines provide information for classroom teachers, English development educators, special education teachers, and related services personnel to use in selecting and administering universal tools, designated supports, and accommodations for those students who need them. The Guidelines are also intended for assessment staff and administrators who oversee the decisions that are made in instruction and assessment.

The Smarter Balanced *Guidelines* apply to **all** students. They emphasize an individualized approach to the implementation of assessment practices for those students who have diverse needs and participate in large-scale content assessments. This document focuses on universal tools, designated supports, and accommodations for the Smarter Balanced content assessments of English language arts/literacy and mathematics (math). At the same time, it supports important instructional decisions about accessibility and accommodations for students who participate in the Smarter Balanced assessments. It recognizes the critical connection between accessibility and accommodations in instruction and accessibility and accommodations during assessment. Professional development materials that support the *Guidelines* and this critical instruction-assessment link will be available in the spring of 2014. The *Guidelines* also are supported by the Smarter Balanced Test Administration Manual.

Smarter Balanced Assessment Design

The Smarter Balanced Assessment Consortium has developed a system of valid, reliable, and fair next-generation assessments aligned to the CCSS in English language arts (ELA)/literacy and mathematics for grades 3-8 and 11. The system includes summative assessments for accountability purposes, optional interim assessments for local use, and formative tools and processes for instructional use. Computer adaptive testing technologies are used for the summative and interim assessments to provide meaningful feedback and actionable data that teachers and other stakeholders can use to help students succeed. For more information, visit www.smarterbalanced.org/smarter-balanced-assessments/.

Recognizing Access Needs in All Students

All students (including students with disabilities, ELLs, and ELLs with disabilities) are to be held to the same expectations for participation and performance on member assessments. Specifically, all students enrolled in grades 3-8 and 11 are required to participate in the Smarter Balanced mathematics assessment except:

- Students with the most significant cognitive disabilities who meet the criteria for the mathematics alternate assessment based on alternate achievement standards (approximately 1% or fewer of the student population).

All students enrolled in grades 3-8 and 11 are required to participate in the Smarter Balanced English language/literacy assessment except:

- Students with the most significant cognitive disabilities who meet the criteria for the English language/literacy alternate assessment based on alternate achievement standards (approximately 1% or fewer of the student population).
- ELLs who are enrolled for the first year in a U.S. school. These students instead participate in their required English language proficiency assessment.

Federal laws governing student participation in assessments must meet the requirements of the Elementary and Secondary Education Act (ESEA) (reauthorized as the No Child Left Behind Act of 2001 – NCLB), the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), and Section 504 of the Rehabilitation Act of 1973 (reauthorized in 2008).

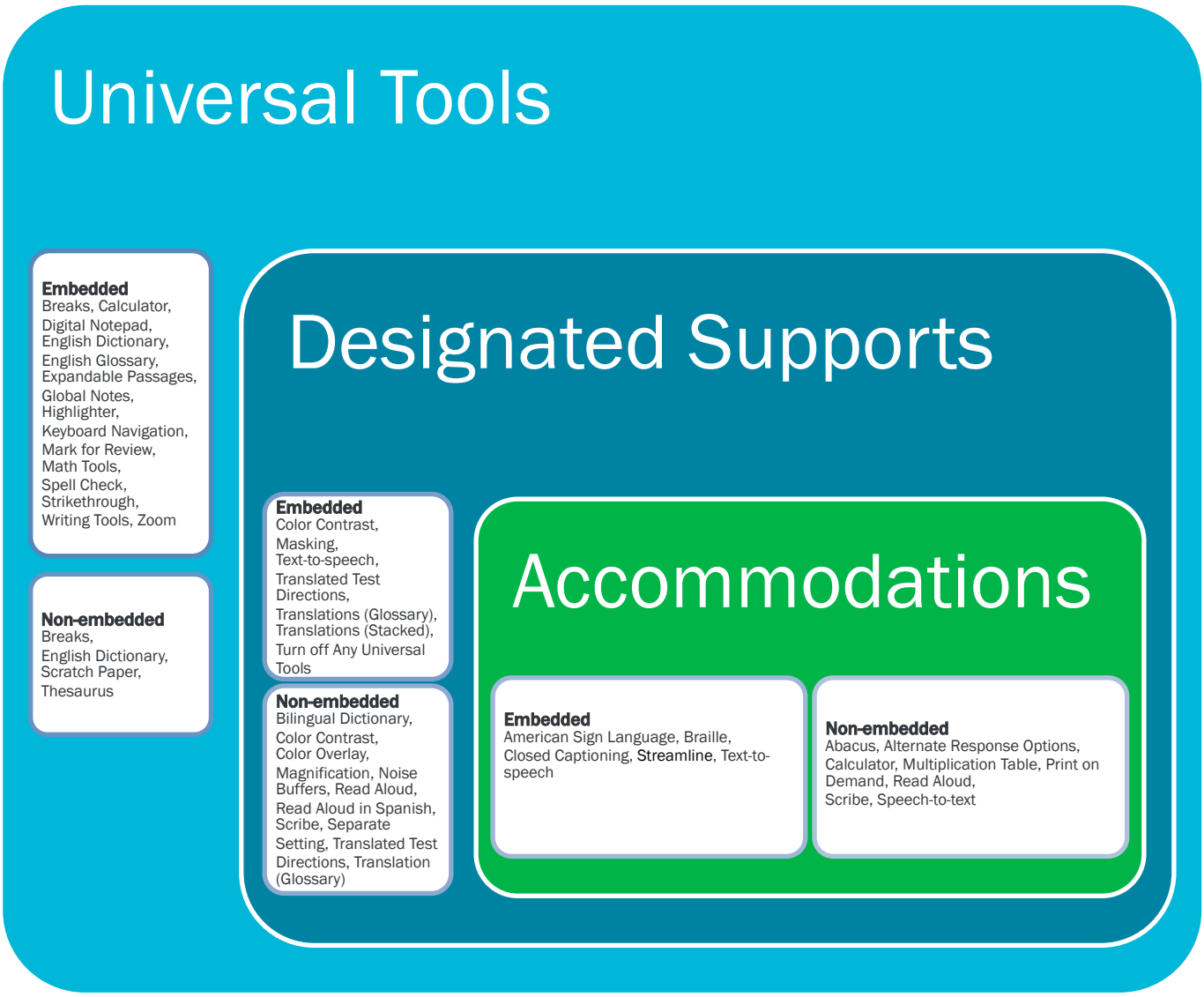
Recognizing the diverse characteristics and needs of students who participate in the Smarter Balanced assessments, the Smarter Balanced members worked together through the Smarter Balanced Test Administration and Student Access Work Group to develop an *Accessibility and Accommodations Framework* that guided the consortium as it worked to reach agreement on the specific tools, supports, and accommodations available for the assessment. The Work Group also considered research-based lessons learned about universal design, accessibility tools, and accommodations (see Appendix B).

The conceptual model that serves as the basis for the *Usability, Accessibility, and Accommodations Guidelines* is shown in Figure 1. This figure portrays several aspects of the Smarter Balanced assessment features – universal tools (available for all students), designated supports (available when indicated by an adult or team), and accommodations (available need is documented in an Individualized Education Program – IEP or 504 plan). It also portrays the additive and sequentially-inclusive nature of these three aspects. Universal tools are available to all students, including those receiving designated supports and those receiving accommodations. Designated supports are available only to students for whom an adult or team has indicated the need for these accommodations (as well as those students for whom the need is documented). Accommodations are available only to those students with documentation of the need through a formal plan (i.e., IEP). Those students also may use designated supports and universal tools.

A universal tool for one content focus may be an accommodation for another content focus (see, for example, calculator). Similarly, a designated support may also be an accommodation, depending on the content target (see, for example, scribe). This approach is consistent with the emphasis that Smarter Balanced has placed on the validity of assessment results coupled with access. **Universal tools, designated supports, and accommodations all yield valid scores that count as participation in assessments that meet the requirements of ESEA when used in a manner consistent with the *Guidelines.***

Also, as shown in Figure 1, for each category of assessment features – universal tools, designated supports, and accommodations – there exist both embedded and non-embedded versions of the tools, supports, or accommodations depending on whether they are provided as digitally-delivered components of the test administration system or separate from it.

Figure 1: Conceptual Model Underlying the Smarter Balanced *Usability, Accessibility, and Accommodations Guidelines.*



The Conceptual Model recognizes that all students should be held to the same expectations for instruction in CCSS and have available to them universal accessibility features. It also recognizes that some students may have certain characteristics and access needs that require the use of accommodations for instruction and when they participate in the Smarter Balanced assessments.

These *Guidelines* present the current universal tools, designated supports, and accommodations adopted by the Smarter Balanced members to ensure valid assessment results for all students taking its assessments.

Structure of This Document

This document is divided into several parts:

- **Introduction:** This section introduces the document and the conceptual model that is the basis for the universal tools, designated supports, and accommodations in the *Guidelines*.
- **Section I:** This section features the Consortium's universal tools.
- **Section II:** This section features the designated supports available on Smarter Balanced assessments.
- **Section III:** This section features the accommodations available on Smarter Balanced assessments.
- **Appendix A:** This appendix provides a summary list of Smarter Balanced's universal tools, designated supports, and accommodations.
- **Appendix B:** This appendix describes lessons learned from research on universal design, accessibility tools, and accommodations.
- **Appendix C:** This appendix provides Frequently Asked Questions.
- **Appendix D:** This appendix provides the Read Aloud Protocol (March 11, 2014).
- **Appendix E**: This appendix provides the Scribing Protocol (April 1, 2014).
- **Appendix F**: This appendix provides a Revision Log that lists all changes to this document by section, page, description, date, and version.

Section I: Smarter Balanced Universal Tools

What Are Universal Tools?

Universal tools are access features of the assessment that are either provided as digitally-delivered components of the test administration system or separate from it. Universal tools are available to all students based on student preference and selection.

Embedded Universal Tools

The Smarter Balanced digitally-delivered assessments include a wide array of embedded universal tools. These are available to all students as part of the technology platform.

Table 1 lists the embedded universal tools available to all students for computer administered Smarter Balanced assessments. It includes a description of each tool. Although these tools are generally available to all students, educators may determine that one or more might be distracting for a particular student, and thus might indicate that the tool should be turned off for the administration of the assessment to the student (see Section II – Designated Supports).

Table 1. Embedded Universal Tools Available to All Students

Universal Tool	Description
Breaks	The number of items per session can be flexibly defined based on the student's need. Breaks of more than 20 minutes will prevent the student from returning to items already attempted by the student. There is no limit on the number of breaks that a student might be given. The use of this universal tool may result in the student needing additional overall time to complete the assessment.
Calculator (for calculator-allowed items only, Grades 6-8 and 11) (See Non-embedded Accommodations for students who cannot use the embedded calculator)	An embedded on-screen digital calculator can be accessed for calculator-allowed items when students click on the calculator button. This tool is available only with the specific items for which the Smarter Balanced Item Specifications indicated that it would be appropriate. When the embedded calculator, as presented for all students, is not appropriate for a student (for example, for a student who is blind), the student may use the calculator offered with assistive technology devices (such as a talking calculator or a braille calculator).
Digital notepad	This tool is used for making notes about an item. The digital notepad is item-specific and is available through the end of the test segment. Notes are not saved when the student moves on to the next segment or after a break of more than 20 minutes.
English Dictionary (for ELA-performance task full writes)	An English dictionary **may** be available for the full write portion of an ELA performance task, **pending contractual discussions**. A full write is the second part of a performance task. The use of this universal tool may result in the student needing additional overall time to complete the assessment.
English glossary	Grade- and context-appropriate definitions of specific construct-irrelevant terms are shown in English on the screen via a pop-up window. The student can access the embedded glossary by clicking on any of the pre-selected terms. The use of this accommodation may result in the student needing additional overall time to complete the assessment.

Universal Tool	Description
Expandable passages	Each passage or stimulus can be expanded so that it takes up a larger portion of the screen.
Global notes (for ELA performance tasks)	Global notes is a notepad that is available for ELA performance tasks in which students complete a full write. A full write is the second part of a performance task. The student clicks on the notepad icon for the notepad to appear. During the ELA performance tasks, the notes are retained from segment to segment so that the student may go back to the notes even though the student is not able to go back to specific items in the previous segment.
Highlighter	A digital tool for marking desired text, item questions, item answers, or parts of these with a color. Highlighted text remains available throughout each test segment.
Keyboard navigation	Navigation throughout text can be accomplished by using a keyboard.
Mark for review	Allows students to flag items for future review during the assessment. Markings are not saved when the student moves on to the next segment or after a break of more than 20 minutes.
Math tools	These digital tools (i.e., embedded ruler, embedded protractor) are used for measurements related to math items. They are available only with the specific items for which the *Smarter Balanced Item Specifications* indicate that one or more of these tools would be appropriate.
Spell check	Writing tool for checking the spelling of words in student-generated responses. Spell check only gives an indication that a word is misspelled; it does not provide the correct spelling. This tool is available only with the specific items for which the Smarter Balanced Item Specifications indicated that it would be appropriate. Spell check is bundled with other embedded writing tools for all performance task full writes (planning, drafting, revising, and editing). A full write is the second part of a performance task.
Strikethrough	Allows users to cross out answer options. If an answer option is an image, a strikethrough line will not appear, but the image will be grayed out.
Writing tools	Selected writing tools (i.e., bold, italic, bullets, undo/redo) are available for all student-generated responses. (Also see spell check.)
Zoom	A tool for making text or other graphics in a window or frame appear larger on the screen. The default font size for all tests is 14 pt. The student can make text and graphics larger by clicking the *Zoom In* button. The student can click the *Zoom Out* button to return to the default or smaller print size. When using the zoom feature, the student only changes the size of text and graphics on the current screen. To increase the default print size of the entire test (from 1.5X to 3.0X default size), the print size must be set for the student in the Administration and Registration Tool (ART), or member's comparable platform), or set by the test administrator prior to the start of the test. This is the only feature that test administrators can set. The use of this universal tool may result in the student needing additional overall time to complete the assessment.

Non-embedded Universal Tools

Some universal tools may need to be provided outside of the computer test administration system. These tools, shown in Table 2, are to be provided locally for those students. They can be made available to any student.

Table 2. Non-embedded Universal Tools Available to All Students

Universal Tool	Description
Breaks	Breaks may be given at predetermined intervals or after completion of sections of the assessment for students taking a paper-based test. Sometimes students are allowed to take breaks when individually needed to reduce cognitive fatigue when they experience heavy assessment demands. The use of this universal tool may result in the student needing additional overall time to complete the assessment.
English Dictionary (for ELA-performance task full writes)	An English dictionary can be provided for the full write portion of an ELA performance task. A full write is the second part of a performance task. The use of this universal tool may result in the student needing additional overall time to complete the assessment.
Scratch paper	Scratch paper to make notes, write computations, or record responses may be made available. Only plain paper or lined paper is appropriate for ELA. Graph paper is required beginning in sixth grade and can be used on all math assessments. A student can use an assistive technology device for scratch paper as long as the device is consistent with the child's IEP and acceptable to the member. **CAT:** All scratch paper must be collected and securely destroyed at the end of each CAT assessment session to maintain test security. **Performance Tasks:** For mathematics and ELA performance tasks, if a student needs to take the performance task in more than one session, scratch paper may be collected at the end of each session, securely stored, and made available to the student at the next performance task testing session. Once the student completes the performance task, the scratch paper must be collected and securely destroyed to maintain test security.
Thesaurus (for ELA-performance task full writes)	A thesaurus contains synonyms of terms while a student interacts with text included in the assessment. A full write is the second part of a performance task. The use of this universal tool may result in the student needing additional overall time to complete the assessment.

Appendix A provides a summary of universal tools, designated supports, and accommodations (both embedded and non-embedded) available for the Smarter Balanced assessments.

Section II: Smarter Balanced Designated Supports

What Are Designated Supports?

Designated supports for the Smarter Balanced assessments are those features that are available for use by **any student** for whom the need has been indicated by an educator (or team of educators with parent/guardian and student). Scores achieved by students using designated supports will be included for federal accountability purposes. It is recommended that a consistent process be used to determine these supports for individual students. All educators making these decisions should be trained on the process and should be made aware of the range of designated supports available. Smarter Balanced members have identified digitally-embedded and non-embedded designated supports for students for whom an adult or team has indicated a need for the support.

Designated supports need to be identified prior to assessment administration. Embedded and non-embedded supports must be entered into the Administration and Registration Tool (ART, or member's comparable platform). Any non-embedded designated supports must be acquired prior to testing.

Who Makes Decisions About Designated Supports?

Informed adults make decisions about designated supports. Ideally, the decisions are made by all educators familiar with the student's characteristics and needs, as well as those supports that the student has been using during instruction and for other assessments. Student input to the decision, particularly for older students, is also recommended.

Forthcoming professional development materials to be available through Smarter Balanced will provide suggestions of processes that may be used if a district or school does not have an existing process in place for adults and others to make decisions about designated supports. The use of an *Individual Student Assessment Accessibility Profile (ISAAP)*, created and provided by Smarter Balanced, is one process that may be used to determine which designated supports should be available for an individual student. Schools may choose to use another decision-making process. **Regardless of the process used, all embedded designated supports must be activated prior to testing by entering information in the ART, or member's comparable platform**.

Embedded Designated Supports

Table 3 lists the embedded designated supports available to all students for whom the need has been indicated. It includes a description of each support along with recommendations for when the support might be needed.

Table 3. Embedded Designated Supports

Designated Support	Description	Recommendations for Use
Color contrast	Enable students to adjust screen background or font color, based on	Students with attention difficulties may need this support for viewing test content.

Designated Support	Description	Recommendations for Use
	student needs or preferences. This may include reversing the colors for the entire interface or choosing the color of font and background.	It also may be needed by some students with visual impairments or other print disabilities (including learning disabilities). Choice of colors should be informed by evidence that color selections meet the student's needs.
Masking	Masking involves blocking off content that is not of immediate need or that may be distracting to the student. Students are able to focus their attention on a specific part of a test item by masking.	Students with attention difficulties may need to mask content not of immediate need or that may be distracting during the assessment. This support also may be needed by students with print disabilities (including learning disabilities) or visual impairments. Masking allows students to hide and reveal individual answer options, as well as all navigational buttons and menus.
Text-to-speech (for math stimuli items and ELA items, not for reading passages)[1] (See Embedded Accommodations for ELA reading passages)	Text is read aloud to the student via embedded text-to-speech technology. The student is able to control the speed as well as raise or lower the volume of the voice via a volume control.	Students who are struggling readers may need assistance accessing the assessment by having all or portions of the assessment read aloud. This support also may be needed by students with reading-related disabilities, or by students who are blind and do not yet have adequate braille skills. This support will likely be confusing and may impede the performance of students who do not regularly have the support during instruction. Students who use text-to-speech will need headphones unless tested individually in a separate setting.
Translated test directions (for math items)	Translation of test directions is a language support available prior to beginning the actual test items. Students can see test directions in another language. As an embedded designated support, translated test directions are automatically a part of the stacked translation designated support.	Students who have limited English language skills can use the translated directions support. This support should only be used for students who are proficient readers in the other language and not proficient in English.
Translations (glossaries) (for math items)	Translated glossaries are a language support. The translated glossaries are provided for selected construct-irrelevant terms for math. Translations for these	Students who have limited English language skills (whether or not designated as ELLs or ELLs with disabilities) can use the translation

[1] See Embedded Accommodations for guidelines on the use of Text-to-speech for ELA reading passages.

Designated Support	Description	Recommendations for Use
	terms appear on the computer screen when students click on them. Students with the language glossary setting enabled can view the translated glossary. Students can also select the audio icon next to the glossary term and listen to the audio recording of the glossary.	glossary for specific items. The use of this support may result in the student needing additional overall time to complete the assessment.
Translations (stacked) (for math items)	Stacked translations are a language support. Stacked translations are available for some students; stacked translations provide the full translation of each test item above the original item in English.	For students whose primary language is not English and who use dual language supports in the classroom, use of the stacked (dual language) translation may be appropriate. Students participate in the assessment regardless of the language. This support will increase reading load and cognitive load. The use of this support may result in the student needing additional overall time to complete the assessment.
Turn off any universal tools	Disabling any universal tools that might be distracting or that students do not need to use, or are unable to use.	Students who are easily distracted (whether or not designated as having attention difficulties or disabilities) may be overwhelmed by some of the universal tools. Knowing which specific tools may be distracting is important for determining which tools to turn off.

Non-embedded Designated Supports

Some designated supports may need to be provided outside of the digital-delivery system. These supports, shown in Table 4, are to be provided locally for those students unable to use the designated supports when provided digitally.

Table 4. Non-embedded Designated Supports

Designated Support	Description	Recommendations for Use
Bilingual dictionary (for ELA-performance task full writes)	A bilingual/dual language word-to-word dictionary is a language support. A bilingual/dual language word-to-word dictionary can be provided for the full write portion of an ELA performance task. A full write is the second part of a performance task.	For students whose primary language is not English and who use dual language supports in the classroom, use of a bilingual/dual language word-to-word dictionary may be appropriate. Students participate in the assessment regardless of the language. The use of this support may result in the student needing additional overall time to complete the assessment.
Color contrast	Test content of online items may be printed with different colors.	Students with attention difficulties may need this support for viewing the test when digitally-provided color contrasts do not meet their needs. Some students with visual impairments or other print disabilities (including learning disabilities) also may need this support. Choice of colors should be informed by evidence of those colors that meet the student's needs.
Color overlays	Color transparencies are placed over a paper-based assessment.	Students with attention difficulties may need this support to view test content. This support also may be needed by some students with visual impairments or other print disabilities (including learning disabilities). Choice of color should be informed by evidence of those colors that meet the student's needs.
Magnification	The size of specific areas of the screen (e.g., text, formulas, tables, graphics, and navigation buttons) may be adjusted by the student with an assistive technology device. Magnification allows increasing the size to a level not provided for by the Zoom universal tool.	Students used to viewing enlarged text or graphics, or navigation buttons may need magnification to comfortably view content. This support also may meet the needs of students with visual impairments and other print disabilities. The use of this designated support may result in the student needing additional overall time to complete the assessment.

Designated Support	Description	Recommendations for Use
Noise Buffers	Ear mufflers, white noise, and/or other equipment used to block external sounds.	Student (not groups of students) wears equipment to reduce environmental noises. Students may have these testing variations if regularly used in the classroom. Students who use noise buffers will need headphones unless tested individually in a separate setting.
Read aloud (for math items and ELA items, not for reading passages) (See Non-embedded Accommodations for ELA reading passages)	Text is read aloud to the student by a trained and qualified human reader who follows the administration guidelines provided in the *Smarter Balanced Test Administration Manual* and *Read Aloud Protocol* (see Appendix D). All or portions of the content may be read aloud.	Students who are struggling readers may need assistance accessing the assessment by having all or portions of the assessment read aloud. This support also may be needed by students with reading-related disabilities, or by students who are blind and do not yet have adequate braille skills. If not used regularly during instruction, this support is likely to be confusing and may impede the performance on assessments. Readers should be provided to students on an individual basis – not to a group of students. A student should have the option of asking a reader to slow down or repeat text. The use of this support may result in the student needing additional overall time to complete the assessment.
Read aloud in Spanish (for mathematics, all grades)	Spanish text is read aloud to the student by a trained and qualified human reader who follows the administration guidelines provided in the *Smarter Balanced Test Administration Manual* and the read aloud guidelines. All or portions of the content may be read aloud.	Students receiving the Translations (stacked) Designated Support and who are struggling readers may need assistance accessing the assessment by having all or portions of the assessment read aloud. This support also may be needed by students with reading-related disabilities. If not used regularly during instruction, this support is likely to be confusing and may impede the performance on assessments. A student should have the option of asking a reader to slow down or repeat text. The use of this support may result in the student needing additional overall time to complete the assessment.

Designated Support	Description	Recommendations for Use
Scribe (for ELA non-writing items and math items)[2] (See Accommodations for Writing)	Students dictate their responses to a human who records verbatim what they dictate. The scribe must be trained and qualified, and must follow the administration guidelines provided in the *Smarter Balanced Test Administration Manual.*	Students who have documented significant motor or processing difficulties, or who have had a recent injury (such as a broken hand or arm) that make it difficult to produce responses may need to dictate their responses to a human, who then records the students' responses verbatim. The use of this support may result in the student needing additional overall time to complete the assessment.
Separate setting	Test location is altered so that the student is tested in a setting different from that made available for most students.	Students who are easily distracted (or may distract others) in the presence of other students, for example, may need an alternate location to be able to take the assessment. The separate setting may be in a different room that allows them to work individually or among a smaller group or to use a device requiring voicing (e.g., a Whisper Phone). Or, the separate setting may be in the same room but in a specific location (for example, away from windows, doors, or pencil sharpeners, in a study carrel, near the teacher's desk, or in the front of a classroom). Some students may benefit from being in an environment that allows for movement, such as being able to walk around. In some instances, students may need to interact with instructional or test content outside of school, such as in a hospital or their home. A specific adult, trained in a manner consistent with the TAM, can act as test proctor (test administrator) when student requires it.
Translated test directions	PDF of directions translated in each of the languages currently supported. Bilingual adult can read to student.	Students who have limited English language skills (whether or not designated as ELLs or ELLs with disabilities) can use the translated test directions. In addition, a biliterate adult trained in the test administration manual can read the test directions to the student. The use of this support may result in the student needing additional

[2] See Accommodations for use of Scribe for Writing items

Designated Support	Description	Recommendations for Use
		overall time to complete the assessment.
Translations (glossaries) (for math items, paper/pencil assessment)	Translated glossaries are a language support. Translated glossaries are provided for selected construct-irrelevant terms for math. Glossary terms are listed by item and include the English term and its translated equivalent.	Students who have limited English language skills can use the translation glossary for specific items. The use of this support may result in the student needing additional overall time to complete the assessment.

Appendix A provides a summary of universal tools, designated supports, and accommodations (both embedded and non-embedded) available for the Smarter Balanced assessments.

Section III: Smarter Balanced Accommodations

What Are Accommodations?

Accommodations are changes in procedures or materials that increase equitable access during the Smarter Balanced assessments. Assessment accommodations generate valid assessment results for students who need them; they allow these students to show what they know and can do. Smarter Balanced members have identified digitally-embedded and non-embedded **accommodations** for students for whom there is documentation of the need for the accommodations on an Individualized Education Program (IEP) or 504 accommodation plan. One exception to the IEP or 504 requirement is for students who have had a physical injury (e.g., broken hand or arm) that impairs their ability to use a computer. These students may use the speech-to-text or the scribe accommodations (if they have had sufficient experience with the use of these), as noted in this section.

Determination of which accommodations an individual student will have available for the assessment is necessary because these accommodations must be made available before the assessment, either by entering information into the ART, or member's comparable platform, for embedded accommodations, or by ensuring that the materials or setting are available for the assessment for non-embedded accommodations.

The Smarter Balanced Test Administration and Student Access Workgroup recognized that accommodations could increase cognitive load or create other challenges for students who do not need them or who have not had experience using them. Because of this possibility, Smarter Balanced members agreed that **a student's parent/guardian should know about the availability of specific accommodations through a parent/guardian report. This would ensure that parents/guardians are aware of the conditions under which their child participated in the assessment. Information included in the parent/guardian report should not be the basis for any educational decisions (such as eligibility for an Advanced Placement class) nor for documenting/reporting the use of the accommodation elsewhere (such as on a transcript).**

Who Makes Decisions About Accommodations?

IEP teams and educators make decisions about accommodations. These teams (or educators for 504 plans) provide evidence of the need for accommodations and ensure that they are noted on the IEP or 504 plan.

The IEP team (or educator developing the 504 plan) is responsible for ensuring that information from the IEP is entered into the ART, or member's comparable platform, so that all embedded accommodations can be activated prior to testing. This can be accomplished by identifying one person from the team to enter information into the ART, or member's comparable platform, or by providing information to the test coordinator who enters into the ART, or member's comparable platform, a form that lists all accommodations and designated supports needed by individual students on IEPs or 504 plans.

Embedded Accommodations

Table 5 lists the embedded accommodations available for the Smarter Balanced assessments for those students for whom the accommodations are included on an IEP or 504 plan. The table includes a description of each accommodation along with recommendations for when the accommodation might be needed and how it can be used. For those accommodations that may be considered controversial, a description of considerations about the use of the accommodation is provided.

Table 5. Embedded Accommodations

Accommodation	Description	Recommendations for Use
American Sign Language (ASL) (for ELA Listening items and math items)	Test content is translated into ASL video. ASL human signer and the signed test content are viewed on the same screen. Students may view portions of the ASL video as often as needed.	Some students who are deaf or hard of hearing and who typically use ASL may need this accommodation when accessing text-based content in the assessment. The use of this accommodation may result in the student needing additional overall time to complete the assessment. For many students who are deaf or hard of hearing, viewing signs is the only way to access information presented orally. It is important to note, however, that some students who are hard of hearing will be able to listen to information presented orally if provided with appropriate amplification and a setting in which extraneous sounds do not interfere with clear presentation of the audio presentation in a listening test.
Braille	A raised-dot code that individuals read with the fingertips. Graphic material (e.g., maps, charts, graphs, diagrams, and illustrations) is presented in a raised format (paper or thermoform). Contracted and non-contracted braille is available; Nemeth code is available for math.	Students with visual impairments may read text via braille. Tactile overlays and graphics also may be used to assist the student in accessing content through touch. Refreshable braille is available only for ELA because Nemeth Code is not available via refreshable braille. For math, braille will be presented via embosser; embosser-created braille can be used for ELA also. The type of braille presented to the student (contracted or non-contracted) is set in ART, or member's comparable platform. The use of this accommodation may result in the student needing additional overall time to complete the assessment.
Closed captioning (for ELA listening items)	Printed text that appears on the computer screen as audio materials are presented.	Students who are deaf or hard of hearing and who typically access information presented via audio by reading words that appear in synchrony with the audio

Accommodation	Description	Recommendations for Use
		presentation may need this support to access audio content. For many students who are deaf or hard of hearing, viewing words (sometimes in combination with reading lips and ASL) is how they access information presented orally. It is important to note, however, that some students who are hard of hearing will be able to listen to information presented orally if provided with appropriate amplification and a setting in which extraneous sounds do not interfere with clear presentation of the audio presentation in a listening test.
Streamline	This accommodation provides a streamlined interface of the test in an alternate, simplified format in which the items are displayed below the stimuli.	This accommodation may benefit a small number of students who have specific learning and/or reading disabilities in which the text is presented in a more sequential format.
Text-to-speech (available for ELA reading passages, all grades)	Text is read aloud to the student via embedded text-to-speech technology. The student is able to control the speed as well as raise or lower the volume of the voice via a volume control.	This accommodation is appropriate for a very small number of students. Read aloud is available as an accommodation for students whose need is documented in an IEP or 504 plan. A student should have the option of asking a reader to slow down or repeat text. Students who use text-to-speech will need headphones unless tested individually in a separate setting.

Non-embedded Accommodations

Table 6 lists the non-embedded accommodations available for the Smarter Balanced assessments for those students for whom the accommodations are documented on an IEP or 504 plan. The table includes a description of each accommodation, along with recommendations for when the accommodation might be needed and how it can be used. For those accommodations that may be considered controversial, a description of considerations about the use of the accommodation is provided.

Table 6. Non-embedded Accommodations Available

Accommodation	Description	Recommendations for Use
Abacus	This tool may be used in place of scratch paper for students who typically use an abacus.	Some students with visual impairments who typically use an abacus may use an abacus in place of using scratch paper.
Alternate response options	Alternate response options include but are not limited to adapted keyboards, large keyboards, StickyKeys, MouseKeys, FilterKeys, adapted mouse, touch screen, head wand, and switches.	Students with some physical disabilities (including both fine motor and gross motor skills) may need to use the alternate response options accommodation. Some alternate response options are external devices that must be plugged in and be compatible with the assessment delivery platform.
Calculator (for calculator allowed items only, Grades 6-8 and 11)	A non-embedded calculator for students needing a special calculator, such as a braille calculator or a talking calculator, currently unavailable within the assessment platform.	Students with visual impairments who are unable to use the embedded calculator for calculator-allowed items will be able to use the calculator that they typically use, such as a braille calculator or a talking calculator. Test administrators should ensure that the calculator is available only for designated calculator items.
Multiplication Table (grade 4-8 and 11math items)	A paper-based single digit (1-9) multiplication table will be available from Smarter Balanced for reference.	For students with a documented and persistent calculation disability (i.e., dyscalculia).
Print on demand	Paper copies of either passages/stimuli and/or items are printed for students. For those students needing a paper copy of a passage or stimulus, permission for the students to request printing must first be set in ART, or member's comparable platform. For those students needing a paper copy of one or more items, the member's help desk must be contacted by the school or district coordinator to have the accommodation set for the student.	Some students with disabilities may need paper copies of either passages/stimuli and/or items. A very small percentage of students should need this accommodation. The use of this accommodation may result in the student needing additional time to complete the assessment.

Accommodation	Description	Recommendations for Use
Read Aloud (for ELA reading passages, all grades; See Designated Supports for ELA items and math items)	Text is read aloud to the student via an external screen reader or by a trained and qualified human reader who follows the administration guidelines provided in the Smarter Balanced *Test Administration Manual* and *Read Aloud Guidelines*. All or portions of the content may be read aloud. Members can refer to the *Guidelines for Choosing the Read Aloud Accommodation* when deciding if this accommodation is appropriate for a student.	This accommodation is appropriate for a very small number of students. Read aloud is available as an accommodation for students whose need is documented in an IEP or 504 plan. A student should have the option of asking a reader to slow down or repeat text.
Scribe (See Designated Supports for math and non-writing ELA)	Students dictate their responses to a human who records verbatim what they dictate. The scribe must be trained and qualified, and must follow the administration guidelines provided in the *Smarter Balanced Test Administration Manual.*	Students who have documented significant motor or processing difficulties, or who have had a recent injury (such as a broken hand or arm) that makes it difficult to produce responses may need to dictate their responses to a human, who then records the students' responses verbatim. The use of this accommodation may result in the student needing overall additional time to complete the assessment. For many of these students, dictating to a human scribe is the only way to demonstrate their composition skills. It is important that these students be able to develop planning notes via the human scribe, and to view what they produce while composing via dictation to the scribe.
Speech-to-text	Voice recognition allows students to use their voices as input devices to the computer, to dictate responses or give commands (e.g., opening application programs, pulling down menus, and saving work). Voice recognition software generally can recognize speech up to 160 words per minute. Students may use their own assistive technology devices.	Students who have motor or processing disabilities (such as dyslexia) or who have had a recent injury (such as a broken hand or arm) that make it difficult to produce text or commands using computer keys may need alternative ways to work with computers. Students will need to be familiar with the software, and have had many opportunities to use it prior to testing. Speech-to-text software requires that the student go back through all generated text to correct errors in transcription, including use of writing conventions; thus, prior experience with this accommodation is essential. If students use their own assistive technology devices, all assessment content should be deleted from these

Accommodation	Description	Recommendations for Use
		devices after the test for security purposes. For many of these students, using voice recognition software is the only way to demonstrate their composition skills. Still, use of speech-to-text does require that students know writing conventions and that they have the review and editing skills required of students who enter text via the computer keyboard. It is important that students who use speech-to-text also be able to develop planning notes via speech-to-text, and to view what they produce while composing via speech-to-text.

Resources

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Appendix A: Summary of Smarter Balanced Universal Tools, Designated Supports, and Accommodations

	Universal Tools	Designated Supports	Accommodations
Embedded	Breaks Calculator[3] Digital Notepad English Dictionary[4] English Glossary Expandable Passages Global Notes Highlighter Keyboard Navigation Mark for Review Math Tools[5] Spell Check Strikethrough Writing Tools[6] Zoom	Color Contrast Masking Text-to-Speech[7] Translated Test Directions[8] Translations (Glossary)[9] Translations (Stacked)[10] Turn off Any Universal Tools	American Sign Language[11] Braille Closed Captioning[12] Streamline Text-to-Speech[13]
Non-embedded	Breaks English Dictionary[14] Scratch Paper Thesaurus[15]	Bilingual Dictionary[16] Color Contrast Color Overlay Magnification Read Aloud[17] Noise Buffers Scribe[18] Separate Setting Translated Test Directions Translations (Glossary) [19]	Abacus Alternate Response Options[20] Calculator[21] Multiplication Table[22] Print on Demand Read Aloud[23] Scribe Speech-to-Text

*Items shown are available for ELA and math unless otherwise noted.

[3] For calculator-allowed items only in grades 6 – 8 and 11
[4] For ELA performance task full-writes
[5] Includes embedded ruler, embedded protractor
[6] Includes bold, italic, underline, indent, cut, paste, spell check, bullets, undo/redo.
[7] For ELA items (not ELA reading passages) and math items
[8] For math items
[9] For math items
[10] For math test
[11] For ELA listening Items and math items
[12] For ELA listening items
[13] ELA reading passages, all grades
[14] For ELA performance task full-writes
[15] For ELA performance task full-writes
[16] For ELA performance task full-writes
[17] For ELA items (not ELA reading passages) and math items
[18] For ELA non-writing items and math items
[19] For math items on the paper-pencil test
[20] Includes adapted keyboards, large keyboards, StickyKeys, Mouse Keys, FilterKeys, adapted mouse, touch screen, head want, and switches.
[21] For calculator-allowed items only in grades 6 – 8 and 11
[22] For math items beginning in grade 4
[23] For ELA reading passages, all grades

Appendix B: Research-based Lessons Learned about Universal Design, Accessibility Tools, and Accommodations

More than half of all members in the United States participated in research spurred by the opportunity that members had to develop alternate assessments based on modified achievement standards (AA-MAS). The research conducted since 2007 provides numerous findings that are relevant to the next generation assessments. Lessons learned from this research that are relevant to the Smarter Balanced assessment system are highlighted here[24].

Who might benefit from accessibility features identified by AA-MAS research?

Several studies explored the characteristics of students who might benefit from an AA-MAS and the accessibility features incorporated in the assessment. These studies consistently found:

- Students with and without Individualized Education Programs (IEPs) and 504 plans would likely benefit from assessments with increased accessibility features.
- Students identified for the AA-MAS or who were among the lowest performing students in a member tended to be males, ethnic or racial minorities, English language learners, or from low socioeconomic backgrounds.
- Students identified for the AA-MAS tended to have difficulty with:
  - Print materials
  - High vocabulary load materials
  - Directions
  - Multi-step problem solving
- Students identified for the AA-MAS tended to have:
  - Distractibility
  - Limited meta-cognitive skills
  - Poor organizational skills
  - Poor self-monitoring skills
  - Slower work pace
  - Limited working memory capacity

What changes can be made to test items and tests that do not change the construct being assessed?

Many studies examined the effects of changes to test items or the tests themselves. Among those changes that did not violate the construct were:

- Enhanced directions
- Increased size of text and visuals
- Increased white space
- Simplified formats, including simplified visuals
- Underlining

[24] The research used to develop this summary was highlighted in the document *Lessons Learned in Federally Funded Projects That Can Improve the Instruction and Assessment of Low Performing Students with Disabilities,* edited by M. Thurlow, S. Lazarus, and S. Bechard (2012), available at www.nceo.info/OnlinePubs/LessonsLearned.pdf, and presentations by the authors of three of the chapters in the *Lessons Learned* report, Sue Bechard, Vince Dean, Sheryl Lazarus, and Shelly Loving-Ryder, along with representatives from the two general assessment consortia (PARCC – Tamara Reavis; Smarter Balanced – Magda Chia).

Among those changes that might not violate the construct, depending on how the construct was specifically defined, were:

- Adding visuals
- Bolding text
- Simplifying language in item stems
- Changing distractors by editing the attractive distractor or changing the order of distractors
- Chunking text by embedding questions within a passage
- Reordering items
- Providing thought questions or hint boxes
- Scaffolding for vocabulary, definition, context, inference, or complex questions

Other findings highlighted the need for individualized decisions about some accessibility features. For example:

- Read-aloud features are differentially effective for and preferred by students
- Some features increase engagement and motivation in students
- Too many features can be confusing to students

Researchers found that students needed to have the opportunity to practice new item types and new accessibility features. In addition, their research emphasized the benefits of cognitive labs and item tryouts with students.

What can test developers do to build on the lessons learned from AA-MAS research and implementation?

Many studies and AA-MAS implementation efforts pointed to considerations for test developers. For example:

- Require item-writer training that focuses on universal design and accessibility principles
- Develop items from scratch rather than attempting to modify existing items to increase universal design and accessibility characteristics
- Ensure that all users understand the purpose of the assessment through professional development activities
- Always consider format changes that might increase the accessibility of items and tests, but make changes to content and cognitive load only after careful delineation of the purpose and content targets of the assessment.
- Engage in research on the effects of individual changes and combinations of changes intended to increase universal design and accessibility.
- Implement innovative items with caution, and only after exploring the accessibility implications of the innovative items.

Appendix C: Frequently Asked Questions

Smarter Balanced members identified frequently asked questions (FAQs) and developed applicable responses to support the information provided in the Smarter Balanced Assessment Consortium's *Usability, Accessibility, and Accommodations Guidelines*. These questions and responses, as well as the information in the *Guidelines* document apply to the Smarter Balanced interim and summative assessments.

Members may use these FAQs to assist districts and schools with transitioning from their former assessments to the Smarter Balanced assessments. In addition, the FAQs may be used by districts to ensure understanding among staff and schools regarding the universal tools, designated supports, and accommodations available for the Smarter Balanced assessments. Schools may use them with decision-making teams (including parents) as decisions are made and implemented with respect to use of the Smarter Balanced *Usability, Accessibility, and Accommodations Guidelines.*

Additional information to aid in the implementation of the *Guidelines* is available in the *Individual Student Assessment Accessibility Profile (ISAAP) Module*, the *Test Administration Manual*, and the *Implementation Guide*. These documents will be made available over the next few weeks.

The FAQs are organized into four sections. First are general questions. Second is a set of questions about specific universal tools and designated supports. Questions that pertain specifically to English language learners (ELLs) comprise the third set of FAQs, and questions that pertain specifically to students with disabilities comprise the fourth set of FAQs.

General FAQs

1. *What are the differences among the three categories of universal tools, designated supports, and accommodations?*

   Universal tools are access features that are available to all students based on student preference and selection. **Designated supports** for the Smarter Balanced assessments are those features that are available for use by any student (including English language learners, students with disabilities, and English language learners with disabilities) for whom the need has been indicated by an educator or team of educators (with parent/guardian and student input as appropriate). **Accommodations** are changes in procedures or materials that increase equitable access during the Smarter Balanced assessments by generating valid assessment results for students who need them and allowing these students the opportunity to show what they know and can do. The *Usability, Accessibility, and Accommodations Guidelines* identify accommodations for students for whom there is documentation of the need for the accommodations on an Individualized Education Program (IEP) or 504 accommodation plan.

   Universal tools, designated supports, and accommodations may be either embedded in the test administration system or provided locally (non-embedded).

2. *Which students should use each category of universal tools, designated supports, and accommodations?*

   Universal tools are available to all students, including those receiving designated supports and those receiving accommodations. **Designated supports** are available only to students for whom an adult or team (consistent with member-designated practices) has indicated the need for these supports (as well as those students for whom the need is documented). **Accommodations** are available only to those students with documentation of the need through either an Individualized Education Program (IEP) or a 504 accommodation plan. Students who have IEPs or 504 accommodation plans also may use designated supports and universal tools.

What Tools Are Available for my Student?

	All Students	English language learners (ELLs)	Students with disabilities	ELLs with disabilities
Universal Tools	✔	✔	✔	✔
Designated Supports	✔[1]	✔[1]	✔	✔
Accommodations			✔	✔

[1] *Only for instances that an adult (or team) has deemed the supports appropriate for a specific student's testing needs.*

3. *What is the difference between embedded and non-embedded approaches? How might educators decide what is most appropriate?*

   Embedded versions of the universal tools, designated supports, and accommodations are provided digitally through the test delivery system while non-embedded versions are provided at the local level through means other than the test delivery system. The choice between embedded and non-embedded universal tools and designated supports should be based on the individual student's needs. The decision should reflect the student's prior use of, and experience with, both embedded and non-embedded universal tools, designated supports, and accommodations. It is important to note that although Print on Demand is a non-embedded accommodation, permission for students to request printing must first be set in the Administration and Registration Tools (ART) or the member's comparable platform.

4. *Who determines how non-embedded accommodations (such as read aloud) are provided?*

   IEP teams and educators make decisions about non-embedded accommodations. These teams (or educators for 504 plans) provide evidence of the need for accommodations and ensure that they are noted on the IEP or 504 plan (see *Guidelines,* pages 15-20). Members are responsible for ensuring that districts and schools follow Smarter Balanced guidance on the implementation of these accommodations (see [professional development materials]).

5. *Are any students eligible to use text-to-speech for ELA reading passages on the Smarter Balanced assessments?*

   For students in all grades, read-aloud is available on ELA reading passages as a non-embedded accommodation for students whose need is documented on an IEP or 504 plan, subject to

each member's laws, regulations, and policies. Text-to-speech is available on reading passages in all grades. Text-to-speech and read-aloud for ELA reading passages is not available for ELLs (unless the student has an IEP or 504 plan). Whenever text-to-speech is used, appropriate headphones must be available to the student, unless the student is tested individually in a separate setting.

6. *Why are some accommodations that were previously allowed for my state assessment not listed in the Smarter Balanced Usability, Accessibility, and Accommodations Guidelines?*

   After examining the latest research and conducting numerous discussions with external and member experts, Smarter Balanced member approved a list of universal tools, designated supports, and accommodations applicable to the current design and constructs being measured by its tests and items within them. Upon review of new research findings or other evidence applicable to accessibility and accommodations considerations, the list of specific universal tools, designated supports, and accommodations approved by Smarter Balanced may be subject to change. The Consortium will establish a standing committee, including members from Governing Members, to review suggested adjustments to the list of universal tools, designated supports, and accommodations to determine whether changes are warranted.

   Proposed changes to the list of universal tools, designated supports, and accommodations will be brought to Governing Members for review, feedback, and approval. Furthermore, members may issue temporary approvals (i.e., one summative assessment administration) for unique accommodations for individual students.

   Member leads will evaluate formal requests for unique accommodations and determine whether the request poses a threat to the measurement of the construct. The formal requests will include documentation of the student need, the specific nature of the universal tools, designated supports, or accommodations, and the plan for follow-up monitoring of use. Upon issuing a temporary approval, the Member will send documentation of the approval to the Consortium. The Consortium will consider all member-approved temporary accommodations as part of the Consortium's accommodations review process. The Consortium will provide to members a list of the temporary accommodations issued by members that are not Consortium-approved accommodations. In subsequent years, members will not be able to offer as a temporary accommodation any temporary accommodation that has been rejected by the Consortium.

7. *Under which conditions may a member elect not to make available to its students an accommodation that is allowed by Smarter Balanced?*

   The Consortium recognizes that there should be a careful balance between the need for uniformity among members and the need for members to maintain their autonomy. To maintain this balance, individual members may elect not to make available an accommodation that is in conflict with the member's laws, regulations, or policies.

8. *Can members allow additional universal tools, designated supports, or accommodations to individual students on a case by case basis?*

   Yes, only in certain restricted and emergent circumstances. To address emergent issues that arise at the local level, authorized staff in members will have the authority to approve temporary unique testing conditions for individual students. Because it is unknown whether a temporarily provided universal tool, designated support or accommodation actually belongs in the defined categories, all such temporary testing conditions are considered to be unique accommodations. Authorized member staff includes only those individuals who are familiar with the constructs the Smarter Balanced assessments are measuring, so that students are not

inadvertently provided with universal tools, designated supports, or accommodations that violate the constructs being measured.

The unique accommodations approved by a member for individual students will be submitted to Smarter Balanced for review. Temporary unique accommodations accepted by Smarter Balanced will be incorporated into the official guidelines released by Smarter Balanced in the following year or continue to be investigated for acceptance. Authorized staff members are not to add any universal tools, designated supports, or accommodations to the Smarter Balanced *Guidelines*; only the Smarter Balanced Consortium may do so.

9. *What is to be done for special cases of "sudden" physical disability?*

One exception to the IEP or 504 requirement is for students who have had a physical injury (e.g., broken hand or arm) that impairs their ability to use a computer. For these situations, students may use the speech-to-text or scribe accommodations (if deemed appropriate based on the student having had sufficient experience with the use of the accommodations) (see *Guidelines*, page 13).

10. *Who reviewed the Smarter Balanced Guidelines?*

In addition to individuals and officials from the Smarter Balanced governing members, several organizations and their individual members provided written feedback on the guidelines:

- American Federation of Teachers
- California School for the Blind
- California School for the Deaf
- Californians Together
- California State Teach
- Center for Applied Special Technology
- Center for Law and Education
- Conference of Educational Administrators of Schools and Programs for the Deaf
- Council for Exceptional Children
- Council of the Great City Schools
- Council of Parent Attorneys and Advocates
- Learning Disabilities Association of Maryland
- Mexican American Legal Defense and Education Fund
- Missouri School Boards' Association
- Missouri Council of Administrators of Special Education
- National Center for Learning Disabilities
- The Advocacy Institute
- The National Hispanic University

11. *Where can a person go to get more information about making decisions on the use of designated supports and accommodations?*

Practice tests provide students with experiences that are critical for success in navigating the platform easily. The practice tests may be particularly important for those students who will be using designated supports or accommodations, because the practice tests can provide data that may be useful in determining whether a student might benefit from the use of a particular designated support or accommodation. Smarter Balanced practice tests are available at http://www.smarterbalanced.org/pilot-test/.

In addition, it is recommended that decision makers refer to professional development materials provided by Smarter Balanced or state offices on the *Individual Student Assessment*

Accessibility Profile (ISAAP) or member-developed process, as well as other member-developed materials consistent with the Smarter Balanced *Implementation Guide.*

Additional information on the decision-making process, and ways to promote a thoughtful process rather than an automatic reliance on a checklist or menu, is available through materials developed by groups of members.[25]

12. *What security measures need to be taken before, during, and after the assessment for students who use universal tools, designated supports, or accommodations?*

Test security involves maintaining the confidentiality of test questions and answers, and is critical in ensuring the integrity of a test and validity of test results. Ensuring that only authorized personnel have access to the test and that test materials are kept confidential is critical in technology-based assessments. In addition, it is important to guarantee that (a) students are seated in such a manner that they cannot see each other's terminals, (b) students are not able to access any unauthorized programs or the Internet while they are taking the assessment, and (c) students are not able to access any externally-saved data or computer shortcuts while taking the test. Prior to testing, the IEP team should check on compatibility of assistive technology devices and make appropriate adjustments if necessary. When a non-embedded designated support or accommodation is used that involves a human having access to items (e.g., reader, scribe), procedures must be in place to ensure that the individual understands and has agreed to security and confidentiality requirements. Test administrators need to (a) keep testing materials in a secure place to prevent unauthorized access, and (b) keep all test content confidential and refrain from sharing information or revealing test content.

Printed test items/stimuli, including embossed Braille printouts, must be collected and inventoried at the end of each test session and securely shredded immediately. DO NOT keep printed test items/stimuli for future test sessions.

The following test materials must be securely shredded immediately after each testing session and may not be retained from one testing session to the next:

- Scratch paper and all other paper handouts written on by students during testing;
  - Please note, for mathematics and ELA performance tasks, if a student needs to take the performance task in more than one session, scratch paper may be collected at the end of each session, securely stored, and made available to the student at the next performance task testing session. Once the student completes the performance task, the scratch paper must be collected and securely destroyed to maintain test security.

[25] These materials were developed by collaboratives of members to address decision making for students with disabilities, ELLs, and ELLs with disabilities:

- *Accommodations Manual: How to Select, Administer, and Evaluate Use of Accommodations for Instruction and Assessment of Students with Disabilities* (3rd ed.). Washington, DC: Assessing Special Education Students State Collaborative on Assessment and Student Standards, Council of Chief State School Officers. Available at: www.ccsso.org/Resources/Programs/Assessing_Special_Education_Students_(ASES).html.
- *Accommodations Manual: How to Select, Administer, and Evaluate Use of Accommodations for Instruction and Assessment of English Language Learners.* Washington, DC: Washington, DC: Assessing English Language Learners State Collaborative on Assessment and Student Standards, Council of Chief State School Officers. Available at: www.ccsso.org?Resources?Programs?English_Language_Learners_(ELL).html.
- *Accommodations Manual: How to Select, Administer, and Evaluate Use of Accommodations for Instruction and Assessment of English Language Learners with Disabilities.* Washington, DC: Assessing Special Education Students and English Language Learners State Collaboratives on Assessment and Student Standards, Council of Chief State School Officers. Available at www.ccsso.org/Resources/Publications/Accommodations_Manual_How_to_Select_Administer_and_Evaluate_Use_of_Accommodations_for_Instruction_and_Assessment_of_English_Language_Learners_with_Disabilities.html.

- Any reports or other documents that contain personally identifiable student information;
- Printed test items or stimuli.

Additional information on this topic is provided in the Test Administration Manual (TAM).

13. Who is supposed to input information about designated supports and accommodations into the Administration and Registration Tools (ART) or into a member's comparable platform? How is the information verified?

Generally a school or district will designate a person to enter information into the ART or the member's comparable platform. Often this person is a test coordinator. For those students for whom an IEP team (or educator developing the 504 plan) is identifying designated supports as well as accommodations, that team or educator is responsible for ensuring that information from the IEP (or 504 plan) is entered appropriately so that all embedded accommodations can be activated prior to testing.

Entry of information for IEP and 504 students can be accomplished by identifying one person from the team to enter information or by providing information to the person designated by the school or district to enter data into the ART. For students who are ELLs, an educator who knows the student well and is familiar with the instructional supports used in the classroom should provide information to the person designated to enter information into the ART.

14. Are there any supplies that schools need to provide so that universal tools, designated supports, and accommodations can be appropriately implemented?

Schools should determine the number of headphones they will provide (for text-to-speech, as well as for the listening test) and other non-embedded universal tools (e.g., thesaurus), designated supports (e.g., bilingual dictionary), and accommodations (e.g., multiplication table) for students. An alternative is to identify these as items that students will provide on their own.

15. What happens when accommodations listed in the Usability, Accessibility, and Accommodations Guidelines do not match any accommodations presented in the student's IEP?

IEP teams should consider accommodations a student needs in light of the Smarter Balanced Guidelines. If it is decided that a specific accommodation is needed that is not included in the Guidelines, the team should submit a request to the member. The member contact will judge whether the proposed accommodation poses a threat to the constructs measured by the Smarter Balanced assessments; based on that judgment the member contact will either issue a temporary approval or will deny the request. Temporary approvals will be forwarded to a standing committee; this committee makes a recommendation to the Governing Members about future incorporation of new accommodations into the Smarter Balanced Guidelines.

16. Are there accessibility resources that members have discussed and agreed not include in the Smarter Balanced test?

There are several accessibility resources that members discussed with external experts, discussed with members, and agreed not to include in the Smarter Balanced test:

- Translated 'word list' for ELA tests
- Bilingual dictionary for all ELA items
- Calculator on mathematics items in grades 3-5
- External protractor/ruler for online mathematics tests
- Multiplication table for mathematics items in grade 3

- Members also agreed to keep the current scribing policy; members agreed not to restrict it
- Members also agreed not to change the font style

17. What is the process and timeline for updating and making changes to the UAAG?

Smarter Balanced asks members to request changes to the UAAG once each year. The process for making changes to the UAAG is initiated by a survey that Smarter Balanced administers in April. Member leads or designees then submit requests via the survey. Upon collecting the survey results, Smarter Balanced engages in a process during May to examine research, solicit feedback from external experts and advisory committees, and discuss the requests with the UAAG Committee. Any new policy and/or change to existing policy that the UAAG committee recommends is brought to member leads for a vote. Smarter Balanced then updates the UAAG as necessary and posts the updated version the first week of June.

Universal Tools and Designated Supports FAQs (Available to All Students)

18. Is the digital notepad universal tool fully available for ELA and Math? Will a student's notes be saved if the student takes a 20-minute break?

The digital notepad is available on all items across both content areas. As long as a student or test administrator activates the test within the 20-minute break window, the notes will still be there. There is no limit on the number of pauses that a student can take in one test sitting.

19. For the global notes universal tool, if a student takes a break of 20 minutes do the notes disappear?

Global notes, which are used for ELA performance tasks only, will always be available until the student submits the test, regardless of how long a break lasts or how many breaks are taken.

20. For the highlighter universal tool, if a student pauses a test for 20-minutes, do the highlighter marks disappear?

If a student is working on a passage or stimulus on a screen and pauses the test for 20 minutes to take a break, the student will still have access to the information visible on that particular screen. However, students do lose access to any information highlighted on a previous screen.

21. How are students made aware that the spell check universal tool is available when moving from item to item?

When appropriate, items include universal tools available for students to use. For the spell check tool, a line will appear under misspelled words.

22. For the zoom universal tool, is the default size specific to certain devices? Will the test administrator's manual provide directions on how to do this adjustment?

The default size is available to all students and is not specific to certain devices. Information on how to use the zoom universal tool is included in the directions at the beginning of each test. Please note that in addition to zoom, students may have access to magnification, which is a non-embedded designated support.

23. For the English glossary universal tool, how are terms with grade- and context-appropriate definitions made evident to the student?

Selected terms have a light rectangle around them. If a student hovers over the terms, the terms with the attached glossary are highlighted. A student can click on the terms and a pop-up window will appear. In addition, a student can click on the audio button next to each term to hear it.

24. For the mark-for-review universal tool, will selections remain visible after a 20-minute break?

If a student takes a break for longer than 20 minutes, the student will not be able to access items from previous screens.

25. Can universal tools be turned off if it is determined that they will interfere with the student's performance on the assessment?

Yes. If an adult (or team) determines that a universal tool might be distracting or that students do not need to or are unable to use them. This information must be noted in ART prior to test administration.

FAQs Pertaining to English Language Learners (ELLs)

26. How are the language access needs of ELLs addressed in the Smarter Balanced Usability, Accessibility, and Accommodations Guidelines?

The language access needs of ELLs are addressed through the provision of numerous universal tools and designated supports. These include universal tools such as English dictionaries for full writes and English glossaries, and designated supports such as translated test directions and glossaries. These are not considered accommodations in the Smarter Balanced assessment system. No accommodations are available for ELLs on the Smarter Balanced assessments; accommodations are only available to students with disabilities and ELLs with disabilities.

27. Is text-to-speech available for ELLs to use?

Text-to-speech is available as a designated support to all students (including ELLs) for whom an adult or team has indicated it is needed for math items and for ELA items (but not ELA reading passages). Text-to-speech for ELA reading passages is available for an ELL in all grades only if the student has an IEP or 504 plan. For text-to-speech to be available for an ELL, it must be entered into the ART.

28. What languages are available to ELLs in text-to-speech?

Text-to-speech is currently available only in English. However, the translated glossaries include an audio component automatically available to any student with the translated glossaries embedded designated support.

29. For which content areas will the Consortium provide translation supports for students whose primary language is not English?

For Mathematics, the Consortium will provide full translations in American Sign Language, stacked translations in Spanish (with the Spanish translation presented directly above the English item), and primary language pop-up glossaries in various languages and dialects including Spanish, Vietnamese, Arabic, Tagalog, Ilokano, Cantonese, Mandarin, Korean, Punjabi, Russian, and Ukrainian. For the Listening portion of the English Language Arts assessment, Smarter Balanced will provide full translations in American Sign Language delivered digitally through the test delivery system.

Only translations that have gone through the translation process outlined in the Smarter Balanced Translation framework would be an accepted support (http://www.smarterbalanced.org/wordpress/wp-content/uploads/2012/09/Translation-Accommodations-Framework-for-Testing-ELL-Math.pdf).

30. *Does a student need to be identified as an English language learner in order to receive translation and language supports? What about foreign language exchange students?*

    Translations and language supports are provided as universal tools and designated supports. Universal tools are available to all students. Designated supports are available to those students for whom an adult (or team) has determined a need for the support. Thus, these are available to all students, regardless of their status as an ELL. Foreign language exchange students would have access to all universal tools and those designated supports that have been indicated by an adult (or team).

31. *For the translated test directions designated support, what options are available for students who do not understand the language available in the digital format? Can a human reader of directions in the native language be provided?*

    If a student needs a read aloud/text-to-speech accommodation in another language, then the test directions should be provided in that other language. The reader or text-to-speech device must be able to provide the directions in the student's language without difficulty due to accent or register. To ensure quality and standardized directions, the reader or text-to-speech device should only use directions that have undergone professional translation by the Consortium prior to testing. Smarter Balanced is providing a PDF of the translated test directions in: Spanish, Vietnamese, Arabic, Tagalog, Ilokano, Cantonese, Mandarin, Korean, Punjabi, Russian, Ukrainian, Dakota, French, Haitian-Creole, Hmong, Lakota, Japanese, Somali, and Yup'ik.

32. *How is the translations glossary non-embedded designated support different from the bilingual dictionary?*

    The translations glossary non-embedded designated support includes the customized translation of pre-determined construct-irrelevant terms that are most challenging to English language learners. The translation of the terms is context-specific and grade-appropriate. Bilingual dictionaries often do not provide context-specific information nor are they customized. In addition, the translated glossary includes an audio support.

33. *Will translations be available in language dialects/variants?*

    Translated glossaries will be available in different languages and dialects including Spanish, Vietnamese, Arabic, Tagalog, Ilokano, Cantonese, Mandarin, Korean, Punjabi, Russian, and Ukrainian.

FAQs Pertaining to Students with Disabilities

34. *What accommodations are available for students with disabilities (including ELLs with disabilities)?*

    Students with disabilities (including those who are ELLs) can use embedded accommodations (e.g., American Sign Language, braille, speech-to-text) and non-embedded accommodations (e.g., abacus, alternate response options) that have been documented on an IEP or 504 accommodations plan. These students also may use universal tools and designated supports. A full list of accommodations can be found in the Guidelines documents, tables 5 and 6.

35. *Is an embedded ASL accommodation available on ELA items that are not part of the Listening test?*

    The embedded ASL accommodation is not currently available on any ELA items that are not part of the Listening claim. For the Listening test, a deaf or hard of hearing student who has a documented need in an IEP or 504 plan may use ASL.

36. *Will sign languages other than ASL (including signing in other languages) be available?*

    Currently, only ASL is available.

37. *Can interpreters be used for students who are deaf or hard of hearing who do not use ASL?*

    Smarter Balanced has consulted with external experts who have unanimously advised against this practice. Research indicates severe challenges with standardization and quality.

38. *What options do districts have for administering Smarter Balanced assessments to students who are blind?*

    Students who are blind and who prefer to use braille should have access to either refreshable braille (only for ELA) or embosser-created braille (for ELA or math). For those students who are blind and prefer to use text-to-speech, access to text-to-speech should be provided for the math test, and for ELA items only (text-to-speech is not available on ELA reading passages without a specific documented need in the student's IEP or 504 plan). Non-embedded Read Aloud Accommodation in all grades is available for students who have an indicated need on ELA reading passages in their IEP or 504 plan. Students should participate in the decision about the accommodation they prefer to use, and should be allowed to change during the assessment if they ask to do so. Students can have access to both Braille and text-to-speech that is embedded in the Smarter Balanced assessment system.

39. *Why is the non-embedded abacus an accommodation for the non-calculator items? Doesn't an abacus serve the same function as a calculator?*

    An abacus is similar to the sighted student using paper and pencil to write a problem and do calculations. The student using the abacus has to have an understanding of number sense and must know how to do calculations with an abacus.

40. *Can students without documented disabilities who have had a sudden injury use any of the Smarter Balanced accommodations?*

    Students without documented disabilities who have experienced a physical injury that impairs their ability to use a computer may use some accommodations, provided they have had sufficient experience with them. Both speech-to-text and scribe are accommodations that are available to students who have experienced a physical injury such as a broken hand or arm, or students who have become blind through an injury and have not had sufficient time to learn braille. Prior to testing a student with a sudden physical injury, regardless of whether a 504 plan is started, Test Administrators should contact their district test coordinator or other authorized individuals to ensure the test registration system accurately describes the student's status and any accommodations that the student requires.

41. *How will the test administrator know prior to testing that the print on demand accommodation may be needed?*

    The test administrator will know this information prior to testing because accommodations need to be documented beforehand and print on demand is an accommodation. Any accommodations – including both embedded and non-embedded accommodations – need to be entered into ART. The print on demand accommodation applies to either passages/stimuli or items, or both.

42. *For the print on demand accommodation, how are student responses recorded – by a teacher using a computer or some other method?*

    The method of recording student responses depends on documentation in the IEP or 504 plan (e.g., after first recording responses on the paper version, the student could enter responses into the computer or the teacher could enter responses into the computer.) Anyone who is designated to enter responses into the computer must have read, agreed to, and signed a test security agreement.

43. *How do member officials monitor training and qualifications for the non-embedded read aloud accommodation?*

    Members will need to develop processes and procedures to monitor training and the qualifications of individuals who provide the read aloud accommodation when text-to-speech is not appropriate for a student. Member officials can use the Smarter Balanced audio guidelines available online to obtain additional information about recommended processes to follow (http://www.smarterbalanced.org/smarter-balanced-assessments/#item). Members can also use the Smarter Balanced Read Aloud protocol (see Appendix D).

44. For students taking the **paper-pencil test**, can Read Aloud be provided in small groups?

    For a **paper-pencil test**, read aloud can be administered to a small group of students as long as the students are taking the same test (e.g., grade, content area) and students have experience testing under this condition. The number of students in the small group should allow a student to ask the reader to slow down or to repeat text without the request distracting others. For online assessments, readers should be provided to students on an individual basis.

45. *If students are using their own devices that incorporate word prediction, will this impact their score?*

    The students' score will not be affected under these circumstances. Students using these devices must still use their knowledge and skills to review and edit their answers.

46. *How are assistive technology (AT) devices certified for use for the Smarter Balanced assessments?*

    Assistive technology device manufacturers may use the Smarter Balanced practice test as a method of determining if a device works with the assessment. In addition, schools and districts can use the practice test to evaluate devices to ensure their functions are consistent with those allowed in the UAAG.

Appendix D: Read Aloud Protocol

Guidelines for Read Aloud, Test Reader
August 24, 2015
(Available at: www.smarterbalanced.org/wordpress/wp-content/uploads/2014/03/Read-Aloud-Guidelines.pdf)

When a student cannot access text-to-speech, an embedded resource available on the Smarter Balanced assessment, the student may be eligible to work with a test reader. A test reader is an adult who provides an oral presentation of the assessment text to an eligible student. The student depends on the test reader to read the test questions accurately, pronounce words correctly, and speak in a clear voice throughout the test. The test reader must be trained and qualified and must follow the *Smarter Balanced Guidelines for Read Aloud, Test Reader* presented here. The guiding principle in reading aloud is to ensure that the student has access to test content.

On Smarter Balanced Assessments, test readers are allowable across all grades as a **designated support** for mathematics and ELA items as appropriate (not ELA reading passages). Test readers are allowable for ELA reading passages as a **documented accommodation** in all grades. Note that this accommodation is appropriate for a very small number of students (estimated to be approximately 1-2% of students with disabilities participating in a general assessment). For information on documentation requirements and decision-making criteria for use of test readers and all other Smarter Balanced resources please see the *Smarter Balanced Usability, Accessibility, and Accommodations Guidelines.*

Qualifications for Test Readers

- The test reader should be an adult who is familiar with the student, and who is typically responsible for providing this support during educational instruction and assessments.
- Test readers must be trained on the administration of the assessment in accordance with member policy, and familiar with the terminology and symbols specific to the test content and related conventions for standard oral communication.
- Test readers must be trained in accordance with Smarter Balanced and member administration and security policies and procedures as articulated in Consortium and member test administration manuals, guidelines, and related documentation.

Preparation

- Test readers should read and sign a test security/confidentiality agreement prior to test administration.
- Test readers are expected to familiarize themselves with the test environment and format in advance of the testing session. Having a working familiarity with the test environment and format will help facilitate reading of the test.
- Test readers should have a strong working knowledge of the embedded and non-embedded accessibility and accommodations options and features available on Smarter Balanced assessments.
- Test readers should be familiar with the Individualized Education Program (IEP) or 504 plan if the student for whom they are reading has access to additional designated supports and/or accommodations. This will ensure that there are plans in place for providing all needed designated supports and accommodations.
- In addition to a test reader, students may make use of any other approved specialized tools or equipment during the test as appropriate and in accordance with the *Usability, Accessibility, and Accommodations Guidelines*. Test readers should be familiar with any assistive technology or approved supports the student requires.
- Test readers should have extensive practice in providing read aloud support and must be familiar and comfortable with the process before working directly with a student.
- The reader should be knowledgeable of procedures for reading aloud text by content area (see Table 1 at the end of the Guidelines for Read Aloud, Test Reader).

- The test reader should meet with the student in advance and inform the student of the parameters of the support. A suggested test reader script is included at the end of the Guidelines for Read Aloud, Test Reader.
- Unless otherwise specified by a student's IEP or 504 plan, the test reader does not have a role in manipulating the test or assisting with any other support tools. Test readers should be ready with appropriate script that reinforces the parameters during the test session.

General Guidelines

- The test reader's support should ideally be provided in a separate setting so as not to interfere with the instruction or assessment of other students.
- Read each question exactly as written as clearly as possible.
- Throughout the exam, strive to communicate in a neutral tone and maintain a neutral facial expression and posture.
- Avoid gesturing, head movements, or any verbal or non-verbal emphasis on words not otherwise emphasized in text.
- Avoid conversing with the student about test questions as this would be a violation of test security; respond to the student's questions by repeating the item, words or instructions verbatim as needed.
- Do not paraphrase, interpret, define, or translate any items, words, or instructions as this would be a violation of test security.
- Spell any words requested by the student.
- Adjust your reading speed and volume if requested by the student.

Post-Administration

- The test reader must collect scratch paper, rough drafts, and login information immediately at the end of the testing session and deliver it to the test administrator in accordance with Smarter Balanced and member policies and procedures.
- The test reader must not discuss any portion of the test with others.

English Usage/Conventions

- **Punctuation:** Read all text as punctuated.
- **Ellipses:** When an ellipsis is used to signify missing text in a sentence, pause briefly, and read as 'dot, dot, dot.'
- **Quotations:** Quotation marks should be verbalized as "quote" and "end quote" at the beginning and end of quoted material, respectively.
- **Emphasis**: When words are printed in boldface, italics, or capitals, tell the student that the words are printed that way. In order not to provide an unfair advantage to students receiving this support, test readers should be cautious not to emphasize words not already emphasized in print. Emphasis is appropriate when italics, underlining, or bold is used in the prompt, question, or answers.
- **Misspellings:** In some cases a test item may present a word or phrase that is intentionally misspelled as part of the assessment. In these instances the student is required to respond in a specific way. When presented with intentionally misspelled words test readers should not attempt to read the word(s) aloud as pronunciation is somewhat subjective. For example, I love to eat apples/aples. This is my favorite fruit. This should be read as, "I love to eat (pause). This is my favorite fruit."

Images / Graphics

- Before describing a picture or graphic, the test reader should determine whether the details of the picture are necessary to understanding and responding to the item(s). In many cases, an image will be used to accompany a passage or reading excerpt as a piece of visual interest that is not essential in responding to the item.
- Describe the image/graphic as concisely as possible following a logical progression. Focus on

providing necessary information and ignoring the superfluous. Use grade-appropriate language when describing the image/graphic.

- Read the title or caption, if available.
- Any text that appears in the body of an image may be read to a student. Read text in images in the order most suited for the student's needs. Often the reader moves top to bottom, left to right, or general to specific in accordance with teaching practices.

Passages

- Read the passage in its entirety as punctuated (e.g., pauses at periods; raised intonation for questions). Do not verbalize punctuation marks other than ellipsis and quotation marks as noted above.
- If the student requires or asks for a specific section of the passage to be re-read with the punctuation indicated, the test reader should re-read those specific lines within the passage and indicate all punctuation found within those lines as many times as requested by the student.
- When test questions refer to particular lines of a passage, read the lines referenced as though they are part of the stem.

Graphic Organizers

- Before reading a graphic organizer, the test reader should discern the most appropriate and logical manner in which to present the information. In general, information should be presented from broad to specific as indicated by the visual components of the document. The test reader should read the terms exactly as indicated in the graphic organizer. No other information about should be articulated. For example, the test reader should not create sentences if information is bulleted or appears in a title or label.
- Use common grade-appropriate language throughout the item and the test when referring to graphic organizers and their attributes (labels, blank cells, stems, etc.).

Mathematical Expressions

- Mathematical expressions must be read precisely and with care to avoid misrepresentation by a student who has no visual reference. For mathematics items involving algebraic expressions or other mathematical notation, it may be preferable for the reader to silently read the mathematical notations or the entire question before reading it aloud to the student.
- Test readers read mathematical expressions with technical accuracy. Similar expressions should be treated consistently.
- In general, numbers and symbols can be read according to their common English usage for the student's grade level.
- Numbers greater than 99, however, should be read as individual numbers.
- Additional examples may be found in the attached appendix.
- Abbreviations and acronyms should be read as full words. For example, 10 cm needs to be read as "ten centimeters." Some abbreviations may be read differently by different readers. For example, cm^3 may be read as "cubic centimeters" or "centimeters cubed".

Table 1. Test Reader Guidance for Mathematics

Numbers

Description	Example(s)	Read as:
Large whole numbers	632, 407, 981 45,000,689,112	"six three two comma four zero seven comma nine eight one" "four five comma zero zero zero comma six eight nine comma one one two"
Decimal numbers	0.056 4.37	"zero point zero five six" "four point three seven"
Fractions - common Fractions - not common - read as "numerator over denominator"	$\frac{1}{2}, \frac{1}{4}, \frac{2}{3}, \frac{4}{5}$ $\frac{14}{25}$ $\frac{487}{6972}$	"one half, one fourth, two thirds, four fifths" Other common fractions include "sixths, eighths, tenths" "fourteen over twenty-five" "four eight seven over six nine seven two"
Mixed numbers - read with "and" between whole number and fraction	$3\frac{1}{2}$ $57\frac{3}{4}$	"three and one-half" "fifty-seven and three fourths"
Percents	62% 7.5% 0.23%	"sixty-two percent" "seven point five percent" "zero point two three
Money - if contains a decimal point, read as "dollars AND cents"	$4.98 $0.33 $5368.00	"four dollars and ninety-eight cents" "thirty-three cents" "five three six eight dollars"
Negative numbers - do NOT read negative sign as "minus"	-3 $-\frac{5}{8}$ -7.56	"negative three" "negative five eighths" "negative seven point five six"
Dates (years)	1987 2005	"nineteen eighty-seven" "two thousand five"
Roman Numerals	I	"Roman Numeral one"

Description	Example(s)	Read as:
	II III IV	"Roman Numeral two" "Roman Numeral three" "Roman Numeral four"
Ratios	$x: y$	"x to y"

Operations

Description	Example(s)	Read as:
Addition	13 + 27 13 + 27 =	"thirteen plus twenty-seven equals"
	13 + 27 =?	"thirteen plus twenty-seven equals question mark"
Subtraction	487 – 159 487 – 159 =	"four eight seven minus one five nine equals"
	487 - 159 =?	"four eight seven minus one five nine equals question mark
Multiplication	63 X 49 63 X 49 =	"sixty-three times forty-nine equals"
	63 X 49 =?	"sixty-three times forty-nine equals question mark
Division – Vertical or Horizontal	$120 \div 15 = 8$ $\frac{120}{15}=8$	"one two zero divided by fifteen equals eight"
Operations with boxes	3 + □= 8	"three plus box equals fifteen"

Expressions

Description	Example(s)	Read as:
Expressions containing variables (any letter may be used as a variable)	N + 4	"'N' plus four"
	8x – 3	"eight 'x' minus three"
	4(y-2) +5 = 7	"four open parenthesis 'y' minus two close parenthesis plus five equals seven"
	$V = \frac{4}{3}\pi r^3$	"'V' equals four-thirds pi 'r' cubed"

Description	Example(s)	Read as:
	$\frac{\lvert t\rvert-2}{6 \leq 15}$ $x^2y^3=-36$ $156x \geq 4$	"the absolute value of 't' (pause) minus two (pause) over six is less than or equal to fifteen" "'x' squared 'y' cubed equals negative thirty-six" or "'x' to the second power times 'y' to the third power equals negative thirty-six" "one hundred fifty six 'x' is greater than or equal to four"
Coordinate pairs Answer choices with no other text	the point (–1, 2) the point A is at (6, 3). *A.* (–3, –4)	"the point (pause) negative one comma two" "The point 'A' is at (pause) six comma three." "'A' (pause) negative three comma negative four"
Parallels	$\overline{AB} \parallel \overline{CD}$	"line AB is parallel to line CD"
Perpendiculars	$\overline{AB} \perp \overline{CD}$	"line AB is perpendicular to line CD"

Suggested Test Reader Script
(to be used with student in advance of the day of testing)

Hi ____,

I'm the person who will be reading your test to you when you take your Smarter Balanced Assessment next week in [math/ELA]. I wanted to let you know how we'll work together. When I'm reading a test to you, it's very different from when I'm reading to you during class time. I have to follow certain rules.

- I cannot help you with any answers.
- I cannot click on anything in the screen.[1]
- I will not be using different character voices or changes in my tone when I read. I will be using a very direct voice that does not change very much, no matter how exciting the story or test item gets.
- If there is a picture that has words in it, I will read those words. If you ask, I will re-read the words as well.
- Sometimes there may be something about a word or phrase that might give you a hint if I read it out loud. In those cases, I will skip the word, point to it on screen [or on your booklet if braille or print on demand], and continue to read.
- I can still help you with your [**list any assistive technology that the student may require that would need adult support -- if that support is provided by you].
- You can ask me to re-read parts of the test if you didn't hear me or need more time to think.
- You can ask me to pause my reading if you need to take a break.
- You can ask me to slow down or speed up my reading, or read louder or softer if you are having trouble understanding what I read.
- I will only read certain types of punctuation, but if you need me to re-read a sentence and tell you how it was punctuated, I can do that.
- If you ask me a question about the test all I will say is: "do your best work. I cannot help you with that."
- Do you have any questions for me about how we'll work together during the test?

[1]A reader may click on something on the screen only if this is an identified need in the student's IEP or 504 plan and the reader has received appropriate training on when and how to do so.

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Appendix E: Scribing Protocol for Smarter Balanced Assessments

August 24, 2015

A scribe is an adult who writes down what a student dictates via speech, American Sign Language, or an assistive communication device. The guiding principle in scribing is to ensure that the student has access to and is able to respond to test content.

Scribes are allowable on Smarter Balanced Assessments as a **documented accommodation** for ELA writing, and a **designated support** for mathematics and ELA non-writing items. For information on documentation requirements and decision-making criteria for use of scribes and all other Smarter Balanced supports please see the *Smarter Balanced Usability, Accessibility, and Accommodations Guidelines.*

Qualifications for Scribes

- The scribe should be an adult who is familiar with the student, such as the teacher or teaching assistant who is typically responsible for scribing during educational instruction and assessments.
- Scribes must have demonstrated knowledge and experience in the subject for which scribing will be provided.
- Scribes should have extensive practice and training in accordance with Smarter Balanced and state administration and security policies and procedures as articulated in Consortium and state test administration manuals, guidelines, and related documentation.

Preparation

- Scribes should read and sign a test security/confidentiality agreement prior to test administration.
- Scribes are expected to familiarize themselves with the test format in advance of the scribing session. Having a working familiarity with the test environment will help facilitate the scribe's ability to record the student's answers.
- Scribes should be familiar with the Individualized Education Program (IEP) or 504 Plan if the student for whom they are scribing has a disability, so that there are plans in place for providing all needed designated supports and accommodations.
- Scribes should also have a strong working knowledge of the embedded and non-embedded accessibility and accommodations options and features available on Smarter Balanced assessments.
- Scribes should review the Scribing Protocol for Smarter Balanced Assessments with the student at least one to two days prior to the test event.
- Scribes should practice the scribing process with the student at least once prior to the scribing session.

General Guidelines

- Scribing must be administered so that the interaction between a scribe and a student does not interrupt other test-takers, or inadvertently reveal the student's answers.
- If not in a separate setting, the scribe should be situated near enough to the student to prevent their conversations from reaching other students in the room.
- For computer-based administrations, scribes must enter student responses directly into the test interface, making use of the available embedded and non-embedded tools available for a given item and student.
- Scribes are expected to comply with student requests regarding use of all available features within the test environment.
- Scribes may respond to procedural questions asked by the student (e.g., test directions, navigation within the test environment, etc.).
- Scribes may not respond to student questions about test items if their responses compromise validity of the test. The student must not be prompted, reminded, or otherwise assisted in formulating his or her response during or after the dictation to the scribe.
- Scribes may ask the student to restate words or parts as needed. Such requests must not be communicated in a manner suggesting that the student should make a change or correction.
- Scribes may not question or correct student choices, alert students to errors or mistakes, prompt or influence students in any way that might compromise the integrity of student responses. A scribe may not edit or alter student work in any way, and must record exactly what the student has dictated.
- Students must be allowed to review and edit what the scribe has written. If necessary, the student can request the scribe to read aloud the completed text before final approval.

Content-Area Specific Guidelines

English Language Arts	<u>Selected Response Items (Single and Multiple Answer)</u> • The student must point to or otherwise indicate his/her selection(s) from the options provided • Scribes are expected to comply with student directions regarding screen and test navigation and use of test platform features available for a given item • The student will confirm the selected answer and indicate to the scribe when he/she is ready to move to the next item <u>Constructed Response Items (Short-Text)</u> • The scribe will write verbatim student responses on paper or on screen in an area occluded from other students' view. • The scribe will correctly spell all words as dictated. • The scribe will **not** capitalize words or punctuate text. • The scribe will orally confirm spelling of homonyms and commonly

	confused homophones, e.g., *than* and *then*; *to*, *two*, and *too*; *there*, *their*, and *they're*. ● The student will proofread to add punctuation, capitalization, spacing, and make other edits. ● The scribe will make student requested changes, even if incorrect. ● The student will confirm the fidelity of the response. ● The student will indicate to the scribe when he/she is ready to move to the next item. <u>Long Essay (Full-Write)</u> ● The scribe will write verbatim student responses on paper or on screen in an area occluded from other students' view. ● The scribe will correctly spell all words as dictated. ● The scribe will **not** capitalize words or punctuate text. ● The scribe will orally confirm spelling of homonyms and commonly confused homophones, e.g., *than* and *then*; *to*, *two*, and *too*; *there*, *their*, and *they're*. ● The student will proofread to add punctuation, capitalization, spacing, and other edits. ● The scribe will make student requested changes, even if incorrect. ● The student will confirm the fidelity of the response. ● The student will indicate to the scribe when he/she is ready to move to the next item. ● Scribes should request clarification from the student about the use of capitalization, punctuation, and the spelling of words, and must allow the student to review and edit what the scribe has written.
Mathematics	<u>Selected Response Items (Single and Multiple Answer)</u> ● The student must point to or otherwise indicate his/her selection from the options provided. ● The scribe will comply with student directions, including requests regarding screen and test navigation and use of test platform features available for the question. ● The student will confirm his/her selections and indicate to the scribe when he/she is ready to move to the next item. ● Scribes should request clarification from the student about the use of capitalization, punctuation, and the spelling of words, and must allow the student to review and edits what the scribe has written. <u>Constructed/Equation Response Items</u> ● The student must point or otherwise direct the scribe in developing his/her response. ● The scribe will input student work directly onscreen and in view of the student. ● For responses requiring equations, the student must specify where to place figures and operands. ● For responses requiring text, the scribe will correctly spell all words as

	dictated and conform to standard writing conventions. ● For responses requiring text, the student will proofread to add punctuation, capitalization, spacing, and other edits. ● The scribe will make student requested changes, even if incorrect. ● The student will confirm the fidelity of the response. ● The student will indicate to the scribe when he/she is ready to move to the next item.

Considerations for students also using ASL

- The scribe should be proficient in ASL or the scribe should be working with an interpreter proficient in ASL, as determined by the member.
- When a constructed response is required, the interpreter/scribe should convey the meaning behind the student's indicated response.
- The interpreter/scribe should show the student the written response, but NOT sign the response to the student.
    - Probing or clarifying is allowed in the case of classifiers for students using ASL.
- Students may review the written or typed response on paper or on the computer screen and indicate any changes or revisions to the scribe.

Post-Administration

- The scribe will submit online or paper-based student responses and collect scratch paper, rough drafts, and login information immediately at the end of the testing session and deliver it to the test administrator in accordance with Consortium and state policies and procedures.

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Appendix F: Revision Log

Updates to the *Smarter Balanced Usability, Accessibility, and Accommodations Guidelines* are captured in this Revision Log. Updates are based on requests from members that do not impact policy. Any changes impacting policy require discussion and vote by Governing Members. Updates captured in the Revision Log are separated into two categories:

- **Clarification:** Updates of this type add details to existing information included in the *Guidelines*.
- **Increased Flexibility:** Updates of this type reflect explicatory information included in the *Guidelines* that result in augmented access to Smarter Balanced assessments.

Revisions are captured in tracking tables according to category. In cases where both **Clarification** and **Increased Flexibility** edits are made, changes to the *Guidelines* will be captured in the **Increased Flexibility** tracking table.

Section	Page	Clarification: Description of Changes	Date	Version
Table 3	9	Consistently used the term "ELA reading passages" instead of "ELA passages" to clarify availability of text-to-speech as an embedded designated support.	03/12/14	1.2
Table 4	12	Consistently used the term "ELA reading passages" instead of "ELA passages" to clarify availability of read aloud as a non-embedded designated support.	03/12/14	1.2
Table 5	17	Consistently used the term "ELA reading passages" instead of "ELA passages" to clarify availability of text-to-speech as an embedded accommodation.	03/12/14	1.2
Table 6	19	Consistently used the term "ELA reading passages" instead of "ELA passages" to clarify availability of read aloud as a non-embedded accommodation.	03/12/14	1.2
Table 3	10	Added verbiage clarifying the audio component of translated glossaries.	08/01/14	2.1
Table 3	10	Added clarifying language for the translated test directions embedded designated support, "As an embedded designated support, translated test directions are automatically a part of the stacked translation designated support."	11/5/14	2.2
Appendix C	32	Added question 16 to FAQs, which reflects information about a state vote addressing accessibility resources discussed and not included.	11/5/14	2.2
Global		References to Consortium "states" were changed to "members."	6/1/15	3.1
Global		References to TIDE were changed to ART.	6/1/15	3.1
Figure 1	4	Updated graphic to reflect new resources.	6/1/15	3.1
Introduction	5	Updated to include all appendices (A-E) and descriptions.	6/1/15	3.1
Table 1 Table 6 Appendix A	6 19 23	Inserted grade levels for which calculators are permitted.	6/1/15	3.1
Table 4	15	Updated the description of non-embedded Translations (Glossaries) to reflect that it is a resource available only for paper-pencil tests.	6/1/15	3.1
Appendix C	36	Add question 43 to FAQs to clarify small group administration of the Read Aloud.	6/1/15	3.1
Appendix	39	Example added to guidance regarding misspellings in the Read Aloud	6/1/15	3.1

D		Protocol.		
Table 4	14	Updated description of Separate Setting to include, “or to use a device requiring voicing (e.g., a Whisper Phone).”	8/15/15	3.2
Appendix C	32	Added FAQ 17 to describe the process for updating the UAAG.	8/15/15	3.2

Section	Page	Increased Flexibility: Description of Changes	Date	Version
Table 2	8	Scratch paper, the non-embedded universal tool, description has additional details regarding the performance task testing sessions: "For mathematics and ELA performance tasks, if a student needs to take the performance task in more than one session, scratch paper may be collected at the end of each session, securely stored, and made available to the student at the next performance task testing session. Once the student completes the performance task, the scratch paper must be collected and securely destroyed to maintain test security."	03/12/14	1.2
Table 4	14	Added information regarding the availability of translated test directions in PDF format. New accessibility resource also added to Figure 1 and Appendix A.	08/01/14	2.1
Table 4	14	To separate setting, added that, "A specific adult, trained in a manner consistent with the TAM, can act as test proctor (test administrator) when student requires it."	08/01/14	2.1
Table 4	13	Added information regarding the availability of noise buffers. New accessibility resource also added to Figure 1 and Appendix A.	08/01/14	2.1
Appendix C	26	Added the FAQs section.	08/01/14	2.1
Table 4	13	Moved noise buffers from non-embedded accommodations to non-embedded designated support. Same change was made to graphic and Appendix A table.	11/5/15	2.2
Table 5	18	Added descriptive information on the Streamline accommodation. Streamline was also added to graphic and Appendix A table.	11/5/14	2.2
Table 6	20	Throughout document, updated the policy on Read Aloud non-embedded Accommodation, per member vote on 3/6/15	3/9/15	2.3
Appendix D	38	Added Read Aloud protocol reflecting change in policy as per member vote on 3/6/15	3/9/15	2.3
Intro, Appendix C	1 28	Added descriptive information regarding temporary approvals for individuals unique student accommodations or designated supports. Language to address this language included in FAQ 6.	6/1/15	3.1
Table 4	13	Added information regarding the availability of Read Aloud in Spanish. New accessibility resource also added to Figure 1 and Appendix A.	6/1/15	3.1
Table 4	14	Updated the information on Translated Test Directions to include ELA	6/1/15	3.1
Table 6, Appendix C	20 35	Removed the conditional school year 2014-2015 for the Read Aloud non-embedded accommodation on ELA passages. Language consistent with this change included in FAQ 37.	6/1/15	3.1
Appendix	34	Added languages to reflect all languages offered for Translated Test	6/1/15	3.1

Section	Page	Increased Flexibility: Description of Changes	Date	Version
C		Directions to FAQ 30.		

FINAL STATEMENT OF REASONS
California Assessment of Academic Performance and Progress (CAASPP)

UPDATE OF INITIAL STATEMENT OF REASONS

The original proposed text was made available for public comment for at least 45 days from February 1, 2014 through March 17, 2014. Five individuals submitted comments during the 45-day comment period.

A public hearing was held at 1:30 p.m. on March 17, 2014, at the California Department of Education (CDE). Four individuals attended the public hearing and provided input.

SUMMARY AND RESPONSE TO COMMENTS RECEIVED DURING THE INITIAL NOTICE PERIOD OF FEBRUARY 1, 2014 THROUGH MARCH 17, 2014.

GABRIELLE JACKSON, Teacher – 4th Grade - Abraham Lincoln Elem. School
Comment: Commenter states opposition to the legislation establishing the CAASPP as the main assessment required by students "on the grounds that it is harmful to children and young people and it disrupts the normal teaching and learning relationship between a teacher and her pupils."
Response: The comment does not address the proposed regulations and therefore no response is required.

Comment: Commenter states that according to Education Code it is the intent of the Legislature that parents, classroom teachers, and other educators, pupil representatives, institutions of higher education, business community members, and the public be involved, in an active and ongoing basis, in the design and implementation of the statewide pupil assessment system and the development of assessment instruments and this has not been done. Commenter also states "We teachers have been told we will not be able to actually see the questions on the field test this year."
Response: The comment does not address the proposed regulations and therefore no response is required.

Comment: Commenter states "The ed code also says its intent is to minimize instructional time devoted to the test. We have been told we need to spend much instructional time practicing for the test."
Response: The comment does not address the proposed regulations and therefore no response is required.

Comment: Commenter states, "Teachers should be able to develop tests which are appropriate for her students, not have them made by a private company for profit. It also states in the ed code tests should be suited to local communities, that is completely the opposite of what CAASPP does."
Response: The comment does not address the proposed regulations and therefore no response is required.

Comment: Commenter strongly urges reconsideration of "this harmful and inappropriate test" and states "it is also strongly biased against students who are

impoverished since it tests computer skills as much as anything else, and children with a computer at home will do better than those who do not have one."
Response: The comment does not address the proposed regulations and therefore no response is required.

SPIEGEL COLEMAN, EXEC. DIR., CALIFORNIANS TOGETHER
Comment: Commenter proposes in Recommendation 1 that the permanent regulations have a "stand-alone section" within section 853.5[1] clearly identifying the variations (now designated supports) that are available to ELs. This stand-alone section should clearly identify the supports available to ELs and the process by which parents/guardians are assured their children will receive those supports.
Accept: The comment is accepted insofar as the CDE has added section 853.7 to the regulations so that there will be a "stand alone" section pertaining to the designated supports available to ELs and that this section will specify that LEAs may consider parental or guardian input in determining appropriate designated supports. The comment is also accepted insofar as section 858(d) has been added which designates a particular person to be responsible for ensuring that all designated supports, appropriate accommodations, and pre-approved individualized aids are entered into the registration system and provided to the proper pupil.

Comment: Commenter proposes in Recommendation 2 that the CDE provide a clear and consistent statewide process for educators to follow in determining whether designated supports should be made available to a pupil. Specifically, commenter believes that the determination about whether embedded and non-embedded designated supports should be provided to an EL pupil should be made by an educator or group of educators familiar with the student and the designated supports available, the parents or guardian and the student. The determination should be made according to a consistent process that considers the supports the student receives in the classroom and for other assessments, in order to maximize the performance of these students.
Accept in Part and Reject In Part: The CDE accepts the comment in part in that the new section 853.7 specifically provides that the LEA may seek parent or guardian input in determining designated supports. The comment is rejected in that the decision as to whether or not a pupil should receive a designated support, and the process for making that decision, is best left to the local level.

Comment: Commenter proposes in Recommendation 3 adding a new section which would require that LEAs make a determination with respect to every EL pupil whether or not the pupil could use a designated support. Specifically, the commenter recommends adding the following subdivision (e) to section 853.5[2]:

[1] The comment refers to section "835" but, there is no section 835 in Title 5 regulations and, based on the content of the comments, it appears to be merely a typo and that the commenter was commenting on section 853.5.
[2] Again, the comment refers to section "835.5" and there is no section 835.5 in Title 5 regulations. Based on the content of the comments, it appears to be merely a typo and that the commenter was commenting on section 853.5.

> "An LEA shall determine for each of its pupils identified as English learners whether one or more of the designated supports in subdivisions (c) and (d) of this section are appropriate for use on any of the CAASPP tests. This determination shall include input from the student and the student's parent/guardian and shall consider supports regularly used in the classroom and for other assessments."

Reject: Sections 853.5 and 853.7 do not preclude an EL pupil from receiving any designated supports that an educator, or a group of educators, feels is appropriate so long as the resource is identified prior to testing and is a resource regularly used in the classroom for instruction and/or assessment(s). The intent is to provide the LEA with flexibility to provide all pupils, which includes EL pupils, as well as others, necessary resources for participating in assessments. Mandating that LEAs make affirmative determinations concerning the appropriateness of a designated support(s) for all ELs would create an unfunded mandate and there is nothing in the CAASPP law allowing for the creation of a state mandate. The process by which an LEA determines whether a pupil needs a designated support is best left to the local level.

Comment: Commenter proposes in Recommendation 4 "that the permanent regulation include language that would require the provision of data to the CDE as to the number of English Learner students who requested designated support(s), and the number and type of designated support(s) that was actually provided."
Reject: The addition is unnecessary as the data compilation requested in this regulation is already required to be compiled and reported by the CDE pursuant to Education Code section 60643(b)(7)(F) and (G) and 20 U.S.C. 6311(b)(2)(C)(v) and (b)(3)(C)(xiii).

DOUGLAS J. McRAE, EDUCATIONAL MEASUREMENT SPECIALIST
Comment: Commenter contends that the interim assessments that will be available mirror the summative assessments and believes that these interim tools are unethical means of "teaching to the test." He recommends the deletion of section 853(c) which reads, "Use of interim assessments and formative assessment tools shall not be considered advanced preparation for CAASPP test as defined in Education Code section 60611."
Reject: The CDE disagrees with the commenter that the use of interim assessments should be prohibited. The Legislature has specifically expressed its intent that interim assessments be available for use by LEAs at no cost pursuant to Education Code section 60642.6.

Comment: Commenter recommends repealing sections 855(a), which requires LEAs to administer the Smarter Balanced Field Tests for ELA and mathematics in 2013-14 and also the CST, CMA and CAPA for certain subjects and grades. Commenter also recommends bringing back section 854, deleted from the current version of the regulations, with some minor revisions, so that section would read as follows:

(a) No program or materials shall be used by any school district or employee of a school district that are specifically formulated or intended to prepare pupils for standards-based achievement tests, or primary language tests, if any. No

administration or use of an alternate or parallel form should be used as practice for any pupils.

(b) Practice tests provided by the contractor as part of the standards-based achievement tests and the primary language tests, if any, for the limited purpose of familiarizing pupils with computerized formats of test items are not subject to the prohibition of subdivision (a).

The commenter notes that the recommended language would ban the use of the interim assessments that mirror Smarter Balanced summative assessments but would not ban practice tests provided by Smarter Balanced for the limited purpose of familiarizing pupils with the tests.
Reject: As to the comment regarding the elimination of section 855(a), commenter does not give reasons why it should be repealed and thus the comment is rejected. As to the commenter's proposed addition of former section 854 for the purpose of banning the use of interim assessments, such an amendment would be inconsistent with Education Code sections 60603(n) and 60642.6 which expressly permit the availability and use of interim assessments.

Comment: Commenter recommends the deletion of section 854(b)(1) in its entirety. That section prescribes a 12-week window for testing. The commenter instead recommends much shorter testing windows be established. The commenter further recommends modifying section 854(b)(2). That section establishes a separate 7-week testing window for grade 11 Smarter Balanced assessments and CAASPP assessments after January 2015. The commenter recommends that section be amended by replacing "For the grade11" with "For grades 3-8 and grade 11." The commenter believes that, for grades 3-8 and grade 11, the testing window should last just five weeks with the last two weeks available for emergency make-up testing. Together, the commenter believes that shortening these testing spans will provide a sound educational measurement testing window for large scale standards-based tests, balancing the need for test security and for comparability of scores.
Reject: Education Code section 60640(c)(5) provides for the SBE to approve "testing periods" or windows. The testing periods or windows chosen reflect the test windows established by the consortium.

Comment: Commenter recommends the deletion of Article 2, section 855(c), stating that if the K-12 High Speed Network does not have the capacity to allow LEAs and schools to test when they judge best within the windows, the state needs to delay initiation of statewide computer-administered tests until the state provides adequate technology capacity.
Reject: The CDE needs the flexibility so if there is an excessive load on the K-12 High Speed Network it can request of the SBE President or designee (with cause) temporary limitations on the administration of interim assessments (a draw on the K-12 High Speed Network) and require LEAs to more effectively spread out their pupil testing across a wider span of the testing window thereby reducing the load on the network. Delaying the computer-based testing until another year, as commenter suggests, would conflict with the CAASPP statutes.

Comment: Commenter recommends deleting section 857(d)[3] and replacing it with the language below. The commenter reasons that section 857(d) is absurd as CAASPP coordinators don't have authority to ensure compliance as authority is vested with the local school board. Commenter believes the following suggested language is more appropriate:

> The LEA CAASPP coordinator shall ascertain the LEA's compliance with the minimum technology specifications as identified by the CAASPP's contractor(s) or consortium on an annual basis, and if the LEA's compliance does not meet those specifications, the LEA CAASPP coordinator shall recommend to the LEA Superintendent, the LEA School Board, and the CDE that the LEA utilize paper-and-pencil tests rather than computer-administered tests for the current school year.

Reject: The suggested replacement language is rejected as it is the Legislature's intent, as stated in Education Code section 60602.5(a)(6), that the assessments be administered, where feasible, via technology.

Comment: Commenter recommends additional language in section 861 regarding the information that must be entered into the "test information engine," specifically adding all Special Education accommodations and designated supports as well as all English Language Learner's designated supports.
Accept in Part and Reject in Part*:* Accept in that section 861 will be amended to add to the required data to be reported, if a pupil used a designated support and if a pupil used an approved individualized aid. The comment is rejected insofar as requiring the data to be disaggregated by subgroups in these regulations is unnecessary as those data will be compiled and reported pursuant to Education Code section 60643(b)(7)(F) and (G) and 20 U.S.C. sections 6311(b)(2)(C)(v) and (b)(3)(C)(xiii).

LAUREN GIARDINA, STAFF ATTORNEY, DISABILITY RIGHTS CALIFORNIA
Comment: Commenter states that they are troubled that section 853.5(d) does not automatically grant supports to students who have accommodations or modifications already written into their IEP or 504 plans.
Accept: The comment is accepted in that, for additional clarity, the phrase, "or specified in a pupil's IEP or Section 504 Plan" shall be added after the phrase "educator or group of educators" to sections 853.5(d) and 850(i) to make it clear that any non-embedded designated supports contained in an IEP or Section 504 Plan will be provided to a pupil. This phrase will also be added to section 853.5(c) to clarify that any embedded designated supports contained in an IEP or Section 504 Plan will also be provided to a pupil.

Comment: Commenter is also concerned about section 853.5(d) in that this section does not specify a timeline or procedure for requesting designated supports or an appeal of denials of those supports. Without such timelines or appeals specified, commenter feels it is possible that a student may not receive their denial in a timely

[3] The CDE assumes that the comment, which referred to section 847(d) was a typo and was meant to refer to 857(d) as there is no section 847(d) in the proposed regulations.

manner and may be forced to take the exam without the necessary accommodations, which may impact the validity of the test results.
Reject: As proposed, section 850(j) would define designated supports to be, "resources that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators and which the pupil regularly uses in the classroom for instruction and/or assessment(s)." The definition provides the LEA the timeline and the CDE defers to the LEA on how to best implement the timeline and address any appeals of denial of a particular designated support. Concerns about a designated support(s) for a pupil with an IEP or Section 504 Plan should be addressed through those processes.

Comment*:* Commenter is also concerned with sections 853.5(e) and (f). The commenter states that they are concerned that students who require accommodations, modifications or supports that do not have an IEP or Section 504 plan will not be able to receive testing support. Second, commenter is concerned that those with an IEP or Section 504 Plan may not have all of the necessary supports listed in their IEP or Section 504 Plans. The commenter recommends that the "regulations specify a procedure for requesting accommodations that are not in the IEP and for appealing denials of such requests."
Reject: As to the first concern, students who require resources but do not have an IEP or Section 504 Plan can still receive any and all universal tools as well as any designated supports that have been determined for use by an educator or a group of educators. In addition, the LEA can seek approval of any individualized aid not otherwise enumerated in the regulations on behalf of the student pursuant to section 853.5(g). As to the second concern, that students with an IEP or Section 504 Plan may require a resource that is not listed in their IEP or Section 504 Plans, such a resource will be provided if it is a universal tool available to all students, a designated support determined for that pupil's use by an educator or a group of educators or an individualized aid if the LEA has sought and received approval for its use by the CDE pursuant to sections 853.5(g).

Comment: Commenter states that the supports enumerated in the regulations in Sections 853.5(a)-(f), "are not exhaustive" and that there may be supports included in a pupil's IEP or Section 504 Plan that are not listed in the regulations. Commenter suggests that the CDE consider "providing any testing accommodations listed in an IEP or 504 automatically and not just limit the provision of such accommodations to those listed in these sections."
Reject: It is not possible to develop a comprehensive listing of all the possible testing resources for students with every type of disability for all different tests or test items. Section 853.5(g) provides a mechanism to seek approval for the use of a resource that is included in a pupil's IEP or Section 504 Plan but that is not included in the list of universal tools, designated supports or accommodations in these regulations.

BILL LUCIA, PRESIDENT AND CEO, EdVOICE
Comment: Commenter states that section 851(b) "conflicts with current law" and exceeds the SBE's authority. Commenter states that section 851(b) restricts the flexibility granted all charter schools and that Education code section 47651 includes no provision that establishes the authority to adopt the language of this regulation.

Commenter further states that while Education Code section 60603(o) includes direct-funded charter schools in the definition of a "local educational agency" for purposes of assessments, it does not define what a locally-funded charter school is for purposes of the assessments and that "without any explicit mention of locally-funded charter schools, these regulations mandate new levels of oversight from a local governing board."
Accept in Part and Reject in Part: The comment is accepted in that section 851(b) has been amended for purposes of clarification and to connect the regulation more directly to the statutes being implemented. The comment is rejected in that the SBE has neither exceeded its authority nor created new levels of oversight. Education Code section 47651(a) addresses the distinction between a charter school that receives funding directly from the State of California and a charter school that receives funding through the LEA that granted its charter or was designated the oversight agency by the SBE pursuant to Education Code section 47605(k)(1). The former type of charter school is a "direct-funded" charter school and the latter charter school is a "locally-funded" charter school. All SBE-authorized charters and statewide benefit charters are direct-funded charters. Education Code section 60603(o) explicitly states, for the first time, that direct-funded charter schools are "LEAs" at least for purposes of the administering CAASPP assessments. As an LEA, a direct-funded charter school would be directly responsible for the administration and scoring of CAASPP assessments. The SBE is charged with implementing the CAASPP statutory scheme and must clarify and make specific how charter schools that are not LEAs are to administer CAASPP assessments. Pursuant to Government Code section 11342.2, regulations propounded by state agencies are automatically valid when there is express authority for the agency to adopt regulations to implement statutes [which there is pursuant to Education Code section 60640(q)], the regulations are necessary to implement, interpret, make specific or otherwise carryout the provisions of the statute, the regulations are not inconsistent or in conflict with any statute and the regulations are reasonably necessary to effectuate the purpose of the statute. The proposed amended regulation meets this standard.

RIGEL MASSARO, POLICY AND LEGAL ADVOCATE, PUBLIC ADVOCATES, INC.
Comment: Commenter recommends "that 1) a determination about designated supports be made for every EL; 2) this determination be made by educators familiar with the EL, and include the ELs' parent/guardian and the EL student; and 3) that this determination consider the supports the EL uses in the classroom and for other assessments."
Accept in Part and Reject in Part: The comment is accepted in that the regulations have been amended to add section 853.7 to specify that in determining whether an EL should have a designated support, input of a parent or guardian may be sought. The comment is rejected in that the regulations already allow for ELs to receive any and all designated supports listed in the regulation and allows an LEA to consider the resources that the EL uses in the classroom and for assessments. The SBE does not believe additional mandates are necessary and that the LEAs are in the best position to identify and determine the need of all students, including ELs.

Comment: Commenter states that "'when determined' suggests that individual determinations are optional" and that "While determination about designated supports is appropriately optional for most English only students, this determination should be

mandatory for all ELs." The Commenter goes on to suggest that "a mandatory and individualized determination is consistent with federal law, which states that state assessments 'shall' provide for "…the inclusion of limited English proficient students, who shall be assessed in a valid and reliable manner and provided reasonable accommodations on assessments administered to such students under this paragraph, including, to the extent practicable, assessments in the language and form most likely to yield accurate data on what such students know and can do in academic content areas, until such students have achieved English language proficiency as determined under paragraph (7);" 20. U.S.C. 6311(b)(3)(C)(ix)(III).
Reject: Sections 853.5 and 853.7 do not preclude an EL pupil from receiving any designated supports that an educator, or a group of educators, feels is appropriate so long as the support is identified prior to testing and is a support regularly used in the classroom for instruction and/or assessment(s). Mandating in the regulations that LEAs make an affirmative determination concerning every ELs need for a designated support(s) is not required by federal law and would create an unfunded mandate when there is nothing in the CAASPP law creating a state mandate. The process by which an LEA determines whether a pupil needs a designated support is best left to the local level.

Comment: Commenter states that the manuals "must include reference to the process by which the educator(s)" "determination of whether a student needs a designated support is communicated to the LEA CAASPP Coordinator or Test Site Coordinator."
Accept in Part and Reject in Part: The comment is accepted in that the regulations propose to designate the person to be responsible for correctly processing designated supports and accommodations into the registration system. Subdivision (d) proposes changing section 858 as follows:

> The CAASPP test site coordinator shall be responsible for ensuring that all designated supports and accommodations are correctly entered into the registration system and provided to the pupil(s) identified to receive the designated supports and/or accommodations.

The comment is rejected in that the regulations should not specifically dictate what is to be included in the contractor's manual.

Comment: Commenter states "We suggest that the proposed permanent regulations amend the designated supports to include the variations previously allowed to ELs" under the Standardized Testing and Reporting (STAR) program.
The four EL testing variations, previously allowed under STAR regulations at sections 853.5(g)(1)-(4) are rejected from inclusion in the amended regulations for the following reasons:

Subcomment 1: Section 853.5(g)(1): Tested in a separate room with other EL learners provided that an employee of the school, school district or nonpublic school, who has signed the Test Security Affidavit, directly supervises the pupil.
Reject: Addition of this specific variation as a designated support is unnecessary. Sections 853.5(d)(9) and 853.7(b)(9) provide as a non-embedded designated support "separate setting." LEAs may provide this non-embedded designated support to any

pupil, including any and all ELs, if it is determined appropriate by an educator or group of educators and, under the proposed regulations, an educator or group of educators may determine that ELs should be placed together in a separate setting.

Subcomment 2: Section 853.5(g)(2): Additional supervised breaks following each section within a test part provided that the test section is completed within a testing day. A test section is identified by "STOP" at the end of it.
Reject: Addition of this section is unnecessary as sections 853.5(a)(1) and (b)(1) provide for "breaks" (or a pause) for all pupils, which includes ELs.

Subcomment 3: Section 853.5(g)(3): The test directions printed in the test administration manual may be translated into an ELs primary language. ELs shall have the opportunity to ask clarifying questions about any test directions presented orally in their primary language.
Reject: Smarter Balanced does not include clarifying questions about test directions in a student's primary language among the list of resources. Any pupil may request such resources pursuant to the mechanism in section 853.5(g).

Subcomment 4: Section 853.5(g)(4): Access to translation glossaries/word lists for the standard based achievement tests in mathematics, science and history social science (English-to-primary language). The translation glossaries/word lists are to include only the English word or phrase with the corresponding primary language word or phrase. The glossaries or word lists shall include no definitions, parts of speech or formulas.
Reject: Smarter Balanced does not include these as among the list of resources. Any pupil may request such resources pursuant to the mechanism in section 853.5(g).

PUBLIC HEARING, MARCH 17, 2014

Four individuals were present at the public hearing: Martha Diaz, representing Californians Together (Shelly Spiegel Coleman) also submitted written comments (addressed above); Doug McRae, also submitted written comments (addressed above); Marge Crawford and Jordan White, Rocklin Unified School District staff, provided oral comments listed below.

MARGE CRAWFORD, ASST. SUPT., ROCKLIN UNIFIED SCHOOL DISTRICT
Comment: Commenter voiced support for the Smarter Balanced assessments.
Response: No response required.
JORDAN WHITE, ROCKLIN UNIFIED SCHOOL DISTRICT
Comment: Commenter voiced support for the Smarter Balanced assessments.
Response: No response required.

After the 45-day comment period, the following changes were made to the proposed text of the regulations and sent out for a 15-Day comment period:

The following amendments occur throughout the regulations:

- Renumbering for consistency;

- "Accessibility support" has been deleted and replaced with "individualized aid." This amendment is necessary as individualized aid was deemed a more appropriate term
- Computer-based testing (CBT) in these regulations has been changed to computer-based assessments (CBA). This amendment is necessary for clarity and consistency because CBA is defined in Education Code section 60603(e).
- In sections 850(a), (k), and (o), the word "support" has been replaced with "resources." This amendment is necessary as resources is deemed a more appropriate term.

Proposed section 850(a) is amended to add the requirement that accommodations must be regularly used in the classroom for instruction and/or assessments. This amendment is necessary to conform to Smarter Balanced requirements.

Proposed section 850(b) is deleted. This deletion is necessary as "accessibility supports" is no longer a term used in these regulations.

Proposed section 850(c) adds the definition of "Adaptive engine." This definition is necessary as the term is now used in section 853(b).

Proposed section 850(d) is amended to delete the word "accommodations" and replace it with "resources." This amendment is necessary for clarity and consistency of terminology.

Proposed section 850(e) is amended to add a definition for "Assessment delivery system." This is necessary as the term is now used in sections 859(d)(4)(A) and 859(d)(6).

Proposed section 850(f)(formerly (e)) is amended to change "Testing" to "Assessment." This amendment is necessary for clarity and consistency.

Proposed section 850(i)(formerly (h)) is amended to add "its" before "test materials." This amendment is necessary for clarity and consistency.

Former proposed section 850(i) is deleted. This deletion is necessary as the term computer-based assessments is already defined in Education Code section 60603(e) and thus that term should be utilized in the regulations.

Proposed section 850(j) is amended to add a definition for "Data Warehouse." This amendment is necessary as the term is now used in section 850(e).

Proposed section 850(k)(formerly (j)) is amended to replace "features" with resources, and add "or specified in a pupil's IEP or Section 504 Plan." These amendments are necessary for clarity and consistency. In addition, this section is amended to add the requirement that resources must be regularly used in the classroom for instruction and/or assessments. This amendment is necessary to conform to Smarter Balanced requirements.

Proposed section 850(l)(formerly (k)) is amended to add “taking an assessment pursuant to Education Code section 60640.” This amendment is necessary for specificity as not all pupils in the state of California take CAASPP assessments.

Proposed section 850(o) adds the definition “Individualized aid.” This addition is necessary as the term is now used in the regulations.

Proposed section 850(p) is amended to add the statement that an LEA Superintendent, for purposes of the CAASPP regulations, includes an administrator of a direct-funded charter school. This is necessary for clarity as charter schools have administrators and not superintendents.

Proposed section 850(t) adds the definition “pupil.” This addition is necessary to acknowledge that the CAASPP statutes do not apply to students outside the public school system.

Proposed section 850(u)(formerly (r)) is amended to add “as specified in Education Code section 60603(v).” This amendment is necessary for clarification and consistency.

Proposed section 850(v) adds the definition “registration system.” This definition is necessary because the term is now used in sections 858(d) and 859(c).

Proposed section 850(w) adds the definition “resource(s).” This definition is necessary because the term is now used consistently throughout these amended proposed regulations.

Proposed section 850(x)(formerly (s)) amends “is required” to “has received training”. This is necessary to conform with consortium requirements for scribes.

Proposed section 850(aa) (formerly (v)) is amended to add “at the option of the LEA” and “or pupils enrolled in a dual immersion program that includes Spanish.” These amendments are necessary to conform to Education Code section 60640.

Proposed section 850(ab) adds the definition “streamlining.” This definition is necessary as that term has been added to section 853.5 as an embedded accommodation.

Proposed section 850(ac)(formerly (w)) has been reworded for clarification purposes and for consistency with the definition of test proctor in section (ae).

Proposed section 850(ad)(formerly (x)) is amended to delete “as part of the administration of the CAASPP tests.” This amendment is necessary to eliminate redundant and unnecessary language**.**

Proposed section 850(ae)(formerly (y)) is amended to delete “within the CAASPP assessment system.” This amendment is necessary to eliminate redundant and unnecessary language.

Proposed section 850(af)(formerly (z)) is amended to add section 853.7 since that section is added to the regulations and utilizes the term “translator.”

Proposed section 850(ag)(formerly (aa)) is amended to change “accessibility features” to “resources.” This amendment is necessary for clarity and consistency.

Proposed section 851(b) is amended to replace a “charter school which is not direct-funded pursuant to Education Code section 47651” to “a charter school which is not an LEA as defined in Education Code section 60603(o).” This amendment is necessary for clarification and to connect the regulation more directly to the statutes being implemented. It is also amended to replace “the local governing board” with the “State Board of Education.” This amendment is necessary as Education Code section 47651 (referenced in Section 60603(o)), specifically refers to Section 47605(k)(1) which permits designation of an oversight agency by the State Board of Education and not a local governing board.

Proposed section 853(a) is amended to add reference to section 853.7. This amendment is necessary because designated supports are referenced in section 853.7 for ELs.

Proposed section 853(b) is added to these regulations. This addition is necessary to emphasize the intent expressed by the Legislature in Education Code section 60602.5(a)(6).

Proposed section 853(d) is amended to delete “for use during the school year.” This amendment is necessary because during the school year is unnecessary due to year-round availability. The words “and formative assessment tools” are deleted for consistency and clarity as formative tools are provided by the State and require no scoring.

Proposed sections 853.5(a), (b), (c), and (d) are amended to delete the parenthetical phrase “(including ELs and students with disabilities).” This parenthetical, which was added at the January 2014 SBE meeting to continue the practice established in STAR regulations of highlighting in regulations supports available to the EL pupils, is no longer necessary because a stand-alone regulation has been added specifying the designated supports available for ELs. The “all pupils” language is inclusive of all pupils, including ELs and students with disabilities.

Subdivision (c) is amended to delete “unless otherwise indicated.” This is necessary as this language is superfluous.

Subdivision (c)(3) is also amended to add “reading” before “passages.” This amendment is necessary for clarity and consistency.

Subdivisions (c) and (d) are also amended by adding “or specified in a pupil’s IEP or Section 504 Plan.” This is necessary to clarify that a group of educators includes an IEP or Section 504 Plan team. Subdivisions (c) and (d) are also amended to add the word

“but” before “not reading passages.” These amendments are necessary for consistency and clarity.

Proposed section 853.5(d)(9) is amended to strike reading, writing, listening and mathematics. The amendment is necessary because these resources are available in all CAASSP tests.

Proposed section 853.5(d)(10) is amended to eliminate science and primary language tests, and to clarify for which languages a glossary is available in mathematics. This amendment is necessary because Smarter Balanced provides glossaries only in the languages it supports. LEAs cannot develop additional glossaries for mathematics.

Proposed section 853.5(d)(13) is added to include LEA developed translation glossaries for science and primary language. This amendment is necessary to differentiate between LEA-developed glossaries and those provided by Smarter Balanced.

Proposed section 853.5(d)(14) is added to include "administration of the test at the most beneficial time of day for the pupil.” This addition, which was formerly a non-embedded accommodation under section 853.5(f)(14), is necessary because it is more appropriate that the resource is deemed a designated support.

Proposed section 853.5(e)(5) is added to include streamlining for reading, writing, listening and mathematics. This addition is necessary to conform to the resources permitted by the Smarter Balanced consortium.

Proposed section 853.5(f)(13) is deleted because section 853.5(d)(9) has been amended to include separate setting for all CAASPP tests.

Proposed section 853.5(f)(14) is deleted and moved to section 853.5(d)(14) because it is a more appropriate designation for this resource.

Proposed section 853.5(i) is added to specify that if a consortium in which California participates approves of a universal tool, designated support and/or accommodation(s) not listed in the regulations, the CDE shall allow its use. This addition is necessary because the CDE wants to make sure that pupils are permitted to use all appropriate resources provided by a consortium in which California participates.

Proposed section 853.7 is added as a “stand-alone” section to highlight the designated supports available to ELs and to emphasize that parent and guardian input may be sought. This addition is included in response to comments from the stakeholders.

Proposed section 855(b)(3) is amended to remove “as these tests.” This amendment is necessary for clarity.

Proposed sections 857(b) and 858(a) are amended to change the date from September 29 to September 30. These amendments are necessary to be consistent with the date in section 857(a).

Proposed section 858(d) is added to specify that it is the CAASPP test site coordinator who is responsible for ensuring that all designated supports and accommodations are correctly entered into the registration system and provided to the pupil identified to receive the designated supports and/or accommodations. This addition is necessary to help ensure that pupils receive the resources they should be receiving under these regulations.

Proposed section 859(b)(6) is amended to replace "the CAPA test" with "an alternate assessment (CAPA or its successor alternate assessment)." This amendment is necessary because the CDE is working to replace the CAPA test with another alternate assessment so these regulations will continue to apply in the event that a new alternate assessment is introduced.

Proposed section 859(c) is amended to add "LEA CAASPP coordinator and CAASPP test site coordinators" for consistency with section 859(b)(2). It is also amended to add "platform" to assessment technology and "registration system, adaptive engine." These amendments are to clarify all of the parts that comprise the CBA.

Proposed section 859(d)(4)(A) is amended to add "Other than the pupil to whom the information pertains for the purpose of logging on to the assessment delivery system." This amendment is necessary to ensure that a pupil, and only that pupil, can receive his/her own information for purposes of logging into the system.

Proposed section 859(d)(4)(D) is deleted. This deletion is necessary as it is covered by section 859(d)(4)(A).

Proposed section 859(d)(6) is amended to change "computer system" to "assessment delivery system." This amendment is necessary for clarity and consistency.

Proposed section 859(d)(10) is amended to replace reference to "CAPA" with a reference to "an alternate assessment (CAPA or its successor alternate assessment)." This amendment is necessary because the CDE is working to replace the CAPA test with another alternate assessment so these regulations will continue to apply in the event that a new alternate assessment is introduced.

Proposed section 859(d)(11) is amended to add "paper-pencil" to provide clarity of the type of test. It is also amended to delete "embedded and/or" because these resources are only available in the CBA. "Individualized aids" is added to the list of resources available on the "paper-pencil" tests because an IEP and/or Section 504 Plan team may identify an unlisted resource as necessary.

Proposed section 859(d)(12) is added to these regulations. This addition is necessary to ensure active supervision and to ensure that appropriate assessments are given in the correct order.

Proposed section 861(b)(2) is amended to add "if a pupil used a designated support." This amendment is necessary for purposes of required data reporting.

Proposed section 861(b)(3) is amended to add "if a pupil used an individualized aid." This amendment is necessary for purposes of required data reporting.

SUMMARY AND RESPONSE TO COMMENTS RECEIVED DURING THE 15-DAY COMMENT PERIOD FROM MAY 8, 2014 THROUGH MAY 23, 2014, INCLUSIVE.

SHELLY SPIEGEL COLEMAN, EXEC. DIR., CALIFORNIANS TOGETHER
Comment 1: Commenter states, "The proposed regulations' (sic) maintains the language of "when determined" suggesting that this determination is optional. While a determination about designated supports is appropriately optional for most English only students, this determination should be mandatory for all ELs. This does not mean that every EL by definition requires use of one or more designated supports. It does mean that a *determination* must be made for every EL student regarding whether and which designated supports they will be able to access on the CAASPP."

Comment 2: Commenter recommends that students be included in decision of appropriate designated supports for the CAASPP tests and that the educator(s) be familiar with the student's characteristics.

Comment 3: Commenter states "The proposed amendments 'permit' the use of designated supports once a determination has been made for an EL student. We strongly believe that once determined to be necessary by an educator(s) and the parent(s)/guardian(s), the designated support **should** be given to the EL student."

The commenter proposes to address concerns #1, 2, and 3 by deleting sections 853.7 (a) and (b) and replacing those subdivisions as set forth below:

> ***"(a) An educator or group of educators familiar with the student's characteristics and needs shall determine for each of its pupils identified as English learners whether one or more of the designated supports in subdivisions (a) and (b) of this section are appropriate for use on any of the CAASPP tests. This determination shall include input from the student and the student's parent/guardian and shall consider supports regularly used in the classroom and for other assessments. Upon determination, one or more of the embedded or designated supports shall be provided to the English Learner student(s), on the CAASPP tests for English langauge arts (including the components of the reading, writing and listening) and mathematics as specified below…."***
>
> ***"(b) An educator or group of educators familiar with the student's characteristics and needs shall determine for each of its pupils identified as English learners whether one or more of the designated supports in subdivisions (a) and (b) of this section are appropriate for use on any of the CAASPP tests. This determination shall include input from the student and the student's parent/guardian and shall consider supports regularly used in the classroom and for other assessments. Upon determination, one or more of the non- embedded or designated supports shall be provided to the English Learner student(s), on the CAASPP tests for English langauge***

arts (including the components of the reading, writing and listening) and mathematics, science and primary language as specified below….“

Reject: Section 853.7 does not preclude an EL pupil from receiving any designated supports that an educator, or a group of educators, feels is appropriate so long as the designated support, as defined in section 851(k), is identified prior to testing and is a support regularly used in the classroom for instruction and/or assessment(s). Nothing precludes an LEA from locally requiring that educator or educators are familiar with the student's characteristics or reach a joint decision on which designated supports to provide. Furthermore, nothing precludes a pupil from advocating for the use of a designated support to an educator or an LEA from seeking pupil input on the use of a designated support. *Mandating* in the regulations that LEAs make an affirmative determination concerning every ELs need for a designated support(s), that students be included in this mandatory determination and that the educator making this decision be required to be familiar with the pupil are mandates not required by federal law and would create unfunded mandates through regulation when there is nothing in the CAASPP law creating such mandates. The process by which an LEA determines whether an EL needs a designated support is best left to the local level. As to the comment that section 853.7 be amended to require that an EL "should" be given designated supports determined to be necessary rather than "permitted," this change is unnecessary as section 835.7 already gives an EL pupil the right to any and all designated supports that have been determined for his or her use by an educator or group of educators.

Comment 4: Commenter recommends that "the permanent regulations include language that would require the provision of data to the CDE as to the number of English Learner students who requested designated support(s), and the number and type of designated support(s) that was actually provided." The commenter proposes that the permanent regulations be amended to add a new subdivision (c) to section 853.7 to read:

" The district or SBAC shall provide to the state the number of English Learners identified as needing designated supports and the number and type of designated supports actually provided to English Learners. This data shall be submitted at the same time SBAC assessment data is forwarded to the state."

Reject: Addition of this section would be beyond the scope of the statute. Neither state nor federal law require the collection of the number of EL students who request designated supports nor the number and type of designated supports actually provided. Inclusion of this recommendation would constitute an unfunded state mandate. Additionally, AB 110, Chapter 20, Statutes of 2013, in section 6100-001-0890 states, "(22.)… As a further condition of receiving these funds, the SDE shall not add additional data elements to CALPADS, require local educational agencies to use the data collected through the CALPADS for any purpose, or otherwise expand or enhance the system beyond the data elements and functionalities that are identified in the most current approved Feasibility Study and Special Project Reports and the CALPADS Data Guide v4.1." Nevertheless, the CDE will collect, disaggregate and report data on which

pupils have been designated EL and which pupils have had designated supports and/or accommodations made available to them in accordance with the federal accountability and technical requirements.

KIMBERLY RODRIGUEZ, ASSOC. OF CALIFORNIA SCHOOL ADMINISTRATORS
Comment 1: Commenter suggests reorganizing section 855(b)(2) to clearly delineate between the testing window for 11th grade SB assessments administered after January 2015 and CAASSPP assessments administered after January 2015. Commenter is specifically concerned that the proposed window for the grade 11 SB assessments is too late in the academic year (after 80 percent of instruction), that it is only 7 weeks and that the timing interferes with Advanced Placement testing.
Comment 2: Commenter is concerned about language that authorizes CDE, with the approval of the SBE or designee, to "require LEAs to more fully utilize the testing window" and "about the ability of CDE to alter the testing window." Additionally, the commenter is concerned about language that authorizes CDE to limit the use of interim assessments in instances where it determines that is necessary to do so to ensure the capacity of the CA K-12 High Speed Network (K12HSN).
Response: No response required because these comments do not address amendments proposed during this 15-day comment period. However, the CDE wishes to reiterate that the CDE needs the flexibility so if there is an excessive load on the K-12 High Speed Network it can request of the SBE President or designee (with cause) temporary limitations on the administration of interim assessments (a draw on the K-12 High Speed Network) and require LEAs to more effectively spread out their pupil testing across a wider span of the testing window thereby reducing the load on the network. As an additional note, at no time during the 2014 field test did the K-12 High Speed Network reach capacity (500,000 concurrent students). The highest concurrent student count was 184,481 students on Tuesday, April 29, 2014.

GINA PLATE, CHAIR, CALIFORNIA ADVISORY COMMISSION ON SPECIAL EDUCATION
Comment: The commenter expresses concern that when the regulations refer to the state's current alternative assessment, the California Alternative Performance Assessment (CAPA), there is no mention of important language specifically included in AB 484, which is "until a successor alternative assessment is implemented." Commenter expresses commitment to obtaining a new alternative state assessment for students with cognitive disabilities and believes that adding this language in the regulations where CAPA is mentioned is important, as CAPA is no longer supported by teachers and administrators.
Response: While no response is required because this comment does not address amendments proposed during this 15-day comment period, the CDE responds as follows: Education Code section 60640(b)(3) states that the CAPA will continue "until a successor assessment is implemented" and the CDE anticipates the adoption of a successor alternate assessment in the near future. Thus, when addressing the alternate assessment for pupils with significant cognitive disabilities in these regulations, the CDE intended to refer to "CAPA or its successor alternate assessment" as demonstrated by the references in the regulations in sections 859(b)(6) and 859(d)(10). Sections 850(l)(2) and 855(b)(3), however, were inadvertently not similarly modified when addressing CAPA to include the reference to "or its successor alternate assessment"

and, thus, conforming, non-substantive changes have been now made to both sections.

BILL LUCIA, PRESIDENT AND CEO, EdVOICE
Comment: Commenter believes that "section 851(b) of the proposed regulations is not required by current law and creates unnecessary burdens and restrictions on charter schools and authorizing districts. The commenter states that "the regulation in §851(b) restricts the flexibility granted all charter schools by stating that 'for the purposes of the CAASPP assessment system a charter school which is not an LEA as defined in Education Code section 60603(0) shall test with, and dependent on, the LEA that granted the charter or was designated the oversight agency by the State Board of Education (SBE).'" The commenter proposes that the permanent regulations be amended to require only "coordination" of locally-funded schools with their LEA, giving the locally-funded charter school the option to select whether to administer tests independently or in conjunction with the authorizing LEA.
Reject: Prior to AB 484, the Education Code required that STAR tests be administered by "school districts." The Legislature did not define what entities constituted "school districts" for the purposes of administering STAR testing, so it was left to the discretion of the SBE, when drafting STAR regulations, to address what entities constituted a "school district" for purposes of administration of STAR testing. As set forth in former Section 850(o), a school district was defined at that time by the SBE to include, "any charter school that for assessment purposes does not elect to be part of the school district or county office of education that granted the charter." AB 484 removed the ability of the SBE to continue this flexibility for charter schools. AB 484 provides that CASSPP testing is to be administered by LEAs, not school districts; furthermore AB 484 expressly codified which entities constitute an "LEA" for purposes of administering the CAASPP testing. Education Code section 60603(o) states that an LEA in this context means "a county office of education, school district, state special school or direct-funded charter school as described in Section 47651." Since AB 484 specifically grants authority only to LEAs, not individual schools, to conduct and administer CAASPP testing, and since a locally-funded charter school is, by statute, not an LEA for purposes of conducting and administering CAASPP testing, the suggestion offered by the commenter, to continue in the regulations to allow locally-funded charter schools to choose whether to independently administer CAASPP testing, must be rejected, as accepting this suggestion would conflict with the express terms of the implementing legislation.

DOUGLAS J. McRAE, EDUCATIONAL MEASUREMENT SPECIALIST
Comment 1: The commenter would like to delete the sentence in section 853(d) [formerly 853(c)] that states "Use of interim assessments and formative tools shall not be considered advance preparation for a CAASPP test as defined in Education Code Section 60611." The commenter believes that the Smarter Balanced interim tests mirror the summative assessments and thus are an unethical means of "teaching to the test" and should be prohibited rather than exempted from EC Section 60611's prohibition via regulation.

Comment 2: The commenter would like to see section 854's language reinstated, instead of repealed, but to delete the parenthetical in subdivision (a) that begins, "Except for materials specifically provided by the CDE or its agents…": The new section

854 would read: “(a) No program or materials shall be used by any school district or employee of a school district that are specifically formulated or intended to prepare pupils for standards-based achievement tests, or primary language tests, if any. No administration or use of an alternate or parallel form should be used as practice for any pupils.” And “(b) Practice tests provided by the contractor as part of the standards-based achievement tests and the primary language tests, if any, for the limited purpose of familiarizing pupils with computerized formats of test items are not subject to the prohibition of subdivision (a).”

Comment 3: The commenter would like to delete section 855(b)(1) and instead modify section 855(b)(2) by replacing the words “For the grade 11” with the words “For grades 3-8 and grade 11” thereby making only one window for testing ELA and mathematics beginning after at least 80 percent of a school’s annual instructional days have been completed. Commenter advocates this change on his belief that a 12-week window is too long.

Comment 4: The commenter would like to delete section 855(c). The commenter believes that the requirement LEAs move testing windows due to lack of technology capacity in California state-provided K12HSN is an “insult” to the LEA and that the state should “delay initiation of statewide computer-administered tests until the state provides adequate technology capacity.”

Comment 5: The commenter would like to replace language in section 857(d) with “The LEA CAASPP coordinator shall ascertain the LEA’s compliance with the minimum technology specifications as identified by the CAASPP’s contractor(s) or consortium on an annual basis, and if the LEA’s compliance does not meet those specifications, the LEA CAASPP coordinator shall recommend to the LEA Superintendent, the LEA School Board, and the CDE that the LEA utilize paper-and-pencil tests rather than computer-administered tests for the current school year.”

Comment 6: The commenter would like to add language to section 861 “regarding information that has to be entered into the test information engine regarding all Special Education students’ accommodations and designated supports allowed by Individual Education Plans (IEPs) as well as all English Learners’ designated supports allowed by LEA policy to this section.”

Response to Comments 1–6: No response required because these comments do not address amendments proposed during this 15-day comment period.

Comment 7 (Page 15): The commenter requests “that CDE staff review the regulatory process for CAASPP to date and examine to date and all cases where specific consortium language (mostly Smarter Balanced) was used to either justify inclusion of regulatory language or reject recommendations for amended regulatory language, and remove or amend all regulatory language based on specific consortium agreement or requirements language.” Specifically commenter refers to sections 850(a), (k) and (x), 853(d)(10), 853.5(d)(13), (e)(5), (g)(3) and (g)(4) as all being flawed due to their justification based on consortium requirements.

Reject: The Education Code, as amended by AB 484, clearly provides that the CDE should adopt and administer the summative assessments provided by a multi-state consortium of which California has chosen to be a member, which is the Smarter Balanced assessment consortium. The regulations are consistent with Smarter-Balanced consortium's recommendations and requirements, consistent with the Legislature's specific intent.

Comment 8 (Page 16): The commenter requests that regulatory language be inserted at new section 858(d) to set forth a complete listing of all the different designated supports and accommodations that the test site coordinator may have to enter into the test engine and a specific process to follow to enter the information.
Reject: The suggestion is rejected as unnecessary. Sections 853.5 and 853.7 identify all designated supports and/or accommodations that may be required to be entered into the system. Regulations are not necessary to mandate "how" an LEA shall enter the information into the system or to restate a listing of available designated supports and accommodations.

Comment 9 (Page 17): The commenter requests that the second sentence of section 859(d)(4) ("I understand that only pupils who are testing and LEA staff participating in the test administration who have signed a test security affidavit may be in the room when and where a test is being administered") be eliminated or replaced with "regulatory language that permits local districts to allow CAASPP testing sessions observations at local discretion." Commenter believes the regulatory language is too broad and would bar all CDE staff, SBE members, legislators and CDE contractor personnel from being in the testing environment despite such presence being necessary to perform their job duties.
Reject: The CDE believes that the second sentence of this regulation is necessary to ensure the integrity and security of the testing environment by expressly limiting the people that the LEA may allow into the testing room. The CDE does not agree with the commenter that the sentence is overbroad and would bar CDE staff and CDE contractor personnel from being able to observe the testing process. Education Code section 60641 requires that CDE staff "ensure that LEA's produce valid individual pupil results" and Education Code section 60643 requires that CDE contractor personnel "ensure compliance with the conditions and requirements of the testing contract," which includes monitoring the testing process. Therefore, when necessary to comply with these statutory responsibilities, the law would still permit CDE staff and/or CDE contractor personnel to be present when the test is being administered.

ERIC PREMACK, CHARTER SCHOOLS DEVELOPMENT CENTER
Comment 1: Commenter states that "Under the prior definition, a charter was allowed to choose whether to be a 'school district' for purposes of these regulations and, as such, could elect to implement the related assessments either independently or in conjunction with a local school district. Under the proposed rule, only direct-funded charter schools would fit the new definition of 'local education agency (section 850(p)) and charter schools that do not fit this definition 'shall test' with and dependent on, the LEA that granted the charter or was designated the oversight agency by the State Board of Education.' (section 851(b))" Furthermore, commenter states "While Education Code section 60603(o) does define 'local education agencies' as including 'direct-

funded charter schools' it is silent as to how locally-funded charter schools fit into the statutory scheme and does not mandate or require locally-funded charter schools to test with and be dependent upon the LEA that granted their charter." Commenter claims a less burdensome and more practical alternative would be for the regulations to allow locally-funded charter schools to choose whether to test with the LEA or independently of the LEA.
Reject: Prior to AB 484, the Education Code required that STAR tests be administered by "school districts." The Legislature did not define what entities constituted "school districts" for the purposes of administering STAR testing, so it was left to the discretion of the SBE, when drafting STAR regulations, to address what entities constituted a "school district" for purposes of administration of STAR testing. As set forth in former Section 850(o), a school district was defined at that time by the SBE to include, "any charter school that for assessment purposes does not elect to be part of the school district or county office of education that granted the charter." AB 484 removed the ability of the SBE to continue this flexibility for charter schools. AB 484 provides that CASSPP testing is to be administered by LEAs, not school districts; furthermore AB 484 expressly codified which entities constitute an "LEA" for purposes of administering the CAASPP testing. Education Code section 60603(o) states that an LEA in this context means "a county office of education, school district, state special school or direct-funded charter school as described in Section 47651." Since AB 484 specifically grants authority only to LEAs, not individual schools, to conduct and administer CAASPP testing, and since a locally-funded charter school is, by statute, not an LEA for purposes of conducting and administering CAASPP testing, the suggestion offered by the commenter, to continue in the regulations to allow locally-funded charter schools to choose whether to independently administer CAASPP testing, must be rejected, as accepting this suggestion would conflict with the express terms of the implementing legislation.

Comment 2: Commenter states that "If the requirement to be dependent upon the LEA that granted the charter is to remain, the proposed rule presumably would impose a new state mandate on both the granting LEA and the charter school, both of which are reimbursable."
Reject: A charter school as part of their charter application may choose to be either locally funded or direct funded and as such must accept the responsibilities of their decision. Locally funded charters have the option to become direct funded charter schools or make the necessary arrangements with the LEA granting their charter or designated oversight agency. In addition, the regulation is not an unfunded state mandate as Education Code section 60640(l) specifically requires that the Superintendent apportion funds to LEAs for purposes of administering the CAASPP assessments. Furthermore, CAASPP fulfills, in part, the state's obligation for testing all students in ELA, mathematics, and science under the mandates of the Elementary and Secondary Education Act (ESEA).

NON-SUBSTANTIVE EDITS MADE TO REGULATIONS AFTER 15-DAY COMMENT PERIOD

Education Code section 60640(b)(3) states that the CAPA will continue "until a successor assessment is implemented" and the CDE anticipates the adoption of a

successor alternate assessment in the near future. When addressing the assessment for pupils with significant cognitive disabilities in these regulations, the CDE intended to refer to “CAPA or its successor alternative assessment” as demonstrated by the references in sections 859(b)(6) and 859(d)(10). Sections 850(l)(2) and 855 (b)(3) were not similarly modified when addressing CAPA to include the reference to “or its successor alternate assessment” and, thus, conforming non-substantive changes have been made to sections 850(l)(2) and 855(b)(3).

ALTERNATIVES DETERMINATION

The SBE has determined that no alternative would be more effective in carrying out the purpose for which the regulation is proposed or would be as effective and less burdensome to affected private persons than the proposed regulation or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provisions of law.

No alternatives have been brought to the SBE or CDE’s attention and given the underlying statutory requirements; the SBE has been unable to come up with any reasonable alternatives.

LOCAL MANDATE DETERMINATION

The proposed regulations do not impose any mandate on local agencies or school districts.

State of California
Office of Administrative Law

In re:
Board of Education

Regulatory Action:

Title 5, California Code of Regulations

Adopt sections:
Amend sections: **850, 851, 852, 853, 853.5, 855, 857, 858, 859, 861, 862, 862.5, 863, 864**
Repeal sections: **854, 864.5, 865, 866, 867, 867.5, 868**

NOTICE OF APPROVAL OF EMERGENCY REGULATORY ACTION

Government Code Sections 11346.1 and 11349.6

OAL File No. 2014-0124-04 E

This emergency rulemaking by the State Board of Education amends and repeals sections of Title 5 of the California Code of Regulations commencing with section 850 and ending with section 868. Education Code section 60640, as established by AB 484, effective January 1, 2014, deletes provisions that established the Standardized Testing and Reporting Program and establishes California Assessment of Student Performance and Progress.

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code.

This emergency regulatory action is effective on 2/3/2014 and will expire on 8/5/2014. The Certificate of Compliance for this action is due no later than 8/4/2014.

Date: 2/3/2014

Beverly J. Johnson
Deputy Director

For: DEBRA M. CORNEZ
Director

Original: Susan Burr
Copy: Hillary Wirick

ATE OF CALIFORNIA--OFFICE OF ADMINISTRATIVE LAW

EMERGENCY

IOTICE PUBLICATION/REGULATIONS SUBMISSION

(See instructions on reverse)

For use by Secretary of State only

D. 400 (REV. 01-2013)

OAL FILE NUMBERS	NOTICE FILE NUMBER	REGULATORY ACTION NUMBER	EMERGENCY NUMBER
	Z-2014-0117-03		2014-0124-04E

For use by Office of Administrative Law (OAL) only

2014 JAN 24 PM 4:13

OFFICE OF ADMINISTRATIVE LAW

ENDORSED FILED IN THE OFFICE OF

2014 FEB -3 PM 3:47

Debra Bowen

DEBRA BOWEN SECRETARY OF STATE

NOTICE | REGULATIONS

ENCY WITH RULEMAKING AUTHORITY: :ate Board of Education

AGENCY FILE NUMBER (if any)

PUBLICATION OF NOTICE (Complete for publication in Notice Register)

UBJECT OF NOTICE	TITLE(S)	FIRST SECTION AFFECTED	2. REQUESTED PUBLICATION DATE

OTICE TYPE	4. AGENCY CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER (Optional)
Notice re Proposed Regulatory Action ☐ Other			

AL USE ONLY	ACTION ON PROPOSED NOTICE	NOTICE REGISTER NUMBER	PUBLICATION DATE
	☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/ Withdrawn		

SUBMISSION OF REGULATIONS (Complete when submitting regulations)

SUBJECT OF REGULATION(S): Assessment of Student Performance and Progress

1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)

ECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)

ECTION(S) AFFECTED .ist all section number(s) individually. Attach litional sheet if needed.)

ADOPT

AMENDMENT: 850, 851, 852, 853, 853.5, 855, 857, 858, 859, 861, 862, 862.5, 863, 864

:(S)

REPEAL: 854, 864.5, 865, 866, 867, 867.5, 868

E OF FILING

Regular Rulemaking (Gov. Code §11346)

Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)

Emergency (Gov. Code, §11346.1(b))

☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.

☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)

☐ Emergency Readopt (Gov. Code, §11346.1(h))

☐ File & Print

☐ Other (Specify) _____

☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)

☐ Print Only

BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

CTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)

ffective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a))

☒ Effective on filing with Secretary of State

☐ §100 Changes Without Regulatory Effect

☐ Effective other (Specify) _____

CK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

epartment of Finance (Form STD. 399) (SAM §6660)

☐ Fair Political Practices Commission

☐ State Fire Marshal

ther (Specify) _____

TACT PERSON	TELEPHONE NUMBER	FAX NUMBER (Optional)	E-MAIL ADDRESS (Optional)
y Wirick, Regulations Analyst	(916) 319-0644	(916) 319-0155	hwirick@cde.ca.gov

I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

URE OF AGENCY HEAD OR DESIGNEE: Bisson Holloway

DATE: 1/9/14

NAME AND TITLE OF SIGNATORY: Bisson Holloway, General Counsel

For use by Office of Administrative Law (OAL) only

ENDORSED APPROVED

FEB 03 2014

Office of Administrative Law

- The State Board of Education has illustrated changes to the original text in the following manner: text originally proposed to be added is underlined; text proposed to be deleted is displayed in ~~strikeout~~.

Title 5. EDUCATION

Division 1. California Department of Education

Chapter 2. Pupils

Subchapter 3.75. ~~Standardized Testing and Reporting Program~~ California Assessment of Student Performance and Progress (CAASPP)

Article 1. General

§ 850. Definitions.

~~For the purposes of the Standardized Testing and Reporting (STAR) Program, the following terms shall have the following meanings unless the context indicates otherwise:~~

~~(a) "Accommodations" means any variation in the assessment environment or process that does not fundamentally alter what the test measures or affect the comparability of scores.~~

~~(b) "Administration period" means one of multiple test administration periods used by school districts with schools or programs on non-traditional calendars that begin and complete the school year at various times and have staggered vacation periods to ensure that all pupils are tested at approximately the same point in the instructional year.~~

~~(c) "Alternate assessment" means an assessment as provided in Education Code section 60640(e) and its test materials developed to measure the degree to which pupils with exceptional needs who are unable to take the California Standards Tests (CSTs) even with accommodations or modifications are achieving the state content standards. The alternate assessments for the STAR Program are the California Alternate Performance Assessment and the California Modified Assessment (CMA). The student shall not be allowed to take both the California Alternate Performance Assessment (CAPA) and the California Modified Assessment (CMA). Students shall take CAPA in all subject areas, CSTs in all subject areas, CMA in all subject areas, or a combination of CSTs and CMA in the subject areas being assessed.~~

~~(d) "Alternate performance assessment" means an alternate assessment as~~

~~provided in Education Code section 60640(e) and its test materials for pupils with significant cognitive disabilities. The alternate performance assessment for the STAR Program is the California Alternate Performance Assessment.~~

~~(e) "California Alternate Performance Assessment (CAPA)" is the alternate assessment as provided in Education Code section 60640(e) and its test materials for pupils with significant cognitive disabilities.~~

~~(f) "California Modified Assessment (CMA)" is the alternate assessment based on modified achievement standards as provided in Education Code section 60640(e) and its test materials.~~

~~(g) "California Standards Tests (CSTs)" means an assessment as provided in Education Code section 60642.5 and its test materials that measures the degree to which pupils are achieving the state content standards.~~

~~(h) "CDE" means the California Department of Education.~~

~~(i) "Eligible pupil" is any pupil who is not otherwise exempted pursuant to Education Code section 60615.~~

~~(1) For the primary language test, an eligible pupil is an English learner in grades 2 to 11, inclusive, with a primary language for which a test is required or optional pursuant to Education Code section 60640.~~

~~(2) For the California Alternate Performance Assessment, an eligible pupil is any pupil in grades 2 to 11, inclusive, who has an individualized education program (IEP) that designates the use of the alternate performance assessment and is unable to take the CSTs even with accommodations or modifications.~~

~~(3) For the CMA, an eligible pupil is any pupil in grades 3 to 11, inclusive, who has an IEP, meets the State Board of Education (SBE) adopted eligibility criteria described in paragraphs (A) through (E) below, and whose IEP designates the use of the modified assessment in one or more content areas. The SBE-adopted eligibility criteria for guiding IEP teams in making decisions about which students with disabilities may participate in the CMA are based, in part, on Title 34 of the Code of Federal Regulations, Part 200, Title 1, Improving the Academic Achievement of the Disadvantaged. Those criteria are as follows:~~

~~(A) Previous Participation.~~

~~1. CSTs. The student shall have taken the CST in a previous year and scored~~

~~Below Basic or Far Below Basic in the subject area being assessed by the CMA and may have taken the CSTs with modifications; or~~

~~2. CAPA. The student shall have taken the CAPA Level II-V in two previous years and received a performance level of either Proficient or Advanced. The student shall not be allowed to take both the CAPA and CMA.~~

~~(B) Progress Based on Multiple Measures and Objective Evidence. The student's disability has precluded the student from achieving grade-level proficiency, as demonstrated by such objective evidence as the student's performance on the CSTs and other assessments that can validly document academic achievement within the year covered by the student's IEP plan. The determination of the student's progress must be based on multiple measurements, over a period of time, that are valid for the subjects being assessed. The student will not receive a proficient score on the CSTs (even with provision of accommodations) based on evidence from multiple, valid, and objective measures of student progress (or lack of progress).~~

~~(C) Response to Appropriate Instruction.~~

~~1. The student's progress to date in response to appropriate grade-level instruction, including special education and related services designed to address the student's individual needs, is such that, even if significant growth occurs, the IEP team is reasonably certain that the student will not achieve grade-level proficiency within the year covered by the student's IEP plan.~~

~~2. The student who is assessed with the CMA has access to the curriculum, including instruction and materials for the grade in which the student is enrolled.~~

~~3. The student's IEP includes grade-level California content standards-based goals and support in the classroom for a subject or subjects assessed by the CMA.~~

~~4. The student has received special education and related services to support access to and progress in the general curriculum in which the student is enrolled.~~

~~5. The IEP team has determined that the student will not achieve grade-level proficiency even with instructional intervention.~~

~~(D) High School Diploma. The student who takes alternate assessments based on modified academic achievement standards is not precluded from attempting to complete requirements as defined by the State for a regular high school diploma.~~

~~(E) Parents Are Informed. Parents of the students selected to be assessed with the~~

~~CMA are informed that their child's achievement will be measured based on modified achievement standards.~~

~~(j) "Grade" means the grade assigned to the pupil by the school district at the time of testing.~~

~~(k) "Modification" means any variation in the assessment environment or process that fundamentally alters what the test measures or affects the comparability of scores.~~

~~(l) "Modified assessment" means an alternate assessment based on modified achievement standards as provided in Education Code section 60640(e) and its test materials. The modified assessment for the STAR Program is the CMA.~~

~~(m) "Nonpublic schools (NPS)" are nonpublic, nonsectarian schools as set forth in California Education Code section 56034.~~

~~(n) "Primary language test" means an assessment as provided in Education Code sections 60640(f)(1) and (2) and 60640(g) and its test materials in each primary language for which a test is available for English learners. The primary language test for the STAR Program is the Standards-based Tests in Spanish.~~

~~(o) "School districts" includes elementary, high school, and unified school districts; county offices of education; any charter school that for assessment purposes does not elect to be part of the school district or county office of education that granted the charter; any statewide benefit charter; and any other charter school chartered by the SBE.~~

~~(p) "Scribe" is an employee of the school district, or a person assigned by a nonpublic school to implement a pupil's IEP who has signed a STAR Test Security Affidavit and is required to transcribe a pupil's responses to the format required by the test. A pupil's parent or guardian is not eligible to be the pupil's scribe.~~

~~(q) A "significant medical emergency" is a significant accident, trauma, or illness (mental or physical) that precludes a pupil in grades 2 to 11, inclusive, from taking the standards-based achievement tests. An accident, trauma, or illness is significant if the pupil has been determined by a licensed physician to be unable to participate in the tests.~~

~~(r) "Standards-based achievement tests" means an assessment that measures the degree to which pupils are achieving the state content standards as provided in Education Code sections 60640(e) alternate assessment(s), Education Code section~~

~~60642.5 CSTs and its test materials, and Education Code section 60640(f)(3) Standards-based Tests in Spanish, and its test materials. The STAR Program alternate assessments, the California Alternate Performance Assessment and the CMA, are standards-based achievement tests.~~

~~(s) "Standards-based Tests in Spanish" is the standards-based achievement test as provided in Education Code section 60640(f)(3), and its test materials, that is administered as the primary language test as provided in Education Code sections 60640(f) and (g) for pupils whose primary language is Spanish.~~

~~(t) "Test examiner" is an employee or contractor of a school district or a non-public school who has been trained to administer the tests and has signed a STAR Test Security Affidavit. For the alternate performance assessment, the test examiner must be a certificated or licensed school, district, or county staff member.~~

~~(u) "Test materials" include administration manuals, administrative materials, test booklets, practice tests, and test answer documents provided as part of the administration of the STAR Program assessments.~~

~~(v) "Test proctor" is an employee of a school district, or a person assigned by a nonpublic school to implement a pupil's IEP, who has signed a STAR Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests within the STAR Program.~~

~~(w) "Translator" is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to section 853.5(f), who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the STAR Program assessments. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:~~

~~(1) an employee of the school district;~~

~~(2) an employee of the nonpublic school; or~~

~~(3) supervised by an employee of the school district or an employee of the nonpublic school.~~

~~(x) "Variation" means a change in the manner in which a test is presented or administered, or in how a test taker is allowed to respond, and includes, but is not limited to, accommodations and modifications.~~

~~(y) "Writing portion of the English-language arts tests" is the performance component of the standards-based achievement tests.~~

For the purposes of these regulations, the Measurement of Academic Performance and Progress assessment system (as established in Education Code section 60640 and known as "MAPP") shall be designated the California Assessment of Student Performance and Progress (CAASPP), and the following terms shall have the following meanings:

(a) "Accommodations" means supports documented in a pupil's individualized education program (IEP) or Section 504 Plan that are utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment and that do not fundamentally alter the comparability of scores.

(b) "Accessibility supports" means supports that may or may not (because they have not been previously identified) invalidate the measurement of the test; these supports are not universal tools, designated supports, or accommodations (e.g., read-a-loud of passages in grades 3 through 5). An LEA shall notify the CDE in writing prior to the use of the accessibility support(s).

(c) "Achievement tests" means any summative standardized test that measures the level of performance that a pupil has achieved on state-adopted content standards.

(d) "Alternate assessment" means an assessment as provided in Education Code section 60640(k) and its test materials developed to measure the level of performance for a pupil with disabilities who is unable to take the consortium summative assessment in English language arts and mathematics pursuant to Education Code section 60640(b)(1) or are unable to take an assessment of science pursuant to Education Code section 60640(b)(2), even with accommodations.

(e) "Assessment technology platform" means the electronic systems used to display items, accept item responses, store, deliver, score the tests and restrict access to outside sources, as well as report and manage assessment results. Testing technology includes, but is not limited to, computing devices, testing software applications, network hardware, and other technology required to administer the tests.

(f) "California Alternate Performance Assessment (CAPA)" is the alternate assessment and its test materials as provided in Education Code section 60640(k) for

pupils with significant cognitive disabilities.

(g) "California Modified Assessment (CMA)" is the alternate assessment and its test materials for science based on modified achievement standards.

(h) "California Standards Tests (CSTs)" is the assessment and test materials that measure the degree to which pupils are achieving the state content standards pursuant to Education Code section 60605.

(i) "Computer-based tests (CBTs)" means tests administered using an electronic computing device.

(j) "Designated supports" are features that are available for use by any pupil for whom the need has been indicated, prior to the assessment administration, by an educator or group of educators.

(k) "Eligible pupil," with the exception of subdivisions (1) through (3) below, is any pupil who is not exempt from participation in assessments pursuant to Education Code section 60615 or who is not a recently arrived English learner pupil exempt from participating in the English Language Arts assessment pursuant to Education Code section 60640(f)(1).

(1) For the primary language test, an eligible pupil is an English learner with a primary language for which a test is optional pursuant to Education Code section 60640.

(2) For CAPA, an eligible pupil is any pupil in grades 2 through 11, inclusive, who has an IEP that designates the use of the alternate assessment.

(3) For the CMA, an eligible pupil is any pupil in grades 5, 8, or 10, who has an IEP that designates the use of the modified assessment in science.

(l) "Embedded" means a support, whether a universal tool, designated support, or accommodation, that is part of the assessment technology platform for the computer-administered CAASPP tests.

(m) "Grade" means the grade in which the pupil is enrolled at the time of testing, as determined by the local educational agency.

(n) "Local educational agency (LEA)" means a county office of education, school district, state special school, or direct-funded charter school as described in Education Code section 47651.

(o) "Non-embedded" means a support, whether a universal tool, designated

1 support, or accommodation, that may be provided by the LEA and is not part of the
2 assessment technology platform for the computer-administered CAASPP tests.
3 (p) "Nonpublic schools (NPS)" are nonpublic, nonsectarian schools as set forth in
4 Education Code section 56034.
5 (q) "Primary language test" means a test as provided in Education Code sections
6 60640(b) and (c) and its test materials in each primary language for which a test is
7 available for English learners. The primary language test is the Standards-based Tests
8 in Spanish (STS).
9 (r) "Recently arrived English learner" means a pupil designated as an English
10 learner who is in his or her first 12 months of attending a school in the United States.
11 (s) "Scribe" is an employee of the LEA or a person assigned by an NPS to
12 implement a pupil's IEP who has signed a CAASPP Test Security Affidavit and is
13 required to transcribe a pupil's responses to the format required by the test. A pupil's
14 parent or guardian is not eligible to be the pupil's scribe.
15 (t) A "significant medical emergency" is a significant accident, trauma, or illness
16 (mental or physical) that precludes a pupil from taking the achievement tests. An
17 accident, trauma, or illness is significant if the pupil has been determined by a licensed
18 physician to be unable to participate in the tests.
19 (u) "Smarter-Balanced Assessment Consortium (Smarter Balanced)" is the multi-
20 state consortium responsible for the development of the English language arts and
21 mathematics summative assessments administered pursuant to Education Code
22 section 60640(b)(1) and the interim assessments and formative assessment tools
23 administered pursuant to Education Code section 60642.6.
24 (v) "Standards-based Tests in Spanish (STS)" are the achievement tests and test
25 materials that are administered as the primary language test as provided in Education
26 Code sections 60640(b) and (c) for pupils whose primary language is Spanish.
27 (w) "Test examiner" is an employee or contractor of an LEA or an NPS who has
28 been trained to administer the tests and has signed a CAASPP Test Security Affidavit.
29 For the alternate assessment, the test examiner must be a certificated or licensed
30 school, district, or county staff member.
31 (x) "Test materials" include, but are not limited to, administration manuals,
32 administrative materials, test booklets, assessment technology platform, practice tests,

scratch paper, and test answer documents, as part of the administration of the CAASPP tests.

(y) "Test proctor" is an employee of an LEA, or a person assigned by an NPS to implement a pupil's IEP or Section 504 Plan, who has signed a CAASPP Test Security Affidavit and has received training designed to prepare him or her to assist the test examiner in the administration of tests within the CAASPP assessment system.

(z) "Translator" is a person who has been assigned to translate the test directions into the pupil's primary language pursuant to section 853.5, who has signed a Test Security Affidavit as identified in section 859(d), and who has received training specifically designed to prepare him or her to assist the test examiner in the administration of the assessments pursuant to Education Code section 60640. A pupil's parent or guardian is not eligible to be the pupil's translator. A translator must be:

(1) an employee of an LEA;

(2) an employee of the NPS; or

(3) a person supervised by an employee of an LEA or an employee of the NPS.

(aa) "Universal tools" are accessibility features of the CAASPP tests that are available to all pupils.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 47605, 47605.8, 47651, 56034, 60603, 60604, 60605, 60615, 60640, ~~and~~ 60642.5 and 60642.6, Education Code; 34 C.F.R. Sections 200.1(d), (e) and (f), 300.160; 5 CCR 11967.6.

Article 2. ~~Standards-Based~~ Achievement Tests~~, Alternate Assessments,~~ and Any Primary Language Test

§ 851. Pupil Testing.

(a) ~~School districts~~ LEAs shall administer the ~~standards-based~~ achievement tests and may administer the primary language test~~, if any,~~ pursuant to Education Code section 60640 to each eligible pupil enrolled in ~~a school district~~ an LEA on the date testing begins in the pupil's school or ~~school district~~ LEA.

(b) No later than start of the 2014-2015 school year, for the purposes of the CAASPP assessment system, a charter school which is not direct-funded pursuant to Education Code section 47651 shall test with, dependent on, the LEA that granted

the charter or was designated the oversight agency by the local governing board.

(c)~~(b) School districts~~ LEAs shall make ~~whatever~~ arrangements ~~are necessary to~~ for the testing of all eligible pupils in alternative education programs or programs conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or ~~nonpublic schools~~ NPSs.

(d)~~(c)~~ No test may be administered in a home or hospital except by a test examiner. No test shall be administered to a pupil by the parent or guardian of that pupil. This subdivision does not prevent classroom aides from assisting in the administration of the test under the supervision of a test examiner, provided that the classroom aide does not assist his or her own child, and that the classroom aide signs a security affidavit.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 47651, 48645.1, 60603, 60605 and 60640, Education Code.

§ 852. Pupil Exemptions.

(a) Each year the LEA shall notify parents or guardians of their pupil's participation in the CAASPP assessment system in accordance with Education Code section 60604.

(b) The notification to parents or guardians, as defined in subdivision (a), shall include a notice of the provisions outlined in Education Code section 60615.

(c) A parent or guardian may annually submit to the school a written request to excuse his or her child from any or all parts of any test provided pursuant to Education Code section 60640 for the school year. If a parent or guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent or guardian and included in the pupil's records. ~~A school district~~ An LEA and its employees may discuss the ~~STAR Program~~ CAASPP assessment system with parents and may inform parents of the availability of exemptions under Education Code section 60615. The ~~school district~~ LEA and its employees shall not solicit or encourage any written exemption request on behalf of any child or group of children.

NOTE: Authority cited: Sections 33031 and 60640 ~~60605~~, Education Code. Reference: Sections 60604, 60605, 60607, 60612, 60615, 60640 and 60641, Education Code.

§ 853. Administration.

(a) The ~~standards-based achievement tests and the primary language test, if any,~~ CAASPP tests pursuant to Education Code section 60640 shall be administered, scored, transmitted, and/or returned by ~~school districts~~ LEAs in accordance with the manuals or other instructions provided by the contractor or CDE for administering, scoring, transmitting, and/or returning the tests, unless specifically provided otherwise in this subchapter, including instructions for administering the test with ~~variations, accommodations, and modifications~~ universal tools, designated supports, and accommodations specified in section 853.5. The procedures shall include, but are not limited to, those designed to ensure the uniform and standardized administration, and scoring of the tests to pupils, the security and integrity of the test content and test items, and the timely provision of all required pupil and school level information.

(b) If available, an LEA may utilize a paper-pencil version of any CBT of the CAASPP assessment system, in accordance with Education Code section 60640(e), if the LEA identifies the pupils that are unable to access the CBT version of the test.

(c) Interim assessments and formative assessment tools shall be made available to LEA(s) for use during the school year. Use of interim assessments and formative assessment tools shall not be considered advance preparation for a CAASPP test as defined in Education Code section 60611. LEAs that use interim assessments and/or formative assessment tools shall abide by the consortium/contractor(s) administration and use requirements. Any scoring of any performance tasks for the interim assessment and formative assessment tools is the responsibility of the LEA.

NOTE: Authority cited: Sections ~~12001,~~ 33031 and 60640 ~~60605~~, Education Code. Reference: Sections 60603, 60605, 60611, ~~and~~ 60640 and 60642.6, Education Code.

§ 853.5. Use of Universal Tools, Designated Supports, and ~~Variations, Accommodations, and Modifications~~.

~~(a) School districts may provide all pupils the following variations on the CSTs, the CMA, and the Standards-based Tests in Spanish:~~

~~(1) have test directions simplified or clarified.~~

~~(2) write in test booklets; for example, underlining, highlighting, or working math problems. Tests booklets for grades 2 and 3 must have any marks other than those in~~

~~response circles erased or pupil responses must be transcribed into new test booklet(s) by a school, school district, or nonpublic school employee who has signed the STAR Test Security Affidavit to ensure that the tests can be scored.~~

~~(3) test in a small group setting.~~

~~(4) have as much time as needed within a single sitting to complete a test or test part on the standards-based achievement tests.~~

~~(b) School districts may provide all pupils the following testing variations on the CSTs, the CMA, and the Standards-based Tests in Spanish if regularly used in the classroom:~~

~~(1) special or adaptive furniture.~~

~~(2) special lighting, special acoustics, noise-canceling devices, visual magnifying equipment or audio amplification equipment.~~

~~(3) an individual carrel or study enclosure.~~

~~(4) test individually in a separate room provided that an employee of the school, school district, or nonpublic school, who has signed the STAR Test Security Affidavit, directly supervises the pupil.~~

~~(5) colored overlay, mask, or other means to maintain visual attention to the test or test questions.~~

~~(6) Manually Coded English or American Sign Language to present directions for administration.~~

~~(c) Eligible pupils with disabilities who have an IEP and pupils with a Section 504 Plan shall be permitted the following presentation, response, or setting accommodations on the CSTs, the CMA, and the Standards-based Tests in Spanish, if specified in the eligible pupil's IEP or Section 504 Plan:~~

~~(1) large print versions.~~

~~(2) test items enlarged if the font size is larger than that used on large print versions is required.~~

~~(3) Braille transcriptions provided by the test contractor.~~

~~(4) audio or oral presentation of the mathematics, science, or history-social science tests.~~

~~(5) Manually Coded English or American Sign Language to present test questions on the mathematics, science, or history-social science tests.~~

~~(6) for grades 4 to 11 responses marked in test booklet and transferred to the answer document by a school, school district, or nonpublic school employee who has signed the STAR Test Security Affidavit.~~

~~(7) responses dictated orally, in Manually Coded English or American Sign Language to a scribe for selected-response items (e.g., multiple-choice test questions).~~

~~(8) responses dictated to a scribe, audio recorder, or speech to text converter on the writing portion of the English-language arts tests, and the pupil indicates all spelling and language conventions.~~

~~(9) use of word processing software with spell and grammar check tools turned off on the writing portion of the English-language arts tests.~~

~~(10) use of an assistive device that does not interfere with the independent work of the student on the multiple-choice or writing portion of the test.~~

~~(11) supervised breaks within a section of the test.~~

~~(12) administration of the test at the most beneficial time of day to the pupil.~~

~~(13) administration of any test or test part to be given in a single sitting over more than one day except for the writing portion of the English-language arts tests.~~

~~(14) test administered by a test examiner to a pupil at home or in the hospital.~~

~~(15) audio or oral presentation of any prompts or passages present in the STAR writing portion of the English-language arts tests.~~

~~(16) Manually Coded English or American Sign Language to present any prompts or passages present in the STAR writing portion of the English-language arts tests.~~

~~(d) In addition to the accommodations set forth in section 853.5(c), a pupil who is eligible to take the CMA as defined in section 850(f), shall be permitted the following presentation, response, or setting accommodations on the CMA if specified in the eligible pupil's IEP:~~

~~(1) audio or oral presentation of test questions and answer options on the multiple-choice portion of the English-language arts tests.~~

~~(2) Manually Coded English or American Sign Language to present test questions on the multiple-choice portion of the English-language arts tests.~~

~~(3) use of a calculator on the mathematics test in grade 5.~~

~~(4) use of manipulatives on the mathematics and science tests.~~

~~(e) Eligible pupils with disabilities shall be permitted the following modifications on~~

~~the CSTs and the Standards-based Tests in Spanish if specified in the eligible pupil's IEP or Section 504 Plan:~~

~~(1) calculators, arithmetic tables, and formulas or mathematics manipulatives not provided in the test materials on the mathematics or science tests.~~

~~(2) audio or oral presentation of the multiple-choice portion of the English-language arts tests.~~

~~(3) Manually Coded English or American Sign Language to present test questions on the multiple-choice portion of the English-language arts tests.~~

~~(4) spellcheckers, grammar checkers, or word-processing software programs that check or correct spelling and/or grammar on the writing portion of the English-language arts tests.~~

~~(5) mechanical or electronic devices or other assistive devices that are not used solely to record the pupil's responses, including, but not limited to, transcribers, scribes, voice recognition or voice to text software, and that identify a potential error in the pupil's response or that correct spelling, grammar or conventions on the writing portion of the English-language arts tests.~~

~~(6) responses dictated orally, in Manually Coded English or American Sign Language to provide an essay response to a scribe and the scribe provides spelling, grammar, and language conventions.~~

~~(7) dictionary.~~

~~(f) If the school district, pupil's IEP team or Section 504 Plan proposes a variation for use on the standards-based achievement tests or the primary language test, if any, that has not been listed in this section, the school district may submit to the CDE for review of the proposed variation.~~

~~(g) Identified English learner pupils shall be permitted the following testing variations if regularly used in the classroom or for assessment:~~

~~(1) Tested in a separate room with other English learners provided that an employee of the school, school district, or nonpublic school, who has signed the Test Security Affidavit, directly supervises the pupil.~~

~~(2) Additional supervised breaks following each section within a test part provided that the test section is completed within a testing day. A test section is identified by a "STOP" at the end of it.~~

~~(3) The test directions printed in the test administration manual may be translated into an English learner's primary language. English learners shall have the opportunity to ask clarifying questions about any test directions presented orally in their primary language.~~

~~(4) Access to translation glossaries/word lists for the standards-based achievement tests in mathematics, science, and history-social science (English to primary language). The translation glossaries/word lists are to include only the English word or phrase with the corresponding primary language word or phrase. The glossaries or word lists shall include no definitions, parts of speech, or formulas.~~

(a) All pupils (including English learners and students with disabilities) shall be permitted the following embedded universal tools on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics as specified below:

(1) breaks for reading, writing, listening, and mathematics;

(2) calculator for specific mathematic items;

(3) digital notepad for reading, writing, listening, and mathematics;

(4) English dictionary for writing (ELA-performance task – pupil long essay(s) not short paragraph responses);

(5) English glossary for reading, writing, listening, and mathematics;

(6) expandable passages for reading, writing, listening, and mathematics;

(7) global notes for writing (ELA-performance task – pupils long essay(s) not short paragraph responses);

(8) highlighter for reading, writing, listening, and mathematics;

(9) keyboard navigation for reading, writing, listening, and mathematics;

(10) mark for review for reading, writing, listening, and mathematics;

(11) math tools for specific mathematics items;

(12) spell check for specific writing items;

(13) strikethrough for reading, writing, listening, and mathematics;

(14) writing tools for specific pupil generated responses; or

(15) zoom for reading, writing, listening, and mathematics.

(b) All pupils (including English learners and students with disabilities) shall be permitted the following non-embedded universal tools on the CAASPP tests for English

1 language arts (including the components of reading, writing, and listening),
2 mathematics, science, and primary language as specified below:
3 (1) breaks;
4 (2) English dictionary for ELA performance task – pupil long essay(s) not short
5 paragraph responses;
6 (3) scratch paper;
7 (4) thesaurus for ELA performance task – pupil long essay(s) not short paragraph
8 responses;
9 (5) color overlay for science and primary language test;
10 (6) math tools (i.e., ruler, protractor) for specific mathematics items;
11 (7) simplify or clarify test administration directions (does not apply to test questions);
12 or
13 (8) pupil marks in paper-pencil test booklet (other than responses including
14 highlighting).
15 (c) All pupils (including English learners and students with disabilities) shall be
16 permitted the following embedded designated supports, unless otherwise designated,
17 when determined for use by an educator or group of educators, on the CAASPP tests
18 for English language arts (including the components of reading, writing, and listening)
19 and mathematics as specified below:
20 (1) color contrast for reading, writing, listening, and mathematics;
21 (2) masking for reading, writing, listening, and mathematics;
22 (3) text-to-speech for writing, listening, mathematics and reading items not
23 passages;
24 (4) translated test directions for mathematics;
25 (5) translations (glossary) for mathematics;
26 (6) translations (stacked) for mathematics; or
27 (7) turn off any universal tool for reading, writing, listening, and mathematics.
28 (d) All pupils (including English learners and students with disabilities) shall be
29 permitted the following non-embedded designated supports when determined for use
30 by an educator or a group of educators, on the CAASPP tests for English language arts
31 (including the components of reading, writing, and listening), mathematics, science,
32 and primary language as specified below:

(1) translated directions for mathematics, science and primary language test;

(2) bilingual dictionary for writing;

(3) access to translation glossaries/word lists for science and primary language test;

(4) color contrast for reading, writing, listening, and mathematics;

(5) color overlay for reading, writing, listening, and mathematics;

(6) magnification;

(7) read aloud for writing, listening, mathematics and reading items not reading passages;

(8) scribe for reading, listening, and mathematics;

(9) separate setting for reading, writing, listening, and mathematics;

(10) translations (glossary) for mathematics, science and primary language test;

(11) noise buffers (e.g., individual carrel or study enclosure, or noise-cancelling headphones); or

(12) special lighting or acoustics, assistive devices (specific devices may require CAASPP contractor certification), and/or special or adaptive furniture.

(e) The following embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening) and mathematics when specified in a pupil's IEP or Section 504 Plan:

(1) American Sign Language for listening and mathematics;

(2) braille for reading, writing, listening, and mathematics;

(3) closed captioning for listening; or

(4) text-to-speech for reading passages for grades 6 through 8, inclusive, and 11.

(f) The following non-embedded accommodations shall be provided on the CAASPP tests for English language arts (including the components of reading, writing, and listening), mathematics, science, and primary language when specified in a pupil's IEP or Section 504 Plan:

(1) read aloud for primary language test;

(2) American Sign Language for listening, mathematics, and science;

(3) braille for paper-pencil tests;

(4) abacus for mathematics and science;

(5) alternate response options for reading, writing, listening, and mathematics;

(6) calculator for specific mathematics items;

(7) multiplication table for mathematics beginning in grade 4;

(8) print on demand for reading, writing, listening, and mathematics;.

(9) read aloud for reading passages in grades 6 through 8, inclusive, and grade 11; blind pupils in grades 3 through 8, inclusive, and grade 11 who do not yet have adequate braille skills;

(10) scribe for writing, science, and primary language test;

(11) speech-to-text;

(12) large-print version of a paper-pencil test;

(13) separate setting for science and primary language test; or

(14) administration of the test at the most beneficial time of day to the pupil.

(g) An LEA may submit a request in writing to the CDE, prior to the administration of a CAASPP test for approval for the use of an accessibility support. The LEA CAASPP coordinator or the CAASPP test site coordinator shall make the request on behalf of the LEA ten business days prior to the pupil's first day of CAASPP testing. The CDE shall respond to the request within four business days from the date of receipt of the written request. Written requests must include:

(1) LEA name and CDS code;

(2) school/test site and school code;

(3) school/test site address, city, and zip code;

(4) LEA CAASPP coordinator name, phone number, and email address;

(5) CAASPP test site coordinator name, phone number, and email address;

(6) school/test site testing window dates;

(7) SSID(s) for the pupil(s) for which the accessibility support is being requested;

(8) CAASPP test and grade; and

(9) the accessibility support being requested.

(h) Accessibility supports that change the construct being measured by a CAASPP test invalidate the test score and results in a score that cannot be compared with other CAASPP results. Scores for pupils' tests with accessibility supports that change the construct being measured by a CAASPP test will not be counted as participating in statewide testing (and impacts the accountability participation rate indicator) but pupils will still receive individual score reports with their actual score. The following non-embedded accessibility supports have been determined to change the construct being

measured on the CAASPP tests for English language arts (including the components for reading, writing, and listening), mathematics, science, and primary language and are specified below, but not limited to:

(1) English dictionary for reading, listening, mathematics, science, and primary language;

(2) thesaurus for reading, listening, mathematics, science and primary language;

(3) translated test directions for reading, writing, or listening;

(4) bilingual dictionary for reading, listening, mathematics, science and primary language;

(5) translations (glossary) for reading, writing, and listening;

(6) read aloud for reading passages in grades 3, 4, and 5;

(7) American Sign Language for reading passages in grades 3, 4, and 5 and reading passages for primary language;

(8) calculator for non-specified mathematics items or science;

(9) math tools (i.e., ruler, protractor) for non-specified mathematics items; and

(10) multiplication table for mathematics in grade 3.

NOTE: Authority cited: Sections ~~12001~~, 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 60605 and 60640, Education Code; 34 C.F.R. Sections 200.1 and 300.160(b).

§ 854. Advance Preparation for the Tests. [REPEALED]

~~(a) Except for materials specifically provided by the CDE or its agents, no program or materials shall be used by any school district or employee of a school district that are specifically formulated or intended to prepare pupils for the standards-based achievement tests, or the primary language test, if any. No administration or use of an alternate or parallel form shall be used as practice for any pupils.~~

~~(b) Practice tests provided by the contractor as part of the standards-based achievement tests and the primary language test, if any, for the limited purpose of familiarizing pupils with the use of scannable test booklets or answer sheets and the format of test items are not subject to the prohibition of subdivision (a).~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60611 and 60640, Education Code.

§ 855. Testing Period.

~~(a)(1) The standards-based achievement tests and the primary language test, if any, except as specified below shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85% of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window.~~

~~(2) Each school district shall provide for at least two makeup days of testing for pupils who were absent during the period in which any school administered the standards-based achievement tests and the primary language test, if any. All makeup testing shall occur within five instructional days of the last date that the school district administered the tests but not later than the end of the 25 instructional day period established in subdivision (a)(1).~~

~~(3) A school district with schools operating on a multitrack year round schedule may submit a request to the contractor to begin testing no earlier than the fourth Monday in February.~~

~~(b) The writing portion of the English-language arts tests shall be administered to each eligible pupil only on the day(s) specified annually by the State Superintendent of Public Instruction. An eligible pupil for purposes of the writing portion is a pupil taking the standards-based achievement tests for a grade at which the writing portion will be administered.~~

(a)(1) For the 2013-14 school year, each LEA shall administer the Smarter Balanced field tests for ELA and mathematics in the manner prescribed by the CDE pursuant to the authority granted by Education Code section 60640(f)(2).

(2) For the 2013-14 school year, the CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10, shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days. Testing for all pupils, including makeup testing, is to be completed within this 25 instructional day window. If an LEA elects to administer the primary language test, it shall do so during this same testing window.

(b) Beginning in the 2014-15 school year, the CAASPP tests pursuant to Education Code sections 60640(b) shall be administered to each pupil during the following testing windows:

(1) Unless otherwise stated in these regulations, the testing window shall not begin until at least 66 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 66 percent of a school year occurs after the 120th instructional day. This allows for a 12-week window for testing.

(2) For the grade 11 Smarter Balanced assessments and CAASPP tests administered after January 2015, the testing window shall not begin until at least 80 percent of a school's annual instructional days have been completed, and testing may continue up to and including the last day of instruction for the regular school calendar. For a 180-day school year, 80 percent of a school year occurs after the 144th instructional day. This allows for a 7-week window for testing.

(3) The CST and CMA for science in grades 5, 8, and 10, and CAPA for ELA and mathematics in grades 2 through 11 and science in grades 5, 8, and 10 shall be administered to each pupil during a testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, track's, or program's instructional days unless the SBE makes a determination by the close of its September 2014 regular meeting that these tests shall be administered during the window defined in subdivision (b)(1) above. If an LEA elects to administer the primary language test, it shall do so during this same window as these tests.

(c) The CDE, with the approval of the SBE President or designee, may require LEAs to more fully utilize the testing window and may also limit the usage of the interim assessments in instances where the CDE determines that it is necessary to do so to ensure that the capacity of the California K-12 High Speed Network (K12HSN) is not exceeded.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 60605, 60640, 60641 and 60642.5, Education Code.

§ 857. LEA CAASPP ~~District STAR~~ Coordinator.

~~(a) On or before September 30 of each school year, the superintendent of each~~

~~school district shall designate from among the employees of the school district a district STAR coordinator. The district STAR coordinator, or the school district superintendent or his or her designee, shall be available through August 15 of the following school year to complete school district testing. The school district shall notify the contractor(s) of the identity and contact information, including electronic mail address, if available in the school district, for the district STAR coordinator and for the superintendent and his or her designee, if any. The district STAR coordinator shall serve as the school district representative and the liaison between the school district and the contractor(s) and the school district and the CDE for all matters related to the STAR Program. A school district superintendent may designate a separate STAR program district coordinator for any primary language test.~~

~~(b) The district STAR coordinator's responsibilities shall include, but not be limited to, all of the following duties:~~

~~(1) Responding to correspondence and inquiries from the contractor and from the CDE in a timely manner and as provided in the contractor's instructions and these regulations.~~

~~(2) Determining school district and individual school test and test material needs in conjunction with schools within the district and the contractor, using current enrollment data and communicating school district test material needs to the contractor on or before December 1.~~

~~(3) Ensuring delivery of tests and test materials to the test sites no more than ten or fewer than five working days before the first day of testing designated by the district.~~

~~(4) Coordinating the testing and makeup testing days for the school district and for those pupils of the district who are enrolled in nonpublic schools within any required time periods with the school test site coordinators. Overseeing the collection of all pupil data as required to comply with section 861.~~

~~(5) Maintaining security over the standards-based achievement tests, and the primary language test, if any, and test data using the procedure set forth in section 859. The district STAR coordinator shall sign the security agreement set forth in section 859 and submit it to the contractor prior to receipt of the test materials from the contractor.~~

~~(6) Overseeing the administration of the standards-based achievement tests, and the primary language test, if any, to eligible pupils.~~

~~(7) Overseeing the collection and return of all test materials and test data to the contractor within any required time periods.~~

~~(8) Assisting the contractor and the CDE in the resolution of any discrepancies in the test information and materials, including but not limited to, pre-identification files and all pupil level data required to comply with sections 861 and 862.~~

~~(9) Immediately notifying the CDE of any security breaches or testing irregularities in the district before, during, or after the test administration.~~

~~(10) Ensuring that an answer document is submitted for scoring for each eligible pupil enrolled in the district on the first day of testing.~~

~~(11) After receiving summary reports and files from the contractor, the district STAR coordinator shall review the files and reports for completeness and accuracy, and shall notify the contractor and the CDE of any errors, discrepancies, or incomplete information.~~

~~(12) Training test site coordinators to oversee the test administration at each school.~~

(a) On or before September 30 of each school year, the superintendent of each LEA shall:

(1) designate from among the employees of the LEA an LEA CAASPP coordinator;

(2) identify school with pupils unable to access the CBT version of a CAASPP test(s) in accordance with Education Code section 60640(e); and

(3) report to the CAASPP contractor(s) the number of pupils enrolled in the school identified in subdivision (2) that are unable to access the CBT version of a CAASPP test.

(b) The LEA CAASPP coordinator, or the LEA superintendent, shall be available through September 29 of the following school year to complete the LEA testing activities. The LEA shall notify the contractor(s) of the identity and contact information for the LEA CAASPP coordinator and the superintendent. The LEA CAASPP coordinator shall serve as the LEA representative and the liaison between the LEA and the contractor(s) and the LEA and the CDE for all matters related to the CAASPP assessment system.

(c) The LEA CAASPP coordinator's responsibilities shall be those defined in the contractor's(s') or consortium's administrative manuals and documentation, and shall include, but are not limited to, overseeing the LEA's preparation, registration,

coordination, training, assessment technology, administration, security, and reporting of the CAASPP tests.

(d) The LEA CAASPP coordinator shall ensure current and ongoing compliance with the minimum technology specifications as identified by the CAASPP contractor(s) or consortium.

(e) The LEA CAASPP coordinator shall ensure the training of all CAASPP test site coordinators who will oversee the test administration at each school or test site.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 47079.5, 52052, 60604, 60605, 60610, 60630, ~~and~~ 60640 and 60643, Education Code.

§ 858. CAASPP ~~STAR~~ Test Site Coordinator.

~~(a) At each test site, including but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court school, each school or program operated by a school district, and all other public programs serving pupils in any of the grades 2 to 11, inclusive, the superintendent of the school district or the district STAR coordinator shall designate a STAR test site coordinator from among the employees of the school district. The STAR test site coordinator, or the site principal or his or her designee, shall be available to the district STAR coordinator by telephone through August 15 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.~~

~~(b) The STAR test site coordinator's responsibilities shall include, but are not limited to, all of the following duties:~~

~~(1) Determining site test and test material needs and communicating the site needs to the district STAR coordinator.~~

~~(2) Overseeing the acquisition and distribution of tests and test materials at the test site, including but not limited to, distributing test materials to test examiners on each day of testing in accordance with the contractor's directions.~~

~~(3) Cooperating with the district STAR coordinator to provide the testing and makeup testing days for the site within any required time periods.~~

~~(4) Maintaining security over the standards-based achievement tests, the primary language test, if any, and test data. The STAR test site coordinator shall sign the~~

~~security agreement set forth in section 859 and submit it to the district STAR coordinator prior to the receipt of the test materials.~~

~~(5) Arranging for and overseeing the administration of the standards-based achievement tests and the primary language test, if any, to eligible pupils at the test site.~~

~~(6) Overseeing the collection and return of all testing materials to the district STAR coordinator.~~

~~(7) Assisting the district STAR coordinator, the contractor, and the CDE in the resolution of any discrepancies in the test information and materials.~~

~~(8) Overseeing the collection of all pupil level and other data required to comply with sections 861 and 862.~~

~~(9) Ensuring that an answer document is submitted for scoring for each eligible pupil enrolled in the school on the first day of testing for the standards-based achievement tests and the primary language test, if any.~~

~~(10) Ensuring that for each pupil tested only one scannable answer document is submitted for scoring, except that for each pupil tested at grades for which the contractor has designated the use of more than one answer document. An answer document for the STAR writing portion of the English-language arts tests administered pursuant to section 855(b) shall be submitted in addition to the answer document for the multiple choice items.~~

~~(11) Immediately notifying the district STAR coordinator of any security breaches or testing irregularities that occur in the administration of the standards-based achievement tests or the primary language test, if any, that violate the terms of the STAR Security Affidavit in section 859.~~

~~(12) Training test examiners, translators, proctors, and scribes for administering the tests.~~

(a) At each test site, including, but not limited to, each elementary, middle, and high school or other grade-span designated school, each charter school, each court-school, each school or program operated by an LEA, and all other public programs serving pupils, inclusive, the superintendent of the LEA or the LEA CAASPP coordinator shall designate a CAASPP test site coordinator from among the employees of the LEA. The CAASPP test site coordinator, or the site principal or his or her designee, shall be

available to the LEA CAASPP coordinator by telephone through September 29 of the following school year for purposes of resolving discrepancies or inconsistencies in materials or errors in reports.

(b) The CAASPP test site coordinator's responsibilities shall be those defined in the contractor's(s') and CDE's administrative manuals and documentation, and shall include, but are not limited to, overseeing the test site's preparation, coordination, training, registration, administration, security, and reporting of the CAASPP tests.

(c) The CAASPP test site coordinator shall be responsible for the training of test examiners, translators, proctors, and scribes.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 60602.5, 60604, 60605, 60610, 60630 and 60640, Education Code.

§ 859. CAASPP ~~STAR~~ Test Security Agreement and Test Security Affidavit.

~~(a) All STAR district and test site coordinators (coordinators) shall sign the STAR Test Security Agreement set forth in subdivision (b) before receiving any of the test materials or tests administered pursuant to Education Code section 60640.~~

~~(b) The STAR Test Security Agreement shall be as follows:~~

~~STAR TEST SECURITY AGREEMENT~~

~~I acknowledge by my signature on this form that standards-based achievement tests, including the CSTs, the California Alternate Performance Assessment, the CMA, and the Standards-based Tests in Spanish, are secure tests and agree to each of the following conditions to ensure test security:~~

~~(1) I will take all necessary precautions to safeguard all tests and test materials by limiting access to persons within the school district with a responsible, professional interest in the tests' security.~~

~~(2) I will keep on file the names of all persons having access to tests and test materials. All persons having access to the materials shall be required to sign the STAR Test Security Affidavit that will be kept on file in the school district office.~~

~~(3) I will keep the CSTs, the California Alternate Performance Assessment, the CMA, and the Standards-based Tests in Spanish and their test materials in a secure, locked location and will deliver tests and test materials only to those persons who have~~

~~executed STAR Test Security Affidavits on actual testing dates as provided in section 859(d) with the exception of subdivision (4) below.~~

~~(4) I will keep the California Alternate Performance Assessment materials in a secure locked location when not being used by examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to examiners.~~

~~(5) I will not copy any part of the tests or test materials without written permission from the CDE to do so.~~

~~(6) I will not disclose, or allow to be disclosed, the contents of the tests or the test instruments. I will not review any test questions, passages, or other test items with any other person before, during, or after the test administration.~~

~~(7) I will not develop scoring keys, review any pupil responses, or prepare answer documents except as required by the test administration manual(s) prepared by the testing contractor.~~

~~By signing my name to this document, I am assuring that I will abide by the above conditions.~~

~~Signed:~~ _____

~~Print Name:~~ _____

~~Title:~~ _____

~~School District:~~ _____

~~Date:~~ _____

~~(c) All test examiners, proctors, translators, scribes, and any other persons having access to any of the test materials or tests administered pursuant to Education Code section 60640 shall acknowledge the limited purpose of their access to the tests by signing the STAR Test Security Affidavit set forth in subdivision (d).~~

~~(d) The STAR Test Security Affidavit shall be as follows:~~

~~STAR TEST SECURITY AFFIDAVIT~~

~~I acknowledge that I will have access to one or more of the standards-based achievement tests, including the CSTs, the California Alternative Performance Assessment, the CMA, and the Standards-based Tests in Spanish, and test materials, for the purpose of administering the test(s). I understand that these materials are highly secure, and it is my professional responsibility to protect their security as follows:~~

~~(1) I will not divulge the contents of the tests to any other person through verbal, written, or any other means of communication.~~

~~(2) I will not copy any part of the test(s) or test materials.~~

~~(3) I will keep the test(s) secure until the test(s) are actually distributed to pupils.~~

~~(4) I will limit access to the test(s) and test materials by test examinees to the actual testing periods when they are taking the test(s).~~

~~(5) I will collect and account for all materials following each period of testing and will not permit pupils to remove test materials from the room where testing takes place.~~

~~(6) I will not review any test questions, passages, or other test items independently or with pupils or any other person before, during, or following testing.~~

~~(7) I will not develop scoring keys, review any pupil responses, or prepare answer documents except as required by the test administration manual(s) prepared by the testing contractor.~~

~~(8) I will return all test materials for the CSTs, the CMA, and the Standards-based Tests in Spanish to the designated STAR test site coordinator daily upon completion of testing.~~

~~(9) I will keep all the California Alternate Performance Assessment materials in secure locked storage except when I am administering or observing the administration of the assessment to pupils.~~

~~(10) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the testing contractor.~~

~~(11) I have been trained to administer the tests.~~

~~Signed: _____~~

~~Print Name: _____~~

~~Position: _____~~

~~School: _____~~

~~School District: _____~~

~~Date: _____~~

~~(e) To maintain the security of the program, all district STAR coordinators and test site coordinators are responsible for inventory control and shall use appropriate inventory control forms to monitor and track test inventory.~~

(a) All LEA CAASPP coordinators and CAASPP test site coordinators shall sign the

CAASPP Test Security Agreement, set forth in subdivision (b), before receiving any of the test materials or tests administered pursuant to Education Code section 60640.

(b) The CAASPP Test Security Agreement shall be as follows:

CAASPP TEST SECURITY AGREEMENT

I acknowledge by my signature on this form that the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640 are secure tests and agree to each of the following conditions to ensure test security:

(1) I will take all necessary precautions to safeguard all tests and test materials, whether paper-based or computer-based assessments, by limiting access to only persons within the LEA who are responsible for, and have professional interest in, the tests' security.

(2) I will keep on file the names of all persons who have been trained in the administration of CAASPP tests and all persons with access to tests and test materials, whether paper-based or computer-based assessments. I have and shall have all other persons having access to the tests and test materials read and sign the CAASPP Test Security Affidavit that will be kept on file in the LEA office.

(3) Except during the administration of the tests, I will keep the paper-pencil tests, and their test materials in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will securely destroy all print-on-demand papers, scratch paper, and other documents as prescribed within the contractor's(s') or consortium's administrative manuals and documentation.

(5) With the exception of subdivision (6) below, I will deliver tests and test materials or allow electronic access thereto, only on actual testing dates and only to those persons who have executed CAASPP Test Security Affidavits.

(6) For the CAPA test, I will keep all tests and testing materials in the manner set forth above in subdivisions (3) and (5) except during actual testing administration or when being used by test examiners to prepare for and to administer the assessment. I will adhere to the contractor's directions for the distribution of the assessment materials to test examiners.

By signing my name to this document, I am assuring that I have completely read

and will abide by the above conditions.

Signed: _____

Print Name: _____

Title: _____

LEA: _____

Date: _____

(c) All test examiners, proctors, translators, scribes, and any other persons having access to any of the tests and test materials, assessment technology, or tests administered pursuant to Education Code section 60640, shall acknowledge the limited purpose of their access to the tests by signing the CAASPP Test Security Affidavit set forth in subdivision (d).

(d) The CAASPP Test Security Affidavit shall be as follows:

CAASPP TEST SECURITY AFFIDAVIT

I acknowledge that I will have access to one or more of the California Assessment of Student Performance and Progress (CAASPP) tests pursuant to Education Code section 60640, for the purpose of administering the test(s). I understand that these materials are highly secure and may be under copyright restrictions and it is my professional responsibility to protect their security as follows:

(1) I will not divulge the contents of the tests and test materials to any other person through verbal, written, or any other means of communication. This includes, but is not limited to, sharing or posting test content via the Internet or by email without the express written permission of the CDE.

(2) I will not copy or take a photo of any part of the test(s) or test materials. This includes, but is not limited to, photocopying (including enlarging) and recording without prior expressed written permission of the CDE.

(3) Except during the actual testing administrations or as otherwise provided for by law, I will keep the test(s) and test materials secure until the test(s) are actually distributed to pupils when tests and testing materials are checked in and out by the CAASPP test site coordinator. Keeping materials secure means that testing materials are required to be kept in a securely locked room that can be entered only with a key or keycard and, when possible, in a locked storage cabinet within that room.

(4) I will limit access to the test(s) and test materials by test examinees to the actual

1 testing periods when they are taking the test(s). I understand that only pupils who are
2 testing and LEA staff participating in the test administration who have signed a test
3 security affidavit may be in the room when and where a test is being administered.
4 (A) I will keep all assigned, generated, or created usernames, passwords and logins
5 secure and not divulge pupil personal information to anyone.
6 (B) I will not allow anyone other than the assigned pupils to log into their assigned
7 test. I may assist a pupil with using their information to log into their assigned test.
8 (C) I will not use a pupil's information to log in as a pupil or allow a pupil to log in
9 using another pupil's information.
10 (D) I will not include, nor will I display, a pupil's name and Statewide Student
11 Identifier (SSID) together in any written or electronic format.
12 (5) I will not allow pupils to access electronic devices that allow them to access
13 outside information, communicate with other pupils, or photograph or copy test content.
14 This includes, but is not limited to, cell phones, personal digital assistants (PDAs),
15 tablets, laptops, cameras, and electronic translation devices.
16 (6) I will collect and account for all materials following each testing session and will
17 not permit pupils to remove any test materials by any means from the room(s) where
18 testing takes place. After each testing session, I will count all test booklets and answer
19 documents before allowing any pupil to leave the testing room and/or ensure that all
20 pupils have properly logged off the computer system.
21 (7) I will not review any achievement test questions, passages, performance tasks,
22 or other test items independently or with pupils or any other person at any time,
23 including before, during, or following testing. I understand that this includes any
24 discussion between LEA staff for training or professional development whether one-on-
25 one or in a staff meeting.
26 (8) I will not, for any achievement test, develop scoring keys, review any pupil
27 responses, or prepare answer documents. I understand that this includes coaching
28 pupils or providing any other type of assistance to pupils that may affect their
29 responses. This includes, but is not limited to, both verbal cues (e.g., interpreting,
30 explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice
31 inflection, pointing, or nodding head) to the correct answer (anything that may indicate
32 correct or incorrect answers), or completing or changing pupils' answers.

(9) I will return all test materials to the designated CAASPP test site coordinator each day upon completion of testing. I understand that all test booklets, answer documents, and scratch paper shall be returned to the CAASPP test site coordinator each day immediately after testing has been completed for storage or confidential destruction.

(10) If I will administer and/or observe the administration of CAPA, which means that I am a certificated or a licensed LEA employee and a trained CAPA Examiner, I will keep all the CAPA materials in a securely locked room, and, when possible, in a locked storage cabinet within that room except when I am preparing for the administration, administering or observing the administration of the assessment to pupils.

(11) I will actively supervise pupils throughout the testing session to make sure that they are working on the correct test section or part, marking their answers in the correct section of their answer documents, following instructions, and are accessing only authorized materials (embedded and/or non-embedded universal tools, designated supports, or accommodations) needed for the test being administered.

(12) I will administer the test(s) in accordance with the directions for test administration and test administration manuals prepared by the CAASPP testing contractor(s), or any additional guidance provided by the CAASPP test contractor(s). I understand that the unauthorized copying, sharing, or reusing of any test booklet, test question, performance task, or answer document by any means is prohibited. This includes, but is not limited to, photocopying, recording, emailing, messaging (instant, text, or multimedia messaging service, or digital application), using a camera/camera phone, and sharing or posting test content via the Internet without the express prior written permission of the CDE.

(13) I have been trained to administer the tests. By signing my name to this document, I am assuring that I have completely read this affidavit and will abide by the above conditions.

Signed: _____

Print Name: _____

Position: _____

School: _____

LEA: _____

Date: _____

(e) To maintain the security of the CAASPP assessment system, all LEA CAASPP coordinators and CAASPP test site coordinators shall immediately, within 24 hours, notify the CDE of any security breaches or testing irregularities occurring either before, during, or after the test administration(s).

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60602.5, 60605 and 60640, Education Code.

§ 861. ~~School-By-School Analysis~~ Data Elements for Test Registration and State and Federal Reporting.

~~(a) Each school district shall provide the contractor for the standards-based achievement tests and the primary language test, excluding (6), (7), and (8), the following information for each pupil enrolled on the first day the tests are administered for purposes of the reporting required by the Academic Performance Index of the Public Schools Accountability Act (chapter 6.1, commencing with section 52050), section 60630, and chapter 5 (commencing with section 60640) of the Education Code:~~

~~(1) Pupil's full name.~~

~~(2) Date of birth.~~

~~(3) Grade level.~~

~~(4) Gender.~~

~~(5) English proficiency.~~

~~(6) Primary language.~~

~~(7) Date of English proficiency reclassification.~~

~~(8) If reclassified to fluent English proficient (R-FEP) pupil scored proficient or above on the California English Language Arts Standards Test any three years since reclassification.~~

~~(9) Program participation.~~

~~(10) Use of accommodations or modifications.~~

~~(11) Statewide Student Identifier.~~

~~(12) Parent or guardian education level.~~

~~(13) School and district California Basic Educational Data System (CBEDS) enrollment.~~

~~(14) For English learners, date first enrolled in school in the United States and if they have been enrolled in school less than 12 cumulative months at the time of testing.~~

~~(15) Documented eligibility to participate in the National School Lunch Program.~~

~~(16) Race/ethnicity.~~

~~(17) Primary disability code.~~

~~(18) Special Education Exit Date.~~

~~(19) County and District for pupils with IEPs if residence is other than where pupil attends school or receives services.~~

~~(20) Special testing conditions and/or reasons for not being tested.~~

~~(21) Pupil enrolled in NPS by district based on IEP.~~

~~(22) NPS school code.~~

~~(b) In addition to the demographic data required to be reported in section 861(a), school districts may report if an eligible pupil is not tested due to a significant medical emergency.~~

~~(c) The information is for the purposes of aggregate analyses only and shall be provided and collected as part of the testing materials for the standards-based achievement tests and the primary language test.~~

~~(d) School districts shall provide the same information for each eligible pupil enrolled in an alternative or off campus program or for pupils placed in nonpublic schools as is provided for all other eligible pupils in grades 2 to 11, inclusive.~~

~~(e) If the information required by section 861(a) is incorrect, the school district may enter into a separate agreement with the contractor to have the district's student data file corrected. The district STAR coordinator shall provide the correct information to the contractor within the contractor's timeline. Any costs for correcting the student data shall be the district's responsibility.~~

(a) In order to assess pupils pursuant to Education Code section 60640 and meet state and federal accountability and reporting obligations, each LEA shall provide any and all program and demographic pupil data requested by the CDE for inclusion in California Longitudinal Pupil Achievement Data System (CALPADS).

(b) In addition to the demographic and program data required to be reported in section 861(a), LEAs shall report to the CDE the following information:

(1) if an eligible pupil is not tested due to a significant medical emergency;

(2) if a pupil used an accommodation(s);

(3) if a pupil had special testing conditions and/or reasons for not being tested (e.g., parent or guardian exemption);

(4) if a pupil is enrolled in an NPS based on an IEP and, if so, the NPS school code; and

(5) if a pupil in grade 2 was administered a diagnostic assessment pursuant to Education Code section 60644.

(c) The LEA shall ensure that CALPADS data elements are up-to-date and accurate prior to LEA registration and throughout the testing window. The CDE shall provide LEAs reasonable notification prior to pupil demographic and program data being extracted from CALPADS for purposes of test registration, individual pupil reports and reports aggregated to the LEA, and state and federal accountability reporting.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 49079.5, ~~52050~~ 52052, 60605, 60630, 60640, 60641 and 60643, Education Code; 7 C.F.R. Sections 245.2(a)(1)-(4), 245.3 and 245.6.

§ 862. Apportionment Information Report.

(a) Annually, the CDE shall make available electronically to each ~~school district~~ LEA ~~shall receive~~ an apportionment information report with the following information provided to the contractor by the LEA pursuant to sections 853 and 861 by grade level ~~for the standards-based achievement tests and the primary language test, if any~~:

(1) The number of pupils enrolled in each school and in the ~~school district~~ LEA on the first day of testing ~~as indicated by the number of alternate assessments and CSTs, excluding the STAR writing portion of the English-language arts tests, answer documents submitted to the test contractor for scoring~~.

(2) The number of pupils in each school and in the ~~school district~~ LEA tested with the alternate ~~performance~~ assessment.

(3) The number of pupils in each school and in the ~~school district~~ LEA exempted from testing at the request of their parent~~s~~ or guardian~~s~~ pursuant to Education Code section 60615.

(4) The number of pupils who were administered any portion of the ~~CSTs or the~~

~~modified assessment excluding the STAR writing portion of the English language arts tests~~ CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of CBT.

(5) The number of pupils who were administered any portion of the CAASPP assessments pursuant to Education Code sections 60640(b)(1), 60640(b)(2), 60640(b)(4), or 60640(c)(3) through the use of paper-pencil assessments.

(6)~~(5)~~ The number of pupils with demographic information only who were not tested for any reason other than a parent or guardian exemption.

(7)~~(6)~~ The number of English language learners who were administered ~~each~~ a ~~designated~~ primary language test aligned to the English language arts standards pursuant to Education Code section 60640~~(f)~~(b)(5)(B).

(8)~~(7) The number of English language learners who were administered each primary language test pursuant to Education Code section 60640(g)~~ Beginning in 2014-15, the number of pupils in grade 2 administered a diagnostic assessment pursuant to Education Code section 60644.

(b) To be eligible for apportionment payment for the ~~standards-based achievement tests and the primary language test, if any~~ CAASPP assessments, ~~school districts~~ LEAs must meet the following conditions:

(1) The ~~school district~~ LEA has returned all secure test materials, and

(2) The ~~superintendent~~ LEA CAASPP coordinator ~~of each school district~~ has certified the accuracy of the apportionment information report for ~~examinations~~ assessments administered during the ~~calendar~~ school year ~~(January 1 through December 31)~~, which is either;

(A) ~~postmarked~~ transmitted electronically in a manner prescribed by the contractor(s) and/or the CDE by December 31, or

(B) if ~~postmarked~~ transmitted in any manner after December 31, the apportionment information report must be accompanied by a waiver request as provided by Education Code section 33050. For those apportionment information reports ~~postmarked~~ transmitted after December 31, apportionment payment is contingent upon the availability of an appropriation for this purpose in the fiscal year in which the testing window began.

NOTE: Authority cited: Sections ~~12001,~~ 33031, ~~and~~ 60605 and 60640, Education Code.

Reference: Sections 60610, 60615, ~~and~~ 60640 and 60641, Education Code.

§ 862.5. Apportionment to ~~School Districts~~ LEAs.

(a) The amount of funding to be apportioned to the ~~school district~~ LEA ~~for the costs of administering the standards-based achievement tests and the primary language test, if any~~, shall be the amount established by the SBE ~~to enable school district to meet the requirements of administering the tests, and the primary language test~~ per the number of tests administered to eligible pupils ~~in grades 2 to 11, inclusive~~, and the number of ~~answer documents returned with only demographic information for~~ pupils enrolled on the first day of testing who were not tested in the ~~school district~~ LEA. The number of tests administered and the number of ~~demographic answer documents~~ pupils not tested shall be determined by the certification of the LEA CAASPP coordinator ~~school district superintendent~~ pursuant to section 862. For purposes of this portion of the apportionment, administration of the ~~standards-based achievement tests and the primary language~~ tests includes the following items:

(1) All staffing costs, including the ~~district STAR~~ LEA CAASPP coordinator and the ~~STAR~~ CAASPP test site coordinators, staff training and other staff expenses related to testing.

(2) All expenses incurred at the ~~school district~~ LEA and school/test site(s) ~~level~~ related to testing.

(3) All transportation costs of delivering and retrieving tests and test materials within the ~~school district~~ LEA and to ~~nonpublic schools~~ NPSs.

(4) All costs associated with ~~mailing~~ transmitting the ~~STAR Student~~ pupil ~~R~~report(s) to parents/guardians.

(5) All costs associated with ~~pre-identification of answer sheets and consumable test booklets, and other~~ activities intended to provide the complete and accurate data required in section 861 ~~of these regulations~~.

(b) This amount does not include any funding for the purposes of~~:~~ reimbursing any LEA for primary language tests for non-eligible pupils.

~~(1) reimbursing the costs incurred by any school district pursuant to section 864.5(d) or (e); and~~

~~(2) reimbursing any school district for primary language tests for non-eligible pupils.~~

~~(c) If at the time a school district scannable documents are processed by the contractor a student data record is missing any of the data elements required in section 861 of these regulations for the standards-based achievement tests, the school district shall provide the missing data elements within the time required by the contractor to process the documents and meet the contractor's schedule of deliverables under its contract with the CDE. The additional costs incurred by the school district to have the contractor reprocess the student information to acquire the data required by section 861 of these regulations shall be withheld from the school district apportionment.~~

NOTE: Authority cited: Sections ~~12001,~~ 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 60640 and 60643, Education Code.

§ 863. ~~STAR~~ CAASPP ~~Student~~ Pupil Reports and Cumulative Record Labels.

(a) The ~~school district~~ LEA shall forward or transmit ~~the STAR Student Report~~ pupil results for the ~~designated achievement test and standards-based achievement~~ tests conducted ~~and the designated primary language test provided by the contractor(s) to each pupil's test~~ pursuant to Education Code section 60640 to ~~the~~ each pupil's parent or guardian~~,~~ within ~~no more than~~ 20 working days from receipt of the results ~~report~~ from the contractor.

(b) If the ~~school district~~ LEA receives the reports for the ~~designated achievement test and standards-based tests, or the designated primary language~~ tests conducted pursuant to Education Code section 60640 from the contractor after the last day of instruction for the school year, the ~~school district~~ LEA shall ~~send the pupil results to the parent or guardian by U.S. mail at the parent's or guardian's last known address. If the report is non-deliverable, the school district shall~~ make the report available to the parent or guardian ~~during~~ no later than the first 20 working days of the next school year.

(c) Schools are responsible for maintaining ~~affixing cumulative record labels reporting each~~ pupil's scores ~~to~~ with the pupil's permanent school records or for entering the scores into electronic pupil records, and for forwarding or transmitting the results to schools to which pupils matriculate or transfer. Schools may annotate the scores when the scores may not accurately reflect pupils' achievement due to illness or testing irregularities.

NOTE: Authority cited: Sections 33031, ~~and~~ 60605 and 60640, Education Code. Reference: Sections 49062, 49068, 60607, 60640, and 60641, ~~and 60607~~, Education Code.

§ 864. ~~Reporting Test Scores~~ LEA Compliance with Contractor Requirements.

~~No aggregate or group scores or reports that are compiled pursuant to Education Code section 60641 or 60643 shall be reported electronically, in hard copy, or in other media, to any party other than the school or school district where the pupils were tested, if the aggregate or group scores or reports are composed of ten or fewer individual pupil scores. In each instance in which no score is reported for this reason, the notation shall appear "The number of pupils in this category is too small for statistical accuracy or privacy protection." In no case shall any group score be reported that would deliberately or inadvertently make the score or performance of any individual pupil identifiable within the meaning of the Family Educational Rights and Privacy Act.~~

(a) An LEA is an agent of the CDE for the purpose of administering a CAASPP test.

(b) In order for the state to meet its obligations in the development, administration, and security of valid and reliable tests, and the reporting of accurate tests, LEAs shall:

(1) comply with any and all requests from CAASPP contractor(s) in accordance with Education Code section 60641; and

(2) abide by any and all instructions provided by the CAASPP contractor or consortium, whether written or oral, that are presented for training or provided for in the administration of a CAASPP test.

NOTE: Authority cited: Sections ~~12001,~~ 33031, ~~and~~ 60605, 60613 and 60640, Education Code. Reference: Sections 60605, 60610, 60640, 60641 and 60643, Education Code; 20 U.S.C. Section 1232g; and 34 C.F.R. Section 99.3.

§ 864.5. Test Order Information. [REPEALED]

~~(a) The school district shall provide to the contractor(s), for the standards-based achievement tests and the primary language test no later than December 1 of the year immediately prior to the year of test administration, the following data for each test site of the school district, by grade or course level:~~

~~(1) Valid county district school (CDS) codes.~~

~~(2) Number of tests.~~

~~(3) Numbers of special version tests including, but not limited to, Braille and large print.~~

~~(4) Number of Directions for Administration needed, by grade level.~~

~~(5) Number of pupils to be tested with the alternate assessments.~~

~~(6) Number of test examiners for the alternate assessments.~~

~~(7) The first and last date of instruction and all non-instructional days during the school year for each school in the district and all non-working days for the school district.~~

~~(b) The school district shall provide to the contractor for the primary language test the following data:~~

~~(1) Whether or not the district has eligible pupils for the tests.~~

~~(2) For all tests sites in the district with eligible pupils, by grade level, the information in subdivision (a)(1), (2), (3), and (4).~~

~~(3) First date of testing indicating the dates for each administration period.~~

~~(c) Each school district that elects pre-identification of answer documents shall submit an electronic file that includes all of the information required in section 861. The file must be submitted in accordance with the timeline, format, and instructions provided by the contractor(s).~~

~~(d) If the testing materials are lost or destroyed while in the possession of the school district, and the contractor provides the school district with replacement materials, the school district is responsible for the cost of all replacement materials.~~

~~(e) If the school district places an order for tests for any school that is excessive, the school district is responsible for the cost of materials for the difference between the sum of the number of pupil tests submitted for scoring including tests for non-tested pupils and 90 percent of the materials ordered. In no event shall the cost to the school district for replacement or excessive materials exceed the amount per test booklet and accompanying material that is paid to the contractor by the CDE as part of the contract for the current year.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

§ 865. Transportation. [REPEALED]

~~(a) Upon arrival of the test materials at a single location designated by each school district, the district STAR coordinator shall provide the contractor with a signed receipt certifying that all cartons were received.~~

~~(b) The security of the test materials that have been duly delivered to the school district is the sole responsibility of the school district until all test materials have been inventoried, accounted for, and delivered to the common or private carrier designated by the contractor for return to the contractor.~~

~~(c) Secure transportation within a school district is the responsibility of the school district once materials have been duly delivered to the school district. The school district is responsible for secure delivery of test materials to non-public schools.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Section 60640, Education Code.

§ 866. School District Delivery. [REPEALED]

~~(a) No school district shall receive its standards-based achievement test or primary language test materials, if any, more than twenty or fewer than ten working days prior to the first day of testing in the school district. A school district that has not received test materials from the test contractor at least ten working days before the first date of testing in the school district shall notify the test contractor and the CDE on the tenth working day before testing is scheduled to begin that the school district has not received its materials. Deliveries of test materials to single school districts shall use the schedule in section 867.~~

~~(b) A school district and the contractor shall establish a periodic delivery schedule to accommodate all test administration periods within the school district. Any schedule established must conform to sections 866(a) and (b) for each test administration period.~~

~~(c) No school district shall receive its writing test materials more than ten or fewer than five working days before the day on which the writing portion of the English-language arts tests are to be administered.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640, 60642.5 and 60643, Education Code.

§ 867. Test Site Delivery and Return. [REPEALED]

~~(a) No school or other test site shall receive any designated achievement test, standards-based tests, or designated primary language test or related test materials more than ten or fewer than five working days prior to the first day of testing scheduled at the school or test site.~~

~~(b) All testing materials shall be returned to the school district location designated by the district STAR coordinator no more than two working days after testing is completed for each test administration period.~~

~~(c) No school or other test site shall receive any writing test materials more than six or fewer than two working days before the test administration date.~~

~~(d) Writing test materials shall be returned to the district STAR coordinator no more than one day after the day scheduled for makeup testing.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640 and 60642.5, Education Code.

§ 867.5. Retrieval of Materials by Contractor. [REPEALED]

~~(a) The school district shall ensure that designated achievement test, standards-based tests, or designated primary language testing materials are inventoried, packaged, and labeled in accordance with instructions from the contractor, and returned to a single school district location for pickup by the contractor within five working days following completion of testing in the school district and in no event later than five working days after each test administration period.~~

~~(b) School districts shall return all writing tests and test materials to the contractor no more than two working days after the makeup day specified for the writing test.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60640, 60642.5 and 60643, Education Code.

§ 868. Discrepancy Resolution for Standards-based Achievement Tests and Any Primary Language Test. [REPEALED]

~~(a) School districts shall process discrepancies determined by the contractor(s) upon receipt of returned tests and test materials pursuant to this subdivision:~~

~~(1) Receipt of a discrepancy notice in writing, via telephone, or via electronic mail by~~

~~the district STAR coordinator for one or more of the following shall require a response from the district STAR coordinator to the contractor within 24 hours.~~

~~(A) A discrepancy between the quantity of tests and test materials shipped to the school district and the number of tests and test materials returned to the contractor from the school district.~~

~~(B) Information on scannable documents or test support materials that is inconsistent, incomplete, or missing, according to criteria established with the CDE.~~

~~(2) The district STAR coordinator shall acknowledge the discrepancy notice via electronic mail, if available in the school district, to the contractor and to the CDE within 24 hours of its receipt via electronic mail.~~

~~(b) The district STAR coordinator shall report any discrepancy in the total amount of the shipment from the contractor within two working days of the receipt of the shipment. If the contractor does not remedy the discrepancy within two working days of the school district report, the school district shall notify the CDE within 24 hours.~~

~~(c) Any discrepancy in a shipment of standards-based achievement tests or test materials or primary language test or test materials received by a test site from the district STAR coordinator shall be reported to the district STAR coordinator immediately but no later than two working days of the receipt of the shipment at the testing site. The district STAR coordinator shall remedy the discrepancy within two working days.~~

~~(d) The district STAR coordinator shall report to the contractor any discrepancy reported by a STAR test site coordinator within three working days of receipt of materials at the test site. If the district STAR coordinator does not have a sufficient supply of tests or test materials to remedy any shortage, the contractor shall remedy the shortage by providing sufficient materials directly to the test site within two working days of the notification by the district STAR coordinator.~~

~~(e) The notices required by this section shall be made by telephone with simultaneous confirmation in writing and by electronic mail.~~

NOTE: Authority cited: Sections 33031 and 60605, Education Code. Reference: Sections 60605, 60640 and 60643, Education Code.

1-16-14 [California Department of Education]

California Modified Assessment (CMA) Pilot Test

In April 2007, the United States Department of Education enacted regulations for an alternate assessment based on modified achievement standards. The California Department of Education, in response to the federal regulations, developed and implemented the California Modified Assessment (CMA) as an alternate assessment of the California content standards based on modified achievement standards for children with disabilities who have an individualized education program (IEP).

The use of Smarter Balanced Assessments for English-language arts and mathematics with the appropriate universal tools, designated supports, and/or accommodations replaces the CMA tests for those subjects.

CMA for Science will continue (as part of the implementation of AB 484) to be administered to students with disabilities in grades five, eight, and ten who have an IEP that identifies the use of the CMA for Science until a successor science test is developed.

CMA Blueprints
Provides information on the CMA for English-Language Arts in grades three through eleven, CMA for Mathematics in grades three through seven, CMA for Algebra I, CMA for Geometry, CMA for Science in grades five and eight, and CMA for Life Science in grade ten.

CMA Reference Sheets
Samples of the science reference sheets for the CMA for Science in grade five that are found in the test booklets.

CMA Participation Criteria for Science
Provides assistance to IEP teams in determining how a student should participate in the STAR Program.

Differences Between the CST and the CMA (PDF)
Provides examples of the format changes between the California Standards Test and the California Modified Assessment.

CMA Pilot Executive Summary (DOC)
Provides summary information and finding from the CMA pilot that was conducted in fall 2006.

CMA Pilot (DOC; 22)
Provides information from the CMA pilot that was conducted in fall 2006.

Questions: California Assessment of Student Performance and Progress Office | caaspp@cde.ca.gov | 916-445-8765

California Department of Education
1430 N Street
Sacramento, CA 95814

Last Reviewed: Thursday, February 19, 2015

Smarter Balanced Field Test Questions and Answers

Questions and answers about the Smarter Balanced Field Test that will be administered in spring 2014.

Last Updated: May 7, 2014

Assembly Bill (AB) 484, which was signed by the Governor on October 2, 2013, requires all California local educational agencies (LEAs) to participate in the spring 2014 Smarter Balanced Field Test. This document provides answers to questions about requirements and expectations of LEA participation in the spring 2014 Field Test.

- Purpose
- LEA and Student Participation
- Technology Requirements
- Registration
- Administration Logistics
- CALPADS and TIDE
- Student Supports for the Smarter Balanced Field Tests
- Parents and Guardians

Notes:
For policy related questions, contact the CAASPP Office at 916-445-8765 or caaspp@cde.ca.gov
For technical questions, contact the CalTAC Help Desk at 800-955-2954 or caltac@ets.org.

Purpose

1. **What is the purpose of the spring 2014 Smarter Balanced Field Test (FT)?**
   Field testing is critical to ensure that assessment items are accessible to all students and produce results that are valid, reliable, and fair. The spring 2014 Smarter Balanced FT will test the performance of over 20,000 newly developed test items and evaluate the test delivery system. Items deemed suitable for use on the live (i.e., operational) tests, which will begin in the 2014-15 school year, will be used to populate the test item bank. Also, the FT will help ensure that the Smarter Balanced assessment items are placed on an accurate scale to determine final achievement levels (i.e., cut scores) as well as their corresponding descriptors.

2. **Will individual student, school, or district score reports be generated from the FT?**
   No. A field test is not designed to be a valid and reliable measure of student achievement; rather, it is designed to help the test developers evaluate whether the tests, individual items, and the technology platform work as intended before the first operational administration. As a result, neither a state nor its LEAs are required to report field-test results—either individual student results to parents and teachers or on State or local ESEA report cards. In addition, AB 484 specifically prohibits the production of individual student scores from the FT unless they are determined to be valid and reliable.

3. **What role will the FT play in meeting state and/or federal accountability requirements?**
   None. The data resulting from the FT will not be factored into any state or federal accountability calculations.

4. **Did the Smarter Balanced spring 2013 Pilot Test influence the FT?**
   Yes. Data and survey results from the Smarter Balanced Pilot Test were used to inform the development of the FT, including but not limited to adjustments and improvements to: overall test design; estimated student testing time; test and item directions; item specifications; display of test items including associated pictures, graphs, or other materials; interactive item types; and scoring rubrics.

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LEA and Student Participation

5. **Who will take the FT?**
   AB 484 requires all California LEAs to participate in the FT. Student participation requirements are as follows:

Grades three through eight: All students are expected to participate.

Grades nine and ten: Only students selected for the scientific sample are expected to participate.

Grade eleven: All students selected for the scientific sample are expected to participate. All other students are encouraged to participate. (Please note that all grade eleven students, including those who participate in the FT, may participate in the Early Assessment Program.)

The only students exempt from participating in the Smarter Balanced FT are students who will take the California Alternate Performance Assessment (CAPA) and, for the English-language arts (ELA) FT only, English learners who have attended school in the United States for less than 12 months.

6. **What are the benefits of participating in the spring 2014 FT?**
By participating in the Smarter Balanced FT, students, teachers, and administrators will receive valuable exposure to and experience with the California's future assessment system. Students will gain hands-on experience with the functionality of innovative technology-enhanced items and newly designed performance tasks with related classroom activities. Teachers and administrators will gain valuable experience with administration logistics, which will help them better prepare for a smooth and successful participation in the operational assessments, which will begin in the 2014–15 school year. LEAs will benefit from learning where their technology gaps may be, enabling them to fully prepare for the operational assessments. California will benefit by having the diversity of its student population included in the analysis of test and item quality and development of achievement level scores and descriptors.

7. **Can LEAs volunteer to be included in the scientific sample of the FT?**
No. The scientific sample will be determined by the California Department of Education (CDE) and Educational Testing Services (ETS).

8. **For the Field Test, how does an LEA handle the issue of students without SSIDs?** (added 25-April-2014)
When an LEA enrolls or learns of students without SSIDs, the SSIDs must be requested through the procedures outlined under CALPADS SSID and Enrollment Procedures. Once the SSIDs are obtained for these students, the students can be scheduled to participate in the Field Test as long as the date is within the testing window for the school.

9. **Which LEA holds responsibility for the students placed in a nonpublic school (NPS)?** (added 25-April-2014)
The LEA that placed the students in the NPS has responsibility for those students.

10. **Can site administrators, including those at NPSs, have test administrator access?** (added 25-April-2014)
Yes. All site administrators have test administrator access.

11. **Will the CDE provide a template for LEAs to use with NPSs and directions on how to coordinate with out-of-state NPSs?** (added 25-April-2014)
No. According to the *California Code of Regulations, Title 5*, Section 851, this is the responsibility of the LEAs. For additional information, please follow the information in the *Test Administrator Manual* (PDF).

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Technology Requirements

12. **Whom should an LEA contact if it needs to upgrade its technology to be compatible with the Smarter Balanced operational tests?** (updated 07-May-2014)
The LEA should contact the CalTAC Help Desk at 800-955-2954 or caltac@ets.org

13. **What are the minimum technology requirements for the FT?**
To promote ease of implementation, the online FT assessment system has been designed to operate within the technology infrastructures that currently exist in most schools. Accordingly, the system works on a variety of older hardware and operating system configurations, such as Windows XP and Mac OS X 10.4.4. More information about the minimum technology requirements can be found in the report "Smarter Balanced Technology Strategy Framework and Testing Device Requirements," available on the Technology Page of the Smarter Balanced Web site. LEAs should consult these minimum technology specifications prior to any technology purchases.

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Registration

14. **How are students be registered for the FT?**
    Using data from the California Longitudinal Pupil Achievement Data System (CALPADS), the CDE will upload student demographic and program-level data to the FT registration system (i.e., Test Information Distribution Engine) on behalf of LEAs.

15. **Are LEAs be required to provide any student information as part of the registration process?** (updated 07-May-2014)
    Yes. LEAs must enter required student designated supports and accommodations into the FT registration system.

16. **Can LEAs correct demographic and/or program data that appear in the FT registration system?** (updated 05-Mar-2014)
    Yes. All corrections to student demographic and/or program-level data must be made by LEAs through CALPADS. The corrections will appear in the FT registration system within 48 hours.

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Administration Logistics

17. **When does the FT occur?** (updated 07-May-2014)
The FT will be conducted across Smarter Balanced member states between March 18 and June 6, 2014. As during the spring 2013 Pilot Test, schools will assess students within a shorter window within this date range. Each school has been assigned a six-week window in which to administer the FT.

18. **What content is tested in the FT?** (updated 07-May-2014)
The 2014 FT will engage students in online assessments in mathematics and ELA aligned with the Common Core State Standards. Most students will take a FT that contains both mathematics and ELA items, but a small percentage of students will be assessed in only one content area.

19. **How long does will the FT take to administer?** (updated 07-May-2014)
LEAs can expect the administration of the FT to take approximately 3.5 hours per student. This is approximately the same length as the operational assessments. The FT is intended to be administered over multiple sessions of about 45 minutes each, but may be administered in shorter or longer sessions as appropriate for the students and the school.

20. **Can students from multiple grade levels be assessed during the same test session?**
Yes. Students from multiple grade levels can be assessed concurrently in the same room while an administrator uses a computer to monitor the progress of students who are testing.

21. **What item types will the FT include?**
The FT will engage students in a computer-based component and performance task component. Item types will include those that will be found on the operational assessments beginning in the 2014-15 school year: multiple-choice, matching, fill-in tables, drag and drop, graphing, short text, long essay. Each FT will include a performance task.

22. **What does the term "stimulus" refer to in test items—the question, the reading passage, or both?** (updated 07-May-2014)
The stimulus may be any text, including reading passages that the student reads before answering the test item. A test item is a test question, a reading passage, or a performance task.

23. **Is the FT be adaptive?**
No. The FT will give students an experience similar to that of the operational test in that each student will take a performance task component and a component designed to test new items for the adaptive test. During the FT, students will encounter the same mix of content, item types, and cognitive complexity that will be present on the 2015 operational test.

24. **Is there be a paper-and-pencil version of the FT?**
No. The FT is meant to "test the test" mimicking as close as possible the operational testing conditions. Therefore, the FT is strictly a computer-based modality. However, for the operational assessments that begin in the 2014-15 school year, a paper-and-pencil version will be available for up to three years to provide ample opportunity for LEAs to build their technology infrastructure.

25. **Is the use of scratch paper allowed during the Field Test?**
Yes. The use of scratch paper is permitted as a non-embedded universal tool, as specified in the Smarter Balanced *Usability, Accessibility, and Accommodations Guidelines*.

26. **The Test Security Affidavit that appears in the CAASPP regulations states, "I will not include, nor will I display, a pupil's name and Statewide Student Identifier (SSID) together in any written or electronic format." Does this statement prohibit a CAASPP test examiner from providing each pupil with their *first name only* and SSID in written or electronic format in order for the pupil to log into the FT?** (added 05-Mar-2014)
No. The regulations prohibit a pupil's full (i.e., first and last) name and SSID from appearing together in any written or electronic format. For the purposes of CAASPP testing (including the FT), a test examiner may provide each pupil, in a written or electronic format, with his or her *first name only* and SSID. These two pieces of information, which are required for the pupil to log into the FT, together are considered secure material. Therefore, they must be provided to, and viewable only by, the pupil to whom the login information pertains. In addition, either format in which this information is provided must be returned to the CAASPP test site coordinator immediately after testing for confidential destruction.

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CALPADS and TIDE

(added 07-May-2014)

27. **What is the fastest way to get a replacement password for a site coordinator or a test administrator?**
This must be done by contacting the CalTAC Help Desk at 800-955-2954 or caltac@ets.org.

28. **What is the "streamlined interface" accommodation allowed in TIDE?**
The streamlined interface accommodation provides students with an alternate display of the item and stimulus with more white space and a separation of instructions from the question.

29. **Where in TIDE can LEAs indicate that a student was opted out from testing?**
Currently, TIDE does not have capability for LEAs to specify that a student did not test because of parental opt-out. Please be aware that parent exemptions from testing are currently not reported through CALPADS. Per state law, as a condition to receiving apportionment funding, LEAs will be required to track and provide to the CDE the number of parent exemptions by grade for each student not tested with any portion of the required Smarter Balanced field test, CSTs in science, CMA in science, or CAPA assessments. This information will be collected through the 2014 CAASP Apportionment Information Report in October 2014. More information regarding these apportionment reports will be provided in October 2014.

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Student Supports for the Smarter Balanced Field Tests

(added 07-May-2014)

30. **Which accommodations are available for the FT?**
The Smarter Balanced *Usability, Accessibility, and Accommodations Guidelines* provide a list of the available tools, supports, and accommodations for use on the FT. The *Guidelines* also include guidance on the recommended use of each tool, support, and accommodation for specific student access needs.

31. **Generating the Braille version of the Smarter Balanced Field Test requires the use of a very expensive printer. If an LEA has a student who requires a Braille version, may this student be tested in another LEA that has the special printer?** (added 07-May-2014)
Yes. The test administrator from the student's LEA should accompany the student to the site where testing will take place and log in to create a test session from that location.

32. **What is the difference between text-to-speech and read-aloud, as allowed on the Field Test?** (updated 07-May-2014)
"Text-to-speech" refers to an embedded designated support or accommodation in which the text of the item or passages, depending on the subject and grade, is read aloud to the student via embedded technology and delivered to the student through headphones. Text-to-speech does not require a separate setting. "Read-aloud" refers to a non-embedded version of the same designated support or accommodation in which the text is read to the student by a human reader. The read-aloud must be administered in a separate setting to allow for one-to-one administration without disturbing other students being tested.

33. **Are there specific qualifications that a "reader" has to meet for the read-aloud designated support or accommodation?** (added 07-May-2014)
Please see the Guidelines for Read Aloud, Test Reader (PDF), which provide guidelines and training requirements for the readers. Also see the CAASPP regulations (sections 850–68).

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Parents and Guardians

(added 07-May-2014)

34. **Where can parents and/or guardians find information about the Smarter Balanced Field Test?** (added 07-May-2014)
    Parents and/or guardians can go to the Students/Parents tab on the Spring 2014 Smarter Balanced Web page to find out more information about the Smarter Balanced Field Test.

35. **What procedures are in place to ensure student privacy for the Smarter Balanced Field Test?** (added 07-May-2014)
    Federal and state privacy laws, including the Family Educational Rights and Privacy Act of 2001 (20 *U.S.C.* Sec. 1232g) (FERPA), ensure privacy in all CAASPP assessments. The student-level data used to evaluate the responses of California students to the Smarter Balanced field-test questions are stripped of personally identifiable information and encrypted prior to being shared with the Smarter Balanced consortium.

36. **Is it sufficient for a parent to indicate, in writing, that his or her child is to be opted out from the Smarter Balanced Field Test, or must the parent specify English-language arts and/or mathematics?** (added 07-May-2014)
    Yes, it is sufficient for a parent to indicate that his or her child is to be opted out from the Smarter Balanced Field Test. If the parent is requesting an opt-out for a specific test only, the test should be specifically listed.

For More Information

Questions about the FT should be directed to the CDE California Assessment of Student Performance and Progress Office by phone at 916-445-8765 or by e-mail at caaspp@cde.ca.gov.

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Related Content

- Assembly Bill 484 Questions and Answers - Questions and answers regarding Assembly Bill (AB) 484, which establishes California's new statewide student assessment system. AB 484 was signed into law on October 2, 2013.
- Spring 2014 Smarter Balanced Field Test - Information on the Smarter Balanced Field Test that will be administered in spring 2014.

Questions: California Assessment of Student Performance and Progress Office | caaspp@cde.ca.gov | 916-445-8765

California Department of Education
1430 N Street
Sacramento, CA 95814

Last Reviewed: Wednesday, May 28, 2014

BILL ANALYSIS

AB 484
Page A

Date of Hearing: May 15, 2013

ASSEMBLY COMMITTEE ON APPROPRIATIONS
Mike Gatto, Chair

AB 484 (Bonilla) - As Amended: April 24, 2013

Policy Committee: Education
Vote:6-0

Urgency: Yes State Mandated Local Program: No Reimbursable: No

SUMMARY

This bill extends authorization for the state's K-12 assessment system from July 1, 2014 to January 1, 2024 and renames it the California Measurement of Academic Performance and Progress for the 21st Century (CalMAPP21). Suspends non-core subject area California Standards Assessments (CSTs) administered under the Standardized Testing and Reporting (STAR) program, beginning in the 2013-14 school year, until new assessments addressing the Common Core (CC) Standards are developed and implemented. Specifically, this bill:

1)Defines CalMAPP21 as the comprehensive assessment system with the primary purpose of modeling and promoting high-quality teaching and instruction using a variety of assessment approaches and item types in both the federal Elementary and Secondary Education Act (ESEA) required and non-required ESEA subject areas.

2)Requires only the following STAR assessments to be administered beginning in the 2013-14 school year: (a) core subject area CSTs in grades 3-11 necessary to satisfy the federal No Child Left Behind Act of 2001 (NCLB - current version of the ESEA); (b) the California High School Exit Exam (CAHSEE); and (c) assessments augmented as part of the Early Assessment Program in grade l1 until new CC Standard assessments are developed and implemented.

FISCAL EFFECT

AB 484
Page B

1)CalMAPP21 Costs<1> :

a) 2013-14 Fiscal Year (FY) : Total GF/98 STAR contract and apportionment savings of approximately $15.1 million to only administer the required ESEA assessments. Of this savings, approximately $11.3 million is contract savings and $3.8 million is apportionment savings. The state provides local education agencies (LEAs) and charter schools with an apportionment reimbursement of $2.52 per pupil for administering these assessments.

b) 2014-15 FY and beyond : While the actual costs of administering the Summative Multi-State Assessment Resources for Teachers and Educational Researchers (SMARTER) Balanced Consortium assessments are not finalized, initial estimates indicate annual total costs would be approximately $97.1 million GF/98 at full implementation, which is approximately $31.1 million GF/98 more than currently being allocated annually for the STAR program at full implementation. This assumes grades 3-11 are assessed ($66.4 million) and grade 9, 11, and 12 receive an "add-on" assessment ($30.7 million). The consortium assessments are vastly different than the current STAR assessments. For example, these assessments are designed to be online and computer adaptive as opposed to the paper - and - pencil STAR assessments currently administered to pupils. Likewise, there will be optional initial and formative assessments as part of this system. These assessments will be given throughout the year to help teachers and administrators receive interim data on how pupils are progressing on academic content throughout the year.

2)Other Costs .

a) GF administrative costs to SDE, likely between $500,000 and $1 million, to convene stakeholder groups to discuss the development of an alternative assessment for individuals with exceptional needs, a science assessment aligned to the Next Generation of Science Standards, and standards-aligned primary language assessment for English

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<1>These costs are GF/98 only and do not include federal funds. The state does receive federal NCLB Title VI funds to offset state assessments costs for the STAR program, the CAHSEE, and the California English Language Development Test.

learner (EL) pupils, as specified.

b) GF/98 cost pressure, at least in the tens of millions, to SDE to develop non-required ESEA assessments (e.g., history-social science, science tests at the high school level, primary language assessments, and high school math assessments) and the assessments referenced above for individuals with exceptional needs and EL pupils.

c) GF/98 costs likely between $500,000 and $1 million, to SDE to contract for a multi-year, independent evaluation of CalMAPP21, as specified.

SUMMARY CONTINUED

1)Requires all LEAs and charter schools, beginning in the 2014-15 school year, to administer consortium assessments in ELA and mathematics in grades 3-8 and grade 11 and use these assessments to replace previously administered STAR assessments in these grade levels to satisfy federal ESEA requirements.

2)Eliminates the administration of second grade tests in the state's assessment system and those tests not required under the federal ESEA (see chart below). Further exempts recently arrived EL pupils (an EL pupil who has been enrolled in school for less than 12 months) from taking the consortium English language arts (ELA) assessment.

3)Eliminates the primary language assessments in ELA and mathematics administered to EL pupils in grades 2-11 from the state's assessment system.

4)Eliminates existing apportionment funding provided to school districts, COEs, and charter schools for the administration of the following: (a) other achievement tests in grades other than those required under CalMAPP21, (b) alternative assessment for individuals with exceptional needs, and (c) the primary language assessments for EL and non-EL pupils.

5)Requires school districts and charter schools, in the 2014-15 school year, to receive the same amount of STAR apportionment as received for the 2013-14 school year, with the requirement that districts and charter schools use the funds from the suspended assessments on CC implementation, including

professional development, technology to implement CalMAPP21, or other relevant activities.

6)Authorizes SDE, beginning with the 2013-14 school year, to make available to districts and charter schools suspended STAR test forms. Further requires school districts and charter schools that choose to administer suspended assessments to do so at their own expense, as specified.

7)Authorizes SDE to enter into contracts to implement CalMAPP21 and requires the State Board of Education (SBE), as it deems necessary, to revise state assessment regulations (including establishing emergency regulations) for the purpose of implementing the new assessment system.

8)Requires the SPI, with SBE approval, to provide for the development of an alternative assessment for individuals with special needs and the degree by which pupils are achieving the academically rigorous content standards, as specified.

9)Requires the SPI to make recommendations to the SBE regarding science tests required under NCLB within six months of the adoption of the Next Generation Science Standards.

10)Requires the SPI to consult with stakeholders and subject matter experts in determining how to assess non-required ESEA subject areas, including, but not limited to, science, mathematics, history-social science, technology, and visual and performing arts. This involves developing a plan by January 15, 2015, as specified.

11)Requires the SPI, contingent on funding for this purpose, to consult with stakeholders (including EL experts) to determine if a stand-alone ELA and mathematics primary language assessment is needed to supplement the consortium assessment. Further requires this work to be completed by November 2014.

12)Requires SDE, contingent on funding for this purpose and by December 1, 2014, to identify existing grade 2 assessments in ELA and mathematics available for a diagnostic use by school districts, as specified.

13)Requires SDE to administer an LEA survey to determine how school districts are progressing toward implementation of a technology-enabled assessment system and update the results

biannually. Further requires the SPI to make recommendations to the Legislature, on or before January 31, 2014, to identify LEA needs in order to implement the system.

14)Requires SDE to contract for a multi-year independent evaluation of the assessments, including annual reports.

15)Requires the Superintendent of Public Instruction (SPI) to produce assessment materials for parents in languages other than English, upon determination that funds are available for this purpose.

COMMENTS

1)Rationale . As a condition of applying for the federal Race to the Top (RTT) grant program, states were required to adopt the CC Standards in ELA and mathematics by the fall of 2010. In August 2010, the SBE adopted these standards.

The U.S. Department of Education, using Race To The Top grant funding, issued a competitive grant for the development of a comprehensive assessment system based on the Common Core (CC) Standards in ELA and mathematics that would adhere to the testing requirements of the federal Elementary and Secondary Education Act (ESEA). ESEA requires testing in ELA and mathematics in grades three through eight and once in grades 10 through 12.

Two assessment consortia were funded through this process: the Partnership for the Assessment of Readiness for College and Careers and the SMARTER Balanced Assessment Consortium. Each consortium was awarded grant funding to develop an assessment system aligned to the CC Standards in ELA and mathematics and to help participating states implement the standards and the common assessments. Both consortia are scheduled to operationalize assessments 2014-15 and include use computer administered assessments.

In June 2010, California joined the SMARTER Balanced consortium. Participation in this consortium requires California to administer and use the assessments developed by the consortium to meet the ESEA Title I requirements in the 2014-15 school year. This bill implements this requirement and specifies the primary purpose of the state's assessment system - CalMAPP21 - is the consortium assessments, as

specified.

2)Current law establishes STAR as the state's primary K-12 assessment system . This program consists of three elements:

(a) California Standards Tests (CST), including tests in Spanish for specified grades; (c) the Spanish Assessment of Basic Education primary language test, and (d) the California Alternative Performance Assessment for special education pupils. The STAR program is scheduled to sunset in 2014. This measure renames the state's assessment system and provides that only those CSTs administered in grades 3-8 and grade 10 will be administered in the 2013-14 school year.

The following table displays the current STAR assessments and whether or not they are included in the proposed CalMAPP21, as specified.

Assessment	Required (per ESEA)	Suspended (non-ESEA)
ELA - Grade 2		X
ELA - Grades 3-8	X	
ELA - Grades 9-11		X
CA Alternative Performance Assessment (CAPA) - ELA - Grade 2		X
CAPA - ELA - Grade 10	X	
CAPA - ELA - Grade 11		X
Math - Grade 2		X
Math - Grade 3-8	X	
CAPA - Math - Grade 9		X
CAPA - Math - Grade 11		X
Algebra I - Grades 7-8	X	

General Math - Grade 8	X	
Geometry - Grade 8	X	
Algebra II		X
Summative Math - Grades 9-12		X
Integrated Math - Grades 9-12		X
CAPA - ELA - Grades		
Science - Grade 5	X	
Life Science - Grade 10	X	
Biology		X
Chemistry		X
Earth Science		X
Physics		X
Integrated Science		X
History-Social Science - Grade 8		X
U.S. History - Grade 11		X
Primary Language Assessment (ELA - Grades 2-11)		X
Primary Language Assessment (Math - Grades 2-7)		X

3)Elimination of the primary language assessment . SB 1448 (Alpert), Chapter 233, Statutes of 2004, required SDE to establish primary language CSTs for ELA and mathematics. To date, there are Spanish CSTs available for pupils enrolled in grades 2-11 in ELA and for pupils enrolled in grades 2-7 in mathematics. Also, Spanish CST are available for pupils enrolled in algebra I and geometry. Statute authorizes a pupil to take a primary language CST. The pupil, however, is required to take this assessment in addition to all CSTs in English for specified subjects (i.e., ELA, mathematics, history/social science, and science). According to SDE, 34,346 EL pupils took the Spanish CSTs in ELA and 36,887 EL pupils took the Spanish CST for mathematics in 2012.

Current law authorizes EL pupils enrolled in school less than 12 months or who receive primary language instruction and non-EL pupils, as specified, to take the standards-aligned primary language assessment. This information provides valuable information on a pupil's knowledge of the ELA and mathematics standards. For example, an EL pupil may have academic content knowledge, but this knowledge cannot be measured accurately if he or she does not understand the test because it is in English.

There were 1.4 million ELL pupils enrolled in California schools. This represents 22.3% of all children enrolled in school. According to SDE, 35% of ELLs are enrolled in kindergarten. The committee may wish to consider requiring SDE to continue administering the current primary language assessment and develop a new primary language assessment aligned to the CC Standards.

4)Related legislation .

a) AB 959 (Bonilla), pending in this committee, requires the SPI and the SBE, in consultation with the University of California (UC), the California State University (CSU), the California Community Colleges (CCCs), and other specified groups, to recommend specific use of the summative results of middle and high school Common Core (CC) assessments by UC, CSU, and CCCs for entry into college, course placement, career opportunities, and assessment programs at the college level.

b) SB 247 (Liu), pending in the Senate Appropriations

Committee, extends the STAR Program by two years from July 1, 2014 to July 1, 2016. This measure also eliminates the requirement that pupils in grade 2 be assessed in ELA and mathematics under this program and instead, requires SDE, beginning July 1, 2014, to make available to school districts information regarding existing diagnostic assessments that are appropriate for second grade.

Analysis Prepared by : Kimberly Rodriguez / APPR. / (916) 319-2081

The Smarter Balanced Technology Strategy Framework and Testing Device Requirements

2095

Smarter Balanced
Assessment Consortium

The Smarter Balanced Technology Strategy Framework and Testing Device Requirements

Smarter Balanced Assessment Consortium

Smarter Balanced is a state-led consortium developing assessments aligned to the Common Core State Standards in English language arts/literacy and mathematics that are designed to help prepare all students to graduate high school college- and career-ready.

Introduction

This report presents a framework for collective technology planning among the Smarter Balanced Assessment Consortium member states. The plan emphasizes the critical need for technology to support student learning with the Smarter Balanced Assessment System minimum requirements as context and milestones. The minimum requirements are based on expert judgments regarding instructional technology, district interviews, input and feedback from various national experts, specific guidance and direction from the Smarter Balanced executive team and the Technology Approach Work Group, and an independent review of data collected from the Smarter Balanced Technology Readiness Tool.

These data and reviews indicate that the administration of online adaptive assessments, similar to those administered in a number of Smarter Balanced states at this time, can largely be executed with the hardware and infrastructure that exists in schools today. Key strategies for successful implementation of the Smarter Balanced Assessment System will include:

- Implementing strategic approaches to testing schedules that leverage the testing window.
- Evaluating and addressing any problems with actual bandwidth levels at a given school site (i.e. the pipeline throughout the school, not just the bandwidth to the school).
- Ensuring continual basic maintenance and upkeep of existing assets.

This report describes two levels of hardware specifications: minimum specifications and recommended guidelines. A school that implements only the minimum specifications (e.g., bandwidth and computers) will be able to implement the Smarter Balanced Assessment System successfully, but the individual testing experience for any particular student may have periods of slowness during which the computer experiences brief moments of data lag or delay, which will not disable the exam, but will merely result in the system taking a few additional seconds to capture student responses and render the next question or item. In addition, some students with special needs may not be able to use computers that meet only the minimum specifications. Students in schools that implement the Smarter Balanced Assessment System in a manner consistent with the recommended guidelines will tend to experience few, if any, periods of slowness as described and will have a more fluid testing experience.

Smarter Balanced intends for there to be at least two methods by which states are able to implement the Smarter Balanced Assessment System.

1) States will be able to administer the Smarter Balanced Assessment System using the Smarter Balanced–developed applications by procuring hosting and helpdesk services.

2) States will be able to procure test administration platforms, hosting and help desk services that vendors have verified using the Smarter Balanced Implementation Readiness Package. Smarter Balanced's Architecture Review Board is considering methods to establish comparability among test administration platforms.

Although comparable approaches to administering the Smarter Balanced Assessment System are likely to have similar requirements to the Smarter Balanced–developed applications, this document only describes the requirements to use the Smarter Balanced–developed applications.

Two additional factors should be considered when reviewing this document:

1) The specifications described in this document are minimum specifications necessary for the Smarter Balanced assessment only. Minimum specifications to support instruction and other more media-heavy applications are higher than those necessary for the assessment.

2) The Smarter Balanced minimum specifications for assessment were deliberately established as a low entry point to help ensure that technology-purchasing decisions are made based on instructional plans and to increase the likelihood that schools will successfully engage in online testing.

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The Smarter Balanced Technology Strategy Framework and Testing Device Requirements

I. Overview of the Smarter Balanced Technology Strategy Framework

By 2014–15, most students in public schools will engage with a variety of computer-based instructional modules and/or computer-based assessments. The rationale for this trend is well described in the U.S. Department of Education's regulations regarding the Race to the Top Assessment Program:

> *States need assessment systems that better reflect good instructional practices and support a culture of continuous improvement in education by providing information that can be used in a timely and meaningful manner to determine school and educator effectiveness, identify teacher and principal professional development and support needs, improve programs, and guide instruction.*
>
> — Overview Information; Race to the Top Fund Assessment Program, USDOE Federal Register, Vol. 75, No. 68 (http://www.gpo.gov/fdsys/pkg/FR-2010-04-09/pdf/2010-8176.pdf)

As a continuing part of their local efforts to better serve their students and as participants in the Smarter Balanced Assessment Consortium, schools, districts, and states are evaluating the capacity of their schools through surveys of existing technical infrastructure and devices and potential future purchasing trends. These data are being used to derive strategies in response to the desire to move national assessment instruments, processes, and data aggregation and reporting into the digital age.

Implementing a watershed change in the use of educational technology by 2014–15 is made more complex by the growing shift in computing device form factors, which will inevitably involve one of the largest hardware/software migrations encountered within education over the last 25 years. During this transitional period, districts will rely heavily upon the traditional desktops and laptops that all educational institutions have used as the core framework for their technical ecosystems, while simultaneously testing and planning for more mobile data- and network-enabled devices (tablets, e-readers, smartphones, etc.) that have penetrated the consumer markets and the lives of students and teachers.

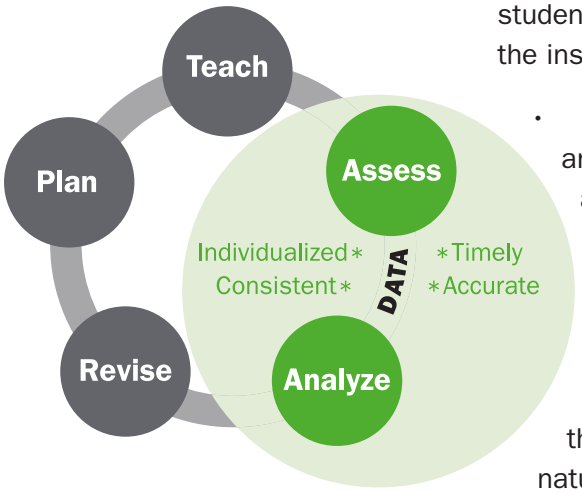
Despite significant challenges, there is a clear opportunity for dramatic success. By developing a common assessment with common technology requirements, states and districts create a roadmap for the requirements of the future. In addition, the diversity of device types that are available provides districts with a range of options that can best address their specific program needs. Finally, there are many states that can serve as exemplars of success regarding online assessment, online instruction, and technology planning. By combining the expertise of these states, the best elements of existing programs and descriptions of educational technology best practices can be identified.

As such, this document is intended to be a living document that provides districts with basic information that is necessary to assist them in their plans for the continued use of legacy systems as instructional resources and as delivery devices for online assessments. Many districts will, by design or by need, have to consider the implementation of changes to their systems of information technology. This may include some elements of new hardware in the form of desktops, laptops, and thin clients, as well as devices less familiar to district IT support personnel, including mobile devices such as tablets. Changes in devices may require subsequent changes to networks such as including new wireless networks or upgrading existing wireless networks. Many districts will have to establish new policies to address the new technologies such as 1:1 initiatives, processes for checking computers out through the school's library/ media center, moving devices from class to class in a cart, and the use of student-owned/-managed devices.

Districts will be asked on various levels to explain the impetus for changes to their local technology plans and the reasons behind them. Whether working with individual schools and the instructional staff or communicating with their local stakeholder organizations and community, this document will also assist districts in better articulating that the national programs and local strategies require different technologies to yield the full anticipated benefits of teaching and learning improvements.

These advantages include:

- **Timely Data:** Immediate access to individual student performance data to help educators more readily know where students are on a given continuum of skills can better support the instructional planning processes.



- **Individualized, Accurate Assessment:** Districts' teachers and instructional leaders can deliver specific computer-adaptive interim and summative assessments tailored to the needs of various students. As students encounter assessments that actively calibrate performance item-by-item, a more precise pathway is generated to understand students' levels of proficiency and to better identify the specific individual skills they possess as well as the gaps that persist in their performance over time. The adaptive nature of this test is particularly suited to addressing the special needs of some learners with specific adaptations tailored to their unique designations.

- **Accessible Reports:** Structured and adaptable information on student achievement across grades and subject areas enables teachers, administrators, and district leaders to have focused, data-supported dialogue on students' needs to better articulate support, communication, and budgets around those needs.

- **Increased Efficiency and Security:** There will be a significantly reduced need to produce and physically secure, transport, and disseminate hard-copy assessments and to require constant and scrupulous monitoring of millions of paper items across districts and states.

States that use computer-based assessments typically have more capacity in the form of data structures to quickly pinpoint student progress toward learning outcomes. The strategic type of **Learning Analytics** that can be generated from these data structures increases schools' and districts' capacity to convert the data into information that can inform the instructional analysis and planning cycle. Intervention plans for students not meeting achievement expectations can be targeted and specific to precise skill gaps. Finally, computer-based assessments are more conducive to identifying successful programs that can be replicated.

Defining Learning Analytics

Learning analytics loosely joins a variety of data-gathering tools and analytic techniques to study student engagement, performance, and progress in practice, with the goal of using what is learned to revise curricula, teaching, and assessment in real time…A key application of learning analytics is monitoring and predicting students' learning performance and spotting potential issues early so that interventions can be provided to identify students at risk of failing a course or program of study.

— Johnson, L., Smith, R., Willis, H., Levine, A., and Haywood, K., (2011). The 2011 Horizon Report. Austin, Texas: The New Media Consortium.

With a robust technology system that supports computer-based instruction and assessment, the understanding of student needs allows educators to more quickly identify gaps in effective instructional content and address those gaps by procuring a diversity of materials aligned to the Common Core State Standards as to share successful instructional strategies that leverage those materials. Policymakers at district and state levels can make informed decisions about the strategic allocation of resources by analyzing where investments have generated results, and the degree to which students are experiencing similar success consistently across schools and districts.

The information provided herein is a compilation of data, research, general form-factor specifications, and field-based analysis generated through a broad spectrum of input, recommendations, and interviews. The intent of this material is to assist districts within Smarter Balanced in creating a forward-looking vision and related strategies for the implementation of next-generation assessments that accurately measure student progress toward college- and career-readiness as aligned to the Common Core State Standards by 2014–15.

"When considering the transition to online tests, I would want other districts in other states to emphasize money, resource and time savings; ease of exam organization and administration; and immediate feedback, as direct benefits to teachers and students."

— Oregon School District Administrator of Technology and Assessment

As a lead-in point, it is important to note that a common theme resonated across numerous direct interviews and inquiries with state department-level personnel and district technology and assessment coordinators directly involved with administering online computer-adaptive tests; these tests save time and money, and teachers are vehement that the tests have helped them to better understand their students' needs. They are able to have better conversations about students and learning, and they would be averse to returning to their traditional assessment methods.

Based on the general research and data reviews conducted for the development of these guidelines, we believe that most districts will find much of their existing infrastructure and device inventory will serve to administer the online assessments. By all estimations at this time, the need for states and districts to secure large volumes of hardware and infrastructure purchases between now and the 2014–15 school year is not consistent with the implementation data available. Where purchasing considerations are necessary, the information within this document will assist in early thinking and considerations for districts and schools.

II. Summary of Statewide Technology Readiness Survey

*School Systems Trends Nationally

Common survey data from United States schools continues to illuminate an array of existing hardware/software deployed across myriad networks and infrastructures. However, even with this seemingly diverse tapestry, certain trends or configuration patterns surface in terms of how K-12 provisioning of hardware, operating systems, and network data infrastructures have been designed over the past decade.

*Technical trends data are largely drawn from *A Summary Report for the July 15, 2012 Data Snapshot* as prepared by Pearson for Smarter Balanced and PARCC.

- **Hardware:** Primarily Windows-based desktops and laptops
- **Operating Systems:** Primarily Windows XP or 7
- **Productivity Software:** Microsoft Office Suite (2003–2010)
- **Network Data Bandwidth:** (incoming/internal): 10 Mbps/10–100 Mbps

To rely exclusively on this "majority profile" would misrepresent the whole picture; however, as there are significant numbers of schools in all states running everything from Mac OS 10.3 on "clamshell"-style iBooks to new tablets running Android's Ice Cream Sandwich.

Therefore, this document will examine a number of these data, as related to the trends that have surfaced across the nation, and ask that districts then consider this global information prior to distilling it to a more specific study of their own technology readiness for implementation of the online computer-adaptive assessments to be executed in the 2014–15 school year.

Overview of Report Data	Type of Site-Based Devices in General
Total Device Counts in Report: **5,977,387** Total District Counts in Report: **11,789** Total School Counts in Report: **56,268**	• 59.6% of devices are desktops/laptops • 10.1% are netbooks, tablets, or other mobile-type units *30.3% of devices in count were not specified by type.*

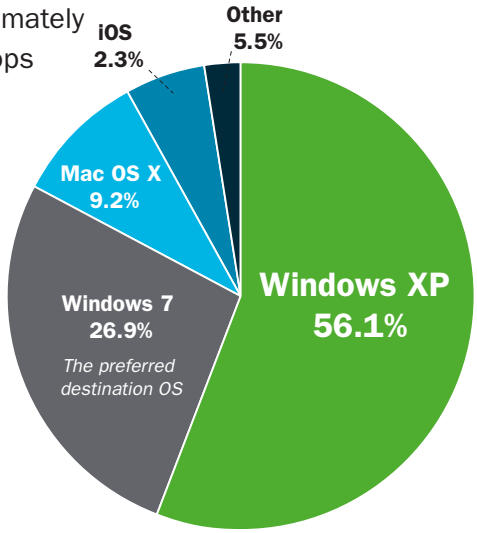
As shown above, the data set for assertions made within this document is derived from a large device count. While some discrepancies can be found in the more granular information collected from states, in terms of non-responses and culling of federal data in place of a direct, current accounting for some items, the overall trends presented are valid and persistent across states due to the overall size of the sample.

As such, if we can assume that the 30.3% of devices that went unidentified (primarily due to two states' failure to report information on device type) were to follow the desktop/laptop-to-mobile device ratio established by those states that did report device type, approximately 85% of the computing devices in districts are desktops or laptops and 15% are mobile devices.

Operating System Trends in U.S. K-12 Schools

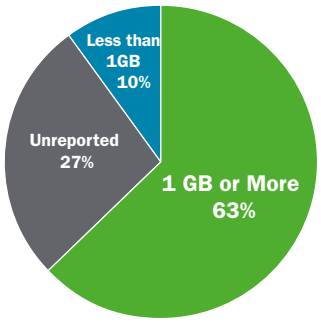
District Takeaway #1: Plan to migrate from Windows XP to newer OS within two years of Microsoft's support end date of April, 2014.

While the online assessment will be able to run on Windows XP in 2014–15, districts are strongly urged to consider a transition plan to migrate units off of Windows XP, as it will be a non-supported OS by April of 2014 according to Microsoft. At this time, Windows 7 is a preferred destination OS. Windows 8 has not been fully tested, but is anticipated as an acceptable OS for Smarter Balanced assessments in coming years. Please note that this is only a recommendation; Windows XP will continue to be a viable OS to execute the assessment solution package beyond Microsoft's support end date, and many districts will still have other programs that are dependent on XP in various instances.



Operating Systems Deployment

The graph above shows current operating systems usage. Districts are strongly urged to consider a transition plan to migrate units off of Windows XP.



Internal Memory

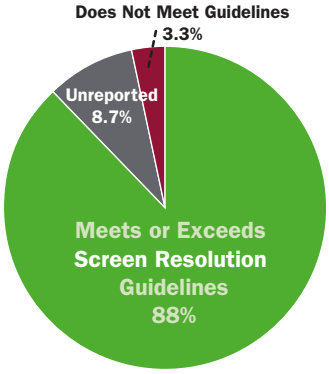
The graph above shows current internal memory usage. Districts should upgrade computers to at least 1 GB of internal memory.

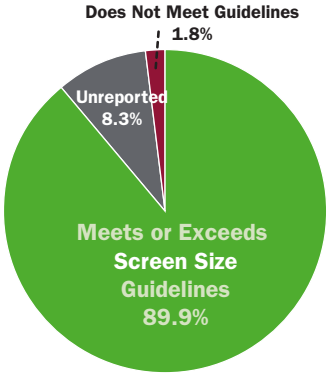
Internal Memory Trends in U.S. K-12 Schools

District Takeaway #2: all districts should upgrade computers to at least 1 GB of internal memory.

It is anticipated through projecting the trends seen above that the majority of the unreported numbers would most likely end up coming in at 1 GB or more in internal memory. New purchase guidelines call for at least 1 GB and in terms of upgrading older machines, internal memory is one of the least expensive and easiest upgrades to conduct.

It is important to note that computers meeting the minimum required operating systems, with ample bandwidth, can and will be largely marginalized in their overall performance if enough internal memory is not accessible to run browsers simultaneously with other core operations on a given unit. And, given the relatively low-costs for upgrading memories as stated above, it is recommended that district's perform such upgrades as a means to enable more units for effective assessment use.





Screen Resolution and Screen Size Trends in U.S. K-12 Schools

District Takeaway #3: Ensure that devices have a visual display of no less than 9.5-inch screen dimension (10-inch class) supporting at least 1024x768 resolution.

While smaller screens can achieve the required resolution, a minimum display size is also required to ensure that all text and diagrams are legible. Ten-inch class devices (defined as a minimum of 9.5 inches measured diagonally) are the minimum requirement for Smarter Balanced Assessments. Districts planning to use tablets will need to provide external keyboards for students to maximize viewing space on their devices.

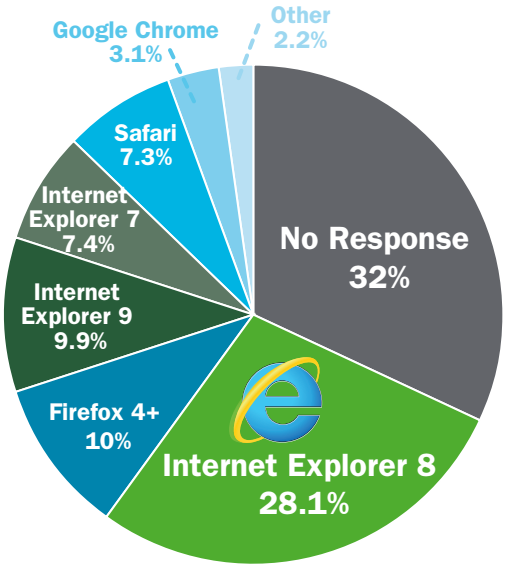
Screen Resolution and Screen Size Trends

The graphs on the left show current screen resolution and screen sizes.

Internet Browser Trends in U.S. K-12 Schools

District Takeaway #4: The student testing site ultimately operates on secure browsers.

While various components of the online assessment package (such as the test administrator live site, training site, and the online student practice tests) are executed on various web browser/OS configurations, the actual student testing site can only be operated on a series of secure browsers as generated by the Smarter Balanced solution for various operating systems. *(An example of the AIR's existing secure browser download interface is below.)*



Secure Internet Browsers

The graph above shows current Internet browser usage. Districts should plan to download the latest secure browser from the AIR website.

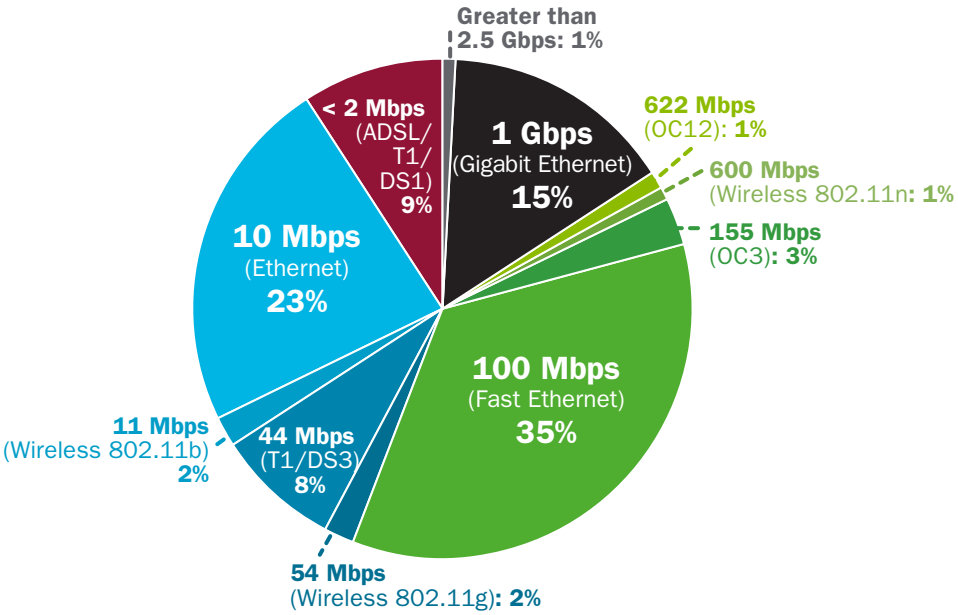
In general, various versions of Internet Explorer, Safari, and Firefox are supported on the non-student assessment tools online. A full table of browser and OS compatibility specifications is available in Section III of this document for accessing those other, various parts of the assessment bundle.

Internet Connection and Internal Bandwidth Trends in U.S. K-12 Schools

District Takeaway #5: Once the assessment is running, estimates show it draws approximately 5–10 Kbps per student for most current testing.

Site Internet Connection

*In addition to the graph's connectivity data, schools' internal network bandwidth is largely reported at 100 Mbps to 1 Gbps (90% of responding sites).



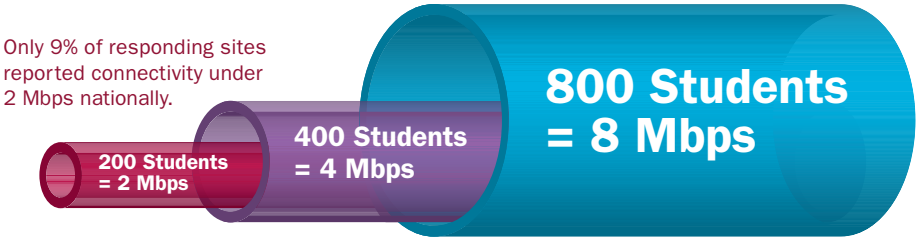
American Institute for Research

The American Institute for Research (AIR) has received the Smarter Balanced contract to develop the online adaptive assessment component. The following information is a compilation of materials and information published courtesy of AIR and can be used as general, preliminary assertions for bandwidth calculations.

These tests include animations, technology-enhanced items, and other state-of-the-art functionality.

The actual bandwidth demands will depend on the media included in the Smarter Balanced tests. For example, one English language proficiency test includes recorded audio and a speaking component, which captures oratory responses. This type of media can increase the bandwidth. We currently estimate that the Smarter Balanced assessment will require 10–20 Kbps per student or less.

For basic calculations, consider the typical bandwidth draw of 10 Kbps and multiply by number of students for an estimate of bandwidth needs to deliver the assessment in its most intensive iteration. Therefore, 100 students assessing simultaneously could draw up to 1,000 Kbps (1 Mbps) as a reasonable estimate.



If districts base their general calculations for every **100** students as a multiple of **1 Mbps** to predict the highest estimated bandwidth needs for the most "network-intensive" parts of the test, they can create basic, peak requirement calculations.

Of course, **it is important to note** that all districts will ultimately want to make use of the network diagnostic assessment tools that will be developed to finalize local testing and calibrate definitive load specifications for each school site and devices therein, **particularly when the school is in session and drawing bandwidth to other, daily network and data-intensive operations on campus.**

For wireless access, connections using an 802.11g access point can reliably support a maximum of 20 PC and/or Mac workstations that use wireless cards with either the 802.11g or the 802.11n standard. If your access point is 802.11n, and the devices are equipped with 802.11n cards, then up to 40 units can be supported over wireless given appropriate network connectivity.

(All estimates are dependent on ample bandwidth coming to the site and/or to the wireless access unit for distribution out to testing devices.)

Bandwidth Note

Sites with lower bandwidth (such as those still operating on T1 connections) can still deliver the assessment effectively, but will experience some latency in data transfer.

III. Overview of the Smarter Balanced Assessment System Implementation

Smarter Balanced's online assessment solution will use a standards-based computer-adaptive testing system in which items are selected to a) ensure that every student is tested on the full breadth and depth of content and b) provide each student with items that are both accessible and challenging. All public-facing components of the system are accessible via an online remote portal and can be accessed by a variety of common web browsers for the administrative and diagnostic resources, while the actual student test itself is accessible online via a secure browser released for supported operating systems. Access to various applications is dependent on user roles, which will be defined by the Consortium. The Smarter Balanced assessment is a web-based application and requires no local servers. For privacy and security, all communication is encrypted using https. Local Web proxy caching servers are not recommended and are typically ineffective when using an encrypted protocol.

Current versions of the online assessment solution are made up of the following primary components: Test Information Distribution Engine, Training Site, Student Practice Tests, and Operational Testing Sites.

"In our state, we were planning to phase in computer-based, online testing with AIR starting in 2008 with an anticipated full implementation to occur over a 3 year cycle, but when we encountered significant budget constraints in '09-'10, we opted to implement the online assessments as a replacement to our existing paper/pencil programs as a cost-savings decision. Despite that some allocations had to be made to increase our device numbers in certain schools, we were ultimately able to significantly decrease our overall assessment administration budget and had a fraction of the security incidents we previously had to investigate and document."

— State Dept. of Education Technology & Assessment Personnel

Data Reporting Facets and Dashboards

Amplify Insight has been identified as the Smarter Balanced vendor for data-aggregation and reporting systems and features. While they are just now beginning their initial steps in analyzing the reporting needs of Smarter Balanced districts and schools, initial recommendations for browsers to access data reports include **Google Chrome, Safari on iOS (Apple devices), Firefox, and Internet Explorer 8 and above.**

Each year, Smarter Balanced anticipates releasing a new set of secure browsers. These browsers prevent students from accessing other applications and copying or creating screenshots. The browser must be installed on each computer used for online testing. The secure browser must be installed on a yearly basis due to implementation of new features in the test delivery system and to support operating system

updates. The browser can be installed individually on each computer or deployed to all computers through a distributed, remote administrative process across multiple computers on a school's network.

Secure browsers are necessary for delivery and access of the student assessments exclusively. However, all of the other components of the assessment package, including the Test Administration Tools, the Student Practice Tests, and the Test Administrator Interface, are facets that can be accessed by standard web browsers.

Secure Browser Specifications

Secure browsers are released annually for the student summative assessment in order to create a simple, secure interface for students to access only the test without any other online-enabled utility. With the secure browsers, students may only access the exam.

To deliver a secure summative assessment, the desktop needs to be restricted. This prevents students from accessing resources that compromise assessment results and otherwise allow students to breach the security of the assessment. To protect computers from malicious websites, browsers block access to operating system functions and do not generally allow server-side commands to control the computer. For example, without modification, off-the-shelf web browsers generally do not know if there are other programs running in the background (e.g., a recording program that might take pictures of the assessment items or record students' keystrokes). In contrast, the secure browser must monitor other activity on the computer and stop testing if any other programs run that may compromise the security of the test.

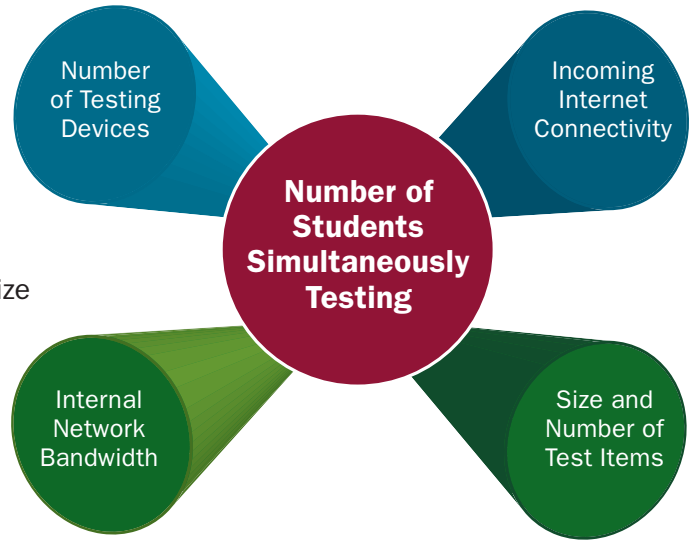
Although Smarter Balanced will continue to investigate the option of providing access to the assessment through server-based applets or commands, it is likely that secure browsers will continue to be required for at least the first two years of the operational assessment for most operating systems.

Operating System	Operating System Version	Secure Browser
Windows*	XP SP3, Vista, 7, 8, 8.1 Windows Server 2003, 2008, and 2012	Windows Secure Browser as released prior to school start
Mac OS X	10.4.4, 10.5 with PowerPC	Mac Secure Browser as released prior to school start
Mac OS X with Intel	10.4.4, 10.5, 10.6, 10.7, 10.8, 10.9	Mac Secure Browser as released prior to school start
Linux	Fedora 6 (K12LTSP 4.2) Ubuntu 9-12	Linux Secure Browser as released prior to school start
iOS	iOS 6 to iOS 7.1	iOS Secure Browser as released prior to school start
Android	Please see http://www.smarterbalanced.org for the current set of approved secure browsers and the devices for which they are approved.	Android Secure Browser as released prior to school start
Chrome OS	Chrome OS (v31–v34)	Chrome Secure Browser as released prior to school start

Operating system support is current as of August 2014. Please see http://www.smarterbalanced.org for the current set of certified secure browsers and the devices for which they are approved.

* Microsoft Windows tablets are subject to the same requirements as other Windows devices such as laptops and desktops. As of August 2014, Windows RT is not yet supported.

When administering the operational student test, the numbers of students that can simultaneously access and complete the assessment depends upon numbers of available devices and both the Internet connectivity and the internal network's capacity to distribute the incoming bandwidth delivered by that connectivity. Additionally, the size of the test itself and the size of each item as measured by bits of data per second can factor into delivery scenarios.



In preliminary interviews with both AIR and various districts administering the AIR solution it has been reported that its current states administer tests that can render within an average 5–10 Kbps per student bandwidth threshold. Additionally, all districts interviewed operated with an 8:1 to 11:1 student-to-computer ratio and were able to manage processing all students in a three-to-four-week assessment window. Smarter Balanced's assessment will render between 10–20 Kbps depending on whether or not a student is presented with a multimedia-based item. Smarter Balanced has reported its support of a twelve-week administration window to administer assessment components. Therefore, given data solicited for this report, districts should be able to accommodate even large-scale administrations by cycling rotations of grade-level assessment groups over time.

IV. Hardware and Software Requirements Overview

Basic hardware and operating system requirements developed by AIR for the Smarter Balanced assessment solution work to include a broad range of legacy systems and devices so that schools and districts can make use of many, if not most, of their existing investments.

Detailed information will be published by AIR as Smarter Balanced finalizes the test design and specifications. The chart below summarizes hardware and software specifications for both existing and new systems and can give districts a preliminary idea about their own local implementation planning for desktops/laptops/tablets.

The Smarter Balanced Technology Strategy Framework and Testing Device Requirements

Operating System	Minimum Smarter Balanced Requirements for Current Computers[1,2,3]	Recommended Smarter Balanced Minimum for New Purchases
Windows	Windows XP (service pack 3) Pentium 233 MHz processor 128 MB RAM 52 MB hard drive free space	Windows 7 to Windows 8.1 1GHz processor 1GB RAM 80 GB hard drive or at least 1GB of hard drive space available
Mac OS X	Mac OS X 10.4.4 Macintosh computer with Intel x86 or PowerPC G3 (300 MHz) processor, 256 MB RAM, 200 MB hard drive free space	Mac OS X 10.7 to OS X 10.9 1 GHz processor 1GB RAM 80 GB hard drive or at least 1GB of hard drive space available
Linux	Linux (Ubuntu 9-10, Fedora 6) Pentium II or AMD K6-III 233 MHz processor 64 MB RAM 52 MB hard drive free space	Linux (Ubuntu 11.10, Fedora 16) 1 GHz processor 1GB RAM 80 GB hard drive or at least 1GB of hard drive space available
iOS	iPads 2 running iOS6	iPads 3+ running iOS6
Android	Please see http://www.smarterbalanced.org for the current set of approved secure browsers and the devices for which they are approved.	Please see http://www.smarterbalanced.org for the current set of approved secure browsers and the devices for which they are approved.
Chrome OS	Chromebooks running Chrome OS (v31–v34)	Chromebooks running Chrome OS (v31–v34)

Minimum Computer Requirements

Minimum requirements represent a low compliance threshold. Districts should attempt to exceed these requirements as many machines operating at these levels could struggle with sufficient on-board memory and processing to run secure browsers as well as other simultaneous running programs accumulated on the device over time.

[1] The minimum Smarter Balanced requirements are generally equivalent to the minimum requirements of the associated eligible operating system. Users should refer to the minimum requirements of the operating system as a means of resolving any ambiguities in the minimum Smarter Balanced requirements.

[2] These guidelines do not supersede the minimum requirements of the operating systems.

[3] All hardware choices should consider the individual needs of students. Some students may need hardware that exceeds these minimum guidelines, and some students may require qualitatively different hardware. Tablets may require the use of a mouse.

Additional Requirements Applicable Across Operating Systems:

Device Requirements	Minimum Smarter Balanced Requirements for Current Computers
Screen Size	10” class or larger with 1024 x 768 display resolution
Headphones/ earphones	Available to students for use during the English language arts test and for students who require text-to-speech features on the mathematics test
Security	The device must have the administrative tools and capabilities to temporarily disable features, functionalities, and applications that could present a security risk during test administration.
Keyboards	External keyboards are required in all cases unless specified differently by a student’s Individualized Education Program (IEP) or 504 plan. Any form of external keyboard that disables the on-screen virtual keyboard is acceptable. This includes mechanical, manual, plug and play, and wireless-based (e.g., Bluetooth, RF, IR) keyboards. The intent of this specification is to ensure the required display area is available to allow students to read multiple sources of complex item text and respond to source evidence for analytical purposes. While wireless keyboards are permissible, districts should be aware that high-density deployments of wireless keyboards and mice might interfere with each other or with the wireless network. Therefore, they should test the room configuration before the examination date and consider wired alternatives.
Pointing Device	A pointing device must be included. This may consist of a mouse, touch screen, touchpad, or other pointing device with which the student is familiar.
Form Factors	No restriction as long as the device meets the other stated requirements. These forms include desktops, laptops, netbooks, virtual desktops and thin clients[4], tablets (iPad, Windows, Chromebooks, and Android), and hybrid laptop/tablets.
Network	Must connect to the Internet with a minimum of 20 Kbps available per student to be tested simultaneously. Local Web proxy caching servers are not recommended.

Minimum Requirements for Other Devices

Minimum requirements represent a low compliance threshold. Ultimately, districts should attempt to exceed these requirements as many machines operating at these levels could struggle with sufficient on-board memory and processing to run secure browsers as well as other simultaneous running programs accumulated on the device over time.

[4] The resources (e.g., memory and processors) available to each client need to be equivalent or greater to the requirements for standalone hardware.

Printers

Test administrators can print out test session information and in certain situations can approve student requests to print reading passages, and in very restricted circumstances print test items. It is strongly recommended however that test administrators be connected to a single local or network printer in the testing room.

Headphones

The English-language arts assessments contain audio (recorded and/or computer-based read-aloud), and students must be provided with headphones so they have the option to clearly listen to the audio in these tests. Similarly, some students may need the support of text read-aloud by the computer as part of the mathematics assessment. In these cases, students should be provided headphones as well. Districts are encouraged to test the quality of the headphones in advance, as many districts and schools opt to purchase fairly inexpensive, bulk-type units when it comes to headphones for general student use.

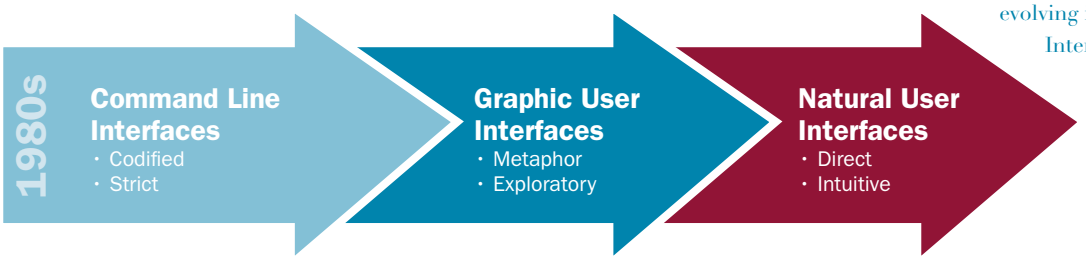
USB headphones are recommended, as they are typically plug-and-play devices. However, standard headphones connected via standard TRS (headphone jack) connections will suffice. Additionally, the computer-based read-aloud accommodation requires voice packs to be preinstalled on computers that will be used for testing. For Windows and Mac operating systems, default voice packs are typically preinstalled. For computers running Linux Fedora Core 6 (K12LTSP 4.2+) or Ubuntu 9–12, voice packs may need to be downloaded and installed. AIR tests a number of existing Windows and Mac internal voice packs as well as a number of fee-based external, third-party voice packs and releases a list of those best suited to the audio portions of their assessments.

It is assumed that most computers and similar devices come with requisite sound cards, but it is important to run the sample test, student tests, and diagnostic programs on all devices, particularly those that will be supporting audio in some form. At this time, neither microphones nor stylus devices have been identified as necessary input devices for the 2014–15 assessment implementation. However, Smarter Balanced anticipates integrating manipulative media and interactive data elements for students as a means to generate more authentic input capacities.

These advancements will ultimately help to capture predominant reasoning, drafting, revising, and general formative thinking processes taken by students when approaching solutions to various test items. Development in the arena of creating more Natural User Interfaces (NUI) that move away from the more codified and limited input facets of windows, icons, menus, and pointers and allow a student to create generative logic through writing, notation, computation, diagramming, and drawing, will assist in documenting student reasoning and overall performance. Multi-touch technologies like those present on most tablets will further enable these more natural input options; however, even stylus and pad devices made to operate on existing desktops and laptops can help expedite implementation of such features in the next three to five years on traditional form factors as well.

The Progression of Input Technologies

Input technologies transitioned from Command Line Interfaces (CLI) to Graphic User Interfaces (GUI) in the '80s and are now evolving into Natural User Interfaces (NUI).



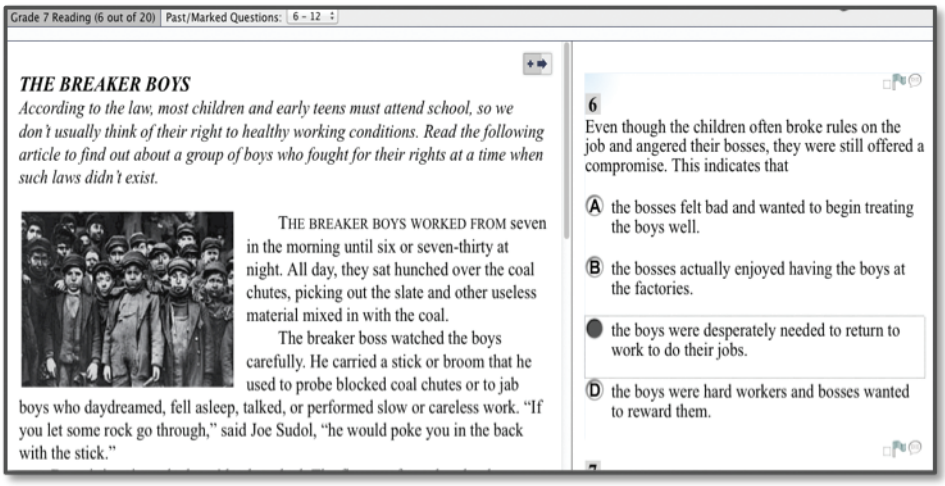
V. Planning for Future Technology Enhancement and Procurement

Smarter Balanced will review the minimum specifications annually and will target its end of support to align with the support timeline from the operating systems manufacturers. However, Smarter Balanced may determine based on input from its member states that Smarter Balanced's timeline needs to extend beyond the timeline from operating systems manufacturers.

Based on the general research and data reviews conducted for the development of this guideline, most districts will find that much of their

A Reading Assessment Excerpt

The screenshot on the right shows a reading assessment excerpt from a recent AIR adaptive exam.


Grade 7 Reading (6 out of 20) Past/Marked Questions: 6 – 12

THE BREAKER BOYS

According to the law, most children and early teens must attend school, so we don't usually think of their right to healthy working conditions. Read the following article to find out about a group of boys who fought for their rights at a time when such laws didn't exist.

THE BREAKER BOYS WORKED FROM seven in the morning until six or seven-thirty at night. All day, they sat hunched over the coal chutes, picking out the slate and other useless material mixed in with the coal.

The breaker boss watched the boys carefully. He carried a stick or broom that he used to probe blocked coal chutes or to jab boys who daydreamed, fell asleep, talked, or performed slow or careless work. "If you let some rock go through," said Joe Sudol, "he would poke you in the back with the stick."

6

Even though the children often broke rules on the job and angered their bosses, they were still offered a compromise. This indicates that

(A) the bosses felt bad and wanted to begin treating the boys well.

(B) the bosses actually enjoyed having the boys at the factories.

● the boys were desperately needed to return to work to do their jobs.

(D) the boys were hard workers and bosses wanted to reward them.

existing infrastructure and device inventory will serve to administer the online assessments. By all estimations at this time, the fear that states and districts will be forced to make large volumes of hardware and infrastructure purchases between now and the 2014–15 school year is not consistent with the implementation data available. However, some more specific areas will need a degree of review and consideration based on national trends at this time. While the Smarter Balanced assessment plans to support Windows XP configurations and will continue to include Windows XP in its specifications moving to 2015, it is recommended that districts consider migrating existing devices to Windows 7 where possible. This recommendation is due to the high number of Windows-based machines still using XP in the K-12 environment, and the fact that Microsoft will not provide security support to this OS beyond April of 2014. In general, Smarter Balanced will set a goal to support all prevalent operating systems at least two years beyond their own life cycle as indicated by the date in which they are removed from mainstream support by their authoring companies/agencies. The following is a table identifying the anticipated end-of-support dates for various operating systems in use today.

Operating System (OS)	OS Release Date	Anticipated Smarter Balanced End-of-Support Date
Mac OS 10.4.4	January 2006	End of 2014-2015 School Year
Mac OS 10.5 (Power PC)	October 2007	End of 2014-2015 School Year
Mac OS 10.5 (Intel)	October 2007	End of 2016-2017 School Year
Mac OS 10.6	August 2009	End of 2018-2019 School Year
Mac OS 10.7	July 2011	End of 2020-2021 School Year
Mac OS 10.8	October 2007	End of 2021-2022 School Year
Mac OS 10.9	TBD	TBD
Windows XP (SP 3)	October 2008	End of 2015-2016 School Year
Windows Vista	January 2007	End of 2016-2017 School Year
Windows 7	October 2009	End of 2019-2020 School Year
Windows 8	October 2007	End of 2021-2022 School Year
Windows Server 2003	April 2003	End of 2015-2016 School Year
Windows Server 2008	October 2009	End of 2018-2019 School Year
Linux (Fedora Core 6 (K12LTSP 4.2+))	November 2007	End of 2016-2017 School Year
Linux Ubuntu 9-12	October 2009	End of 2018-2019 School Year
iOS 6	June 2012	TBD
iOS 7	September 2013	TBD
Chrome OS	Rolling Release	TBD

See http://www.smarterbalanced.org for the current table of anticipated end-of-support dates.

(For Mac OS 10.4.4, 10.5, and Windows XP) The Smarter Balanced Anticipated End-of-Support Date is after the end-of-support date from the manufacturer of the operating system. Smarter Balanced highly recommends upgrading to current versions of these operating systems prior to the Smarter Balanced Anticipated End-of-Support Date.

"While the use of technology presents new and unique challenges, California looks forward to providing teachers and administrators immediate student performance data in relation to California's Common Core Standards as part of a growing need to move from paper and pencil assessment solutions to computer adaptive tests that can generate digitally-rich data for all stakeholders."

— José Ortega, Administrator California Department of Education & Smarter Balanced State Readiness

There will be instances in which districts might consider pooling more mobile units, like laptops or tablets within their district for transport from one school site to the next as testing windows are staggered across sites. In some instances, however, certain equipment was purchased and deployed to specific sites and to specific user populations with program funding that requires it be kept at a single site, or be appropriated for a single population as a condition of the corresponding funds. Districts will want to check out the use provisions for all assets in accordance with such documentation.

There will also be a need in certain scenarios for various districts to consider the purchase of additional computers or computational devices. As is standard for most districts, there will be purchasing guidelines and vendor relationships in place to dictate the types and specifications of units to be secured and integrated into existing site inventories. Most new hardware will naturally fall well into the specifications released so far by Smarter Balanced. District purchasing agents and technology officers should be diligent in working with their existing vendors to make them aware of the new hardware minimum recommendations to ensure that all new purchases meet or exceed those specifications.

Many districts have forayed into the mobile computing device market in the past few years. Whether deploying netbooks, tablets, or handheld devices, districts are opting to replenish some aging hardware with smaller, mobile units that are considerably different than their predecessors. One unique challenge this presents is when these new purchasing considerations fall outside of long-standing vendor arrangements that have historically obligated a district to use certain brands and models.

Like traditional computers, tablet-based computing devices run on a variety of operating systems (OS). The majority of tablets operate on one of the Android OS versions from Google since it can be operated across numerous vendor devices. Apple's popular tablet series (iPad, iPad2, the new iPad, and the iPad mini) operates exclusively on Apple's iOS. Microsoft has provided a tablet OS in the way of Windows 7 and recently released the Windows 8 version that is purported to be device agnostic. The Chromebook, also from Google, primarily operates as a cloud-computing device built around the Chrome browser with traditional features such as word processing handled via web-based applications as opposed to on-board software.

The tablet field will continue to grow. But like most logic models utilized by IT departments when considering any technologies, it is important to review a series of basic questions when analyzing available options on operating systems, such as display settings (specifically, on-screen keyboards that use some of the available interface), features, and price. Some considerations to keep in mind as part of an ongoing discussion among instructional specialists, district IT leads, and vendors should resonate around the various features desired in new mobile devices.

Districts should directly consult upcoming specification documents from Smarter Balanced and consider: storage space offered on the device, connectivity methods such as Wi-Fi and SIM-Based (cellular data provider plans), access to instructional applications and learning content providers, and durability for active transport and use by student population. While districts have a significant history with purchasing and support of more traditional form factors like laptops and desktops, the tablet and mobile computing device arena will pose a new consideration process for many.

VI. Matching Device and Content Needs with Assessment Capacity

A key strategy that unifies all states is ensuring that the devices used to execute upcoming assessments are also legitimate instructional support assets that serve the needs of teachers and students every day of the school year. As part of this effort, IT leaders will need to closely partner with instructional staff, administrators, library media specialists, and education technologists to chart a clear course toward enabling devices for both instruction and assessment.

> *"Districts and institutions of higher education need to understand that their information technology department is part of the effort to improve instruction but is not the only responsible department. Establishing a data-driven culture requires much more than simply buying a computer system. District staff from the information technology department need to join with assessment, curriculum, and instruction staff as well as top decision makers and work together to iteratively develop and improve data collection, processing, analysis, and dissemination."*
>
> — Enhancing Teaching and Learning Through Educational Data Mining and Learning Analytics: An Issue Brief, 2012; US Dept. of Education Technology

Historically, standardized assessments have not been synonymous with timely data tied intimately to instructional objectives and pacing from a given district, school, or teacher's perspective. Therefore, in many states, the major annual assessments have been seen as a limited method, at best, of assessing a school's efficacy. The assessment instruments and data-aggregation and delivery systems have been largely deemed inconsistent with the instructional planning and analyses process. The move to online, digitized assessments will help provide teachers and education leaders with a means to integrate strong summative pictures of student learning and accompanying interim performance data into yearlong planning and support.

Coordinating the most promising technical tools with growing amounts of quality, digitized content, rich, open data, and locally generated information on each student will help revise the image standardized assessments hold with educators. Considering the adaptive nature of

the Smarter Balanced Assessment Consortium model, the hope is to move teachers from the margins of the assessment dialogue to the center of the conversation. These assessments are not meant to be a means to an end, but a beginning to a better conversation about learning, instruction, and equity. With more quality data, we can ask questions like, "What are the critical skills students will require to not just live, but thrive in the 21st century?" And once we have identified those skills, how can we best measure them in a way that harmoniously underpins, not fractures, the creative, individualized, reflective environments teachers work to create in their own classrooms?

Students' performances are most significantly informed by the skills and expertise of the staff that teach them. Because of this, it is imperative that we work to give teachers the best information and tools possible as an instructionally valuable, internally threaded component to their practice. It is critical that teachers become stewards in assisting with the validity and consistency of these new tools and the data that is generated to help them better gauge practices that reinforce learning.

Each district will be joining thousands of other districts to respond to one of the largest and most critical directives given to education in the last 50 years: deploy a common set of standards and the means by which to assess them—in the next three years. This document and the research that supports it, as guided by partnering state input, district interviews, and principal agency and stakeholder review, is one of many points of information that will help public education respond to this historical imperative.

Delivering instructionally useful information to further enable the efficacy of teachers and provide all students individualized learning opportunities is a goal we must promise to keep.

Delivering programmatically useful data to aid in site-and district-level evaluation of support services is an overall objective we must work to embrace.

Delivering assessments online is the first step we must prepare to take.

For the most up-to-date information, please visit http://www.smarterbalanced.org.

"While my school-site lauds a battery of frequently administered homogeneous assessments as vital to quality education, I do not. On the contrary: My experience suggests that standardization of pedagogical practice and quality education are inversely related. Over the past thirteen years as a teacher, I've learned that the most meaningful, potentially life-changing classroom experiences are those least likely to leave a 'data trail.'"

— High School English Instructor

Testing and accountability should remain at the heart of national education policy. Equity and national prosperity depend on a system that will stretch educators, the education system, and communities to work toward high achievement and that will enable clear accountability when achievement goals are missed. But there should be new forms of assessment, functioning in new ways within the education system, to meet the needs.

— An American Examination System, Wireless Generation, Inc.; Resnick & Berger, et al. 2010

Appendix A: Revision History

August 2014

- Remove the "+" signs after device and operating system versions, correct typographical errors, change Chrome release versions and add references to SmarterBalanced.org for additional information [page 13]
- Remove the "+" signs after device and operating system versions, change Chrome release versions and add references to SmarterBalanced.org for more information [page 15]
- Add references to SmarterBalanced.org and remove a reference to Android 4.x (Smarter Balanced-certified devices) [page 20]

November 2013

- Rename the document to "Smarter Balanced Technology Strategy Framework and Testing Device Requirements"
- Add support for iOS 7.x and Mac OS 10.9 for Field Test (March 2014) [page 13]
- Clarify "Smarter Balanced certified devices" including, but not limited to, Android-based devices [page13]
- Clarify the Anticipated Smarter Balanced End of Support Dates for operating systems by using "end of school year" instead of "spring" [page 20]
- Change Anticipated End of Support for Microsoft Windows XP to End of 2015-16 School Year (previously 2014-15) [page 20]
- Separated Mac OS 10.5 into PowerPC and Intel items [page 20]
- Change Anticipated End of Support for Mac OS 10.5 (PowerPC) to End of 2014-15 School Year (previously 2016-17) [page 20]
- Clarify the minimum screen size and keyboard requirement [page 16]
- Clarify Android devices must be certified by Smarter Balanced [page 15]
- Add recommendation to not use Web Proxy Caching servers and how typically Web proxies are bypassed due to encrypted network traffic [pages 11 and 16]
- Add requirement for a pointing device (e.g., mouse, touch screen, touch pad, etc.) [page 16]
- Change minimum operating system for Chrome OS from v19+ to rolling release [page 15]

February 2013

- Add exclusion of Windows RT operating system from supported list

December 2012

- Original release of the Smarter Balanced Technology Strategy Framework and System Requirement Specifications document

CALIFORNIA

Assessment of Student Performance and Progress

Smarter Balanced Online Test Administration Manual

Winter/Spring 2015

Smarter Balanced Summative Assessments
for English Language Arts/Literacy and Mathematics

Updated March 2015.
Prepared by the Smarter Balanced Assessment Consortium©
California customization prepared by Educational Testing Service®

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Descriptions of the operation of the Test Delivery System, Test Information Distribution Engine, and related systems are property of the American Institutes for Research® (AIR) and are used with permission of AIR.

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Table of Acronyms and Initialisms in the *Online Test Administration Manual*

Term	Meaning
ASL	American Sign Language
CAASPP	California Assessment of Student Performance and Progress
CALPADS	California Longitudinal Pupil Achievement Data System
CalTAC	California Technical Assistance Center
CAT	computer adaptive test
CCC	California Community Colleges
CCR	California Code of Regulations
CDE	California Department of Education
CSU	California State University
EAP	Early Assessment Program
ELA	English language arts/literacy
ELs	English learners
IEP	individualized education program
LEA	local educational agency
non-PT	non–performance task
PDA	personal digital assistant
PT	performance task
SC	CAASPP Test Site Coordinator
SSID	statewide student identifier
TA	Test Administrator
TAM	*Online Test Administration Manual*
TOMS	Test Operations Management System
TSM	*Technical Specifications Manual for Online Testing*

All Roles

California Support for the Smarter Balanced Online Assessments

The California Assessment of Student Performance and Progress (CAASPP) portal at http://caaspp.org/ is the home for all online Smarter Balanced assessment administration information as well as for information on paper-pencil test administration.

Note: Requests for paper-pencil versions of the online summative assessments were due to the California Technical Assistance Center (CalTAC) by September 30, 2014. *California Code of Regulations*, Title 5 *(5 CCR)*, Education, Section 857(a)(3)

For questions regarding the online testing system or for additional assistance:

- **Local educational agency (LEA) CAASPP Coordinators should contact the California Technical Assistance Center (CalTAC) by phone at 800-955-2954, by e-mail at caltac@ets.org**, or by using the chat function linked on the CAASPP portal at http://caaspp.org.
- **CAASPP Test Site Coordinators should contact their LEA CAASPP Coordinator.**
- **Test Administrators and other school personnel should contact their CAASPP Test Site Coordinator.**

CalTAC is open from 7 a.m. to 5 p.m. Monday through Friday. During these hours, staff will respond promptly to calls.

When contacting CalTAC, provide the representative with as much detail as possible about the issue(s) encountered and the system on which it occurred. This should include the following:

- type of device being used for the test;
- any error messages that appeared (code and description);
- operating system and browser (Web browser or secure browser) information;
- network configuration information;
- your contact information for follow-up, including an e-mail address and phone number; and
- any relevant and authorized student and school information, including statewide student identifier (SSID), grade level, content area, and performance task (PT) or computer adaptive test (CAT) (also known as a non–performance task [non-PT] test).

CalTAC may be contacted by LEA CAASPP Coordinators for situations and questions that include the following:

1. The testing environment is down or unavailable.
2. User accounts are not available or users are not able to administer tests.
3. Student information is incorrect or missing.
4. You experience difficulty loading student test settings into the Test Operations Management System (TOMS).
5. You have questions about or need assistance with Appeals functionality.
6. You need help preparing for online testing—downloading the secure browser, voice packs, etc.
7. Tests are incorrectly showing as available to students when they log on to begin testing.
8. You want to request password resets for LEA and/or school users.
9. Settings are not presenting as intended.

For your convenience, a Microsoft Word form that you can use to log and save your issue has been posted to the CAASPP Forms Web page at http://caaspp.org/administration/forms/.

1.0 OVERVIEW OF THE SMARTER BALANCED ASSESSMENTS

1.1 About the Smarter Balanced Assessment Consortium

The Smarter Balanced Assessment Consortium is a multi-state, state-led consortium that developed next-generation assessments aligned to the Common Core State Standards in English language arts/literacy (ELA) and mathematics that accurately measure student progress toward college and career readiness. For more information about the Smarter Balanced Assessment Consortium, go to www.smarterbalanced.org.

1.2 About the Test

The Smarter Balanced summative assessments are available in ELA and mathematics to students in grades three through eight and eleven. Each content area of the online test consists of a computer adaptive test (CAT) (also called a non–performance task [non-PT]) as well as a performance task (PT).

1.3 Test Administration Roles and Responsibilities

Users' roles and responsibilities for the test are provided in Table 1.

Table 1: User Roles in the Online Testing System

User Role	Description
LEA CAASPP Coordinator	LEA CAASPP Coordinators were designated by the district superintendent at the beginning of the 2014–15 school year. A signed *Superintendent Designation Form* appointing the LEA CAASPP Coordinator and a signed *CAASPP Test Security Agreement* from the LEA CAASPP Coordinator must be on file with the California Technical Assistance Center (CalTAC). LEA CAASPP Coordinators are responsible for the following: • adding CAASPP Test Site Coordinators (SCs) and Test Administrators (TAs) into the Test Operations and Management System (TOMS); • ensuring that the SCs and TAs in their LEA are appropriately trained regarding the state and Smarter Balanced assessment administration as well as security policies and procedures; • reporting all test security irregularities and/or breaches that occur before, during, or after test administration to the California Department of Education (CDE) within 24 hours of discovery using the *Online Security Breach and Testing Irregularity Report Form* found on the CAASPP Forms Web page at http://caaspp.org/administration/forms/. (*5 CCR, Section 859 [e]*) • assuming general oversight responsibilities for all administration activities in their LEA schools; and • printing out checklists for SCs and TAs to review in preparation for the summative assessments.

User Role	Description
CAASPP Test Site Coordinator (SC) *Note: An SC can be a principal, vice principal, technology coordinator, counselor, or other staff member.* *If possible, an SC should be a person with non-instructional or limited instructional duties so he or she can coordinate and monitor testing activity in the school.*	SCs are designated by the LEA CAASPP Coordinator. SCs are added to TOMS by the LEA CAASPP Coordinator. *(Note: There can be more than one CAASPP Test Site Coordinator as required by school need.)* SCs are responsible for: • identifying TAs, ensuring that they are properly trained, and ensuring that they have submitted signed CAASPP Test Security Affidavits (5 *CCR* Section 850 [w]); • adding TAs into TOMS; • coordinating with TAs so they administer all assessments; • entering and/or verifying test settings for students; • creating or approving testing schedules and procedures for the school (consistent with state and LEA policies); • working with technology staff to ensure that necessary secure browsers are installed and any other technical issues are resolved; • monitoring testing progress during the testing window and ensuring that all students participate, as appropriate; • using the school's procedure for correcting student data errors reported by TAs in the California Longitudinal Pupil Achievement Data System (CALPADS), verifying the corrections in TOMS, and ensuring that the student's test session is rescheduled; • addressing testing problems, as needed; • mitigating and reporting all test security incidents in a manner consistent with Smarter Balanced, state, and LEA policies; and • assuming general oversight responsibilities for all administration activities in their school and for all TAs.
Test Administrator (TA) *Note: The Smarter Balanced assessments should be administered by individuals with an existing state certification in education (e.g., teachers, school psychologists, principals, etc.). California regulations have expanded the TA role to include any employee or contractor of an LEA or a nonpublic, noncertified school who has been trained to administer the tests and has signed a CAASPP Test Security Affidavit.*	TAs administer the Smarter Balanced assessments. SCs should identify school personnel to act as TAs. *(Note: In the California regulations, this role is referred to as the Test Examiner.)* TAs are responsible for: • reading and signing the CAASPP Test Security Affidavit, which is returned to the SC; • completing Smarter Balanced assessment administration training (see section *1.4 Training*) and reviewing all Smarter Balanced policy and administration documents prior to administering any Smarter Balanced assessments; • viewing student information prior to testing to ensure that the correct student receives the proper test with the appropriate supports. TAs should report any potential data errors to SCs and LEA CAASPP Coordinators as appropriate; • administering the Smarter Balanced assessments; and • reporting all potential test security incidents to their SC and LEA CAASPP Coordinator in a manner consistent with Smarter Balanced, state, and LEA policies. *Note: TA questions about passwords, TOMS, technology issues, and test administration should be relayed to his or her SC or LEA CAASPP Coordinator.*

See the following for checklists of example activities:

- For LEA CAASPP Coordinators, see Appendix I.
- For CAASPP Test Site Coordinators, see Appendix J.
- For Test Administrators, see Appendix K.

1.4 Training

All LEA CAASPP Coordinators, CAASPP Test Site Coordinators (SCs), Test Administrators (TAs), and school administrative staff who will be involved in the Smarter Balanced assessment administration should review the applicable supplemental videos and archived Webcasts, which can be found on the CAASPP Current Administration Training Web page at http://caaspp.org/training/caaspp/.

The LEA CAASPP Coordinator, SC, and/or other staff designated by the state are responsible for ensuring all appropriate trainings have been completed. Such training should include, but is not limited to, training on item security and professional conduct associated with the administration of standardized assessments.

Prior to administering a test, Test Administrators (and any other individuals who will be administering any secure Smarter Balanced assessment) will read the CAASPP *Smarter Balanced Online Test Administration Manual,* the *Smarter Balanced Usability, Accessibility, and Accommodations Guidelines,* and the *Test Administrator (TA) Reference Guide,* and view the associated Smarter Balanced training modules. All of these documents are linked on the CAASPP Instructions and Manuals Web page at http://caaspp.org/administration/instructions/.

All Roles

2.0 TEST ADMINISTRATION RESOURCES

This *Online Test Administration Manual (TAM)* for summative assessments is intended for staff who play a role in the administration of Smarter Balanced assessments, including LEA CAASPP Coordinators, CAASPP Test Site Coordinators (SCs), and Test Administrators (TAs). This manual provides procedural and policy guidance to implement the Smarter Balanced assessments. To help quickly locate areas that pertain to each role, tabs that identify the primary user of that section have been placed on the margin of each page. The appendixes of this manual, which contain important information that can be used as stand-alone materials, are easily extracted for printing or distribution. For a list of frequently used terms associated with the Smarter Balanced assessments, see *Appendix A*. For specific questions not addressed in this manual, TAs can contact their SC; SCs can contact their LEA CAASPP Coordinator; and LEA CAASPP Coordinators can contact the California Technical Assistance Center (CalTAC).

2.1 Summative Assessment Administration Resources

The *TAM* is designed to complement a variety of other resources developed by Smarter Balanced and the California Department of Education (CDE) listed in Table 2 (manuals), Table 3 (training modules), and Table 4 (other resources).

Table 2: Manuals and Resources

Resource	Description
CALPADS resources	The CDE's California Longitudinal Pupil Achievement Data System (CALPADS) Web page at http://www.cde.ca.gov/ds/sp/cl/ contains links to CALPADS system documents, updates, and other useful information for maintaining student data.
Test Operations Management System (TOMS) user guides	The CAASPP Test Operations Management System (TOMS) Web page at http://caaspp.org/administration/toms/ contains links and resources for LEA CAASPP Coordinators, including manuals to set up test administrations, assign and manage student test registration, and add and manage SC and TA users.
Appeals User Guide	The *Appeals User Guide* includes information about how LEA CAASPP Coordinators can enter an appeal. http://caaspp.org/rsc/pdfs/CAASPP.appeals-guide.2015.pdf
Braille Requirements for Online Testing Manual	The *Braille Requirements for Online Testing Manual* includes information about supported operating systems and required hardware and software for braille testing. It also includes a quick guide for Test Administrators who are testing students with a braille accommodation. This manual consolidates information that was previously divided between the *Technical Specifications Manual for Online Testing* and the *Test Administrator User Guide*. http://caaspp.org/rsc/pdfs/CAASPP.braille-requirements.2015.pdf
Secure Browser Installation Manual	The *Secure Browser Installation Manual* provides instructions for installing the secure browser on supported operating systems and is organized by operating system. This document is a supplement to the *Technical Specifications Manual for Online Testing*. http://caaspp.org/rsc/pdfs/CAASPP.secure-browser-manual.2015.pdf
Technical Specifications Manual for Online Testing (TSM)	The *Technical Specifications Manual* provides technology staff with the technical specifications for online testing, including information on Internet and network requirements, general hardware and software requirements, secure browser installation, and the text-to-speech function. http://caaspp.org/rsc/pdfs/CAASPP.tech-specs-manual.2015.pdf

Resource	Description
Test Administrator (TA) Reference Guide	The *Test Administrator (TA) Reference Guide* supports individuals using the test delivery system applications to manage testing for students participating in the summative assessments and provides the scripts to be used when providing instructions to students on the day of testing. This resource also provides information about the test delivery system, including the Test Administrator and student applications. http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf
Test Administrator (TA) Directions for Administration	The *Test Administrator (TA) Online Directions for Administration* provide TAs at all grade levels with step-by-step instructions for the TA Interface and student applications as well as the test administration script in *Section 10*. These instructions are intended for the day of test administration. http://caaspp.org/rsc/pdfs/CAASPP.ta-odfa.2015.pdf
Usability, Accessibility, and Accommodations Guidelines	The *Usability, Accessibility, and Accommodations Guidelines* focus on universal tools, designated supports, and accommodations for the Smarter Balanced assessments. The *Guidelines* are intended for school-level personnel and decision-making teams, particularly individualized education program (IEP) and Section 504 teams, as they prepare for and implement the Smarter Balanced assessments. The *Guidelines* provide information for classroom teachers, English language development educators, special education teachers, and instructional assistants to use in selecting and providing universal tools, designated supports, and accommodations for those students who need them during the administration of the assessments. The *Guidelines* are also intended for assessment staff and administrators who oversee the decisions that are made in instruction and assessment. linked at http://caaspp.org/administration/instructions/

Table 3: Training Modules

Training modules are available at http://caaspp.org/training/caaspp/.		
Module Name	Primary Audience	Objective
Accessibility and Accommodations	TAs/Teachers, SCs	This module describes the recommended uses of available universal tools, designated supports, and accommodations for student accessibility to Smarter Balanced assessments.
Performance Task Overview	LEA CAASPP Coordinators, SCs, TAs, Teachers	This module provides an overview of a performance task and the purpose of the Classroom Activity as it pertains to the performance task.
Student Interface for Online Testing	Students, LEA CAASPP Coordinators, SCs, TAs, Teachers	This module explains how to navigate the Student Interface.
Technology Requirements for Online Testing	LEA CAASPP Coordinators, LEA or School Technology Coordinators	This module provides current information about technology requirements, site readiness, supported devices, and secure browser installation.

Training modules are available at http://caaspp.org/training/caaspp/.		
Module Name	Primary Audience	Objective
Test Administrator (TA) Interface for Online Testing	LEA CAASPP Coordinators, SCs, TAs, Teachers	This module presents an overview on how to navigate the TA Interface.
What is a CAT (Computer Adaptive Test)?	LEA CAASPP Coordinators, SCs, TAs, Teachers, Students	This module provides the characteristics and advantages of a non–performance task test.

Table 4: Other Resources

Resource	Description
Practice Test*	Practice Tests include items and performance tasks for each grade level (three through eight and eleven). The Practice Tests provide a preview of the item types included in the Smarter Balanced assessments. Item types are listed and described in *Appendix B: Item Types* in this manual. This is the link to the Practice Tests: http://caaspp.org/practice-and-training/. See also *Appendix B: Accessing the Practice and Training Tests* in the *Test Administrator (TA) Reference Guide* located at http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf for additional information about the Practice Tests.
Training Test*	Training Tests are for TAs and students to become familiar with the format and functionality of the online test. This resource is available by grade band (three through five, six through eight, eleven) and has approximately eight to nine mathematics and six English language arts/literacy (ELA) items per grade band. The link to the Training Test is: http://caaspp.org/practice-and-training/. Also see *Appendix B: Accessing the Practice and Training Tests* in the *Test Administrator (TA) Reference Guide* located at http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf for additional information about the Training Tests.

* The Practice and Training Tests can be used as a "guest" without logon credentials; however, if users want to access either of these Web sites as a TA (required if they want to administer a braille Practice or Training Test), a logon will be required. TAs can contact their SC; SCs can contact their LEA CAASPP Coordinator; and LEA CAASPP Coordinators can contact CalTAC to get logon credentials. The Practice and Training Tests do not require use of the secure browser, but some accessibility features (such as text-to-speech) are only available through the secure browser (see section *6.2 The Secure Browser* and the *Technical Specifications Manual*).

3.0 ENSURING TEST SECURITY

The security of assessment instruments and the confidentiality of student information are vital to maintaining the validity, reliability, and fairness of the results.

All summative test items and test materials are secure and must be appropriately handled. Secure handling protects the integrity, validity, and confidentiality of assessment items, prompts, and student information. Any deviation in test administration must be reported as a test security incident to ensure the validity of the assessment results. It is the responsibility of each person participating in the administration of the Smarter Balanced summative assessments to immediately report any violation or suspected violation of test security or confidentiality. The CAASPP Test Site Coordinator (SC) is responsible for immediately reporting any security violation to the LEA CAASPP Coordinator.

In the case of student cheating, the Test Administrator (TA) must stop the cheating; however, the student must be allowed to complete the remainder of the test. After testing, the TA must notify the SC. **Do not call** the California Department of Education (CDE) or the California Technical Assistance Center (CalTAC) to report student cheating.

3.1 Security of the Test Environment

Table 5 describes security requirements for the test environment during various stages of testing. The test environment refers to all aspects of the testing situation while students are testing and includes what a student can see, hear, or access (including access via technology).

Table 5: Requirements of the Test Environment

Requirement	Description
BEFORE TESTING	
Instructional materials removed or covered	Instructional materials **must be removed or covered, including but not limited to** information that might assist students in answering questions that is displayed on bulletin boards, chalkboards or dry-erase boards, or on charts (e.g., wall charts that contain literary definitions, maps, mathematics formulas, etc.).
Student seating	Students must be seated so there is enough space between them to minimize opportunities to look at each other's work, or they should be provided with tabletop partitions.
Signage	If helpful, place a "TESTING—DO NOT DISTURB" sign on the door or post signs in halls and entrances, rerouting hallway traffic in order to promote optimum testing conditions. SCs or TAs should post the "Unauthorized Electronic Devices May Not Be Used at Any Time During the Testing Session" signs so that they are clearly visible to all students. A master of this sign can be downloaded from the CAASPP Instructions and Manuals Web page at http://caaspp.org/administration/instructions.
DURING TESTING	
Quiet environment	Provide a quiet environment void of talking or other distractions that might interfere with a student's ability to concentrate or might compromise the testing situation.

Requirement	Description
Student supervision	Students are actively supervised and are prohibited from access to unauthorized electronic devices that allow availability to outside information, communication among students, or photographing or copying test content. This includes any device with cellular, messaging, or wireless capabilities, but is not limited to cell phones, personal digital assistants (PDAs), iPods, cameras, and electronic translation devices.
Access to allowable resources only	Students must only have access to and use of those allowable resources identified by Smarter Balanced (see section *9.1 Establishing Appropriate Testing Conditions* for examples) that are permitted for each specific test (or portion of a test).
Access to assessments	Only students who are testing can view items. Students who are not being tested or unauthorized staff or other adults must not be in the room where a test is being administered. Based on the item type (i.e., performance tasks), trained TAs may also have limited exposure to items in the course of properly administering the assessments; however, even TAs and other trained staff may not actively review or analyze any items.
No answer key development	No form or type of answer key may be developed for test items.
Testing through secure browser	Administration of the Smarter Balanced assessments is permitted only through the Student Interface via a secure browser or a method of securing the student device.
DURING AND AFTER TESTING	
No access to responses	LEA CAASPP Coordinators, SCs, TAs, and other staff are not permitted to review student responses in the testing interface or students' notes on scratch paper.
No copies of test materials	Unless needed as a print-on-demand or braille accommodation, no copies of the test items, stimuli, reading passages, performance task materials, or writing prompts may be copied or otherwise retained.
No access to digital, electronic, or manual devices	No digital, electronic, or manual device may be used to record or retain test items, reading passages, or writing prompts. Similarly, these materials must not be discussed with or released to anyone via any media, including fax, e-mail, social media Web sites, etc.
No retaining, discussing, or releasing test materials	Descriptions of test items, stimuli, printed reading passages, or writing prompts must not be retained, discussed, or released to anyone.
No retaining of test "tickets" or any materials created to assist students with logging on to the summative assessments	All students' ID information must be collected at the end of each test session, stored securely, and then securely destroyed.
No reviewing, discussing, or analyzing test materials	LEA CAASPP Coordinators, SCs, TAs, and other staff may not review, discuss, or analyze test items, stimuli, reading passages, or writing prompts at any time, including before, during, or after testing. Student interaction during a test is limited to what is necessary for the purpose of the performance task.
All test materials must remain secure at all times	Printed materials from the print-on-demand accommodation, scratch paper, and documents with student information must be kept in a securely locked room or locked cabinet that can be opened only with a key or keycard by staff responsible for test administration.

Requirement	Description
AFTER TESTING	
No test materials used for instruction	Test items, stimuli, reading passages, or writing prompts must not be used for instruction.
Destroy test materials securely	Printed test items/passages, including embossed braille printouts, and scratch paper must be collected and inventoried at the end of each test session and then immediately shredded. See section *3.2 Secure Handling of Printed Materials* for details. ***Note:*** The Classroom Activities for the performance task (PT) are not secure materials.

TAs and SCs or other individuals who have witnessed, been informed of, or suspect the possibility of a test security incident that could potentially affect the integrity of the assessments or the data should follow the steps outlined in section *4.0 Responding to Testing Improprieties, Irregularities, and Breaches* and section *5.0 Appeals* (as necessary) of this manual.

3.2 Secure Handling of Printed Materials

Using print-on-demand materials

For those students whose individualized education program (IEP) or Section 504 plan expresses a need for a paper copy of **passages or items,** permission for the students to receive this accommodation—called "print on demand"—must first be set in the Test Operations Management System (TOMS) by the LEA CAASPP Coordinator at least one to two weeks prior to testing.

Printing **individual test items** for students with this accommodation will require that the LEA CAASPP Coordinator make a request to CalTAC to have the accommodation set for each student. All requests must be approved by CalTAC; a CalTAC representative will also contact the California Department of Education for approval.

Print requests must be approved and processed by the TA during test administration. The decision to allow students to use print on demand must be made on an individual student basis and is available only for students with an IEP or Section 504 plan. However, utilizing the print-on-demand functionality does not allow a printed version of the online test due to its adaptive nature. A very small percentage of students should need this accommodation. The use of this accommodation may result in the student needing additional time to complete the assessment.

Once a student is approved to receive the printing of test items/passages, that student may send a print request to the TA during testing by selecting the print icon on the screen.

Follow these guidelines when using the print-on-demand accommodation:

1. Before the TA approves the student's request to print a test item/stimulus, the TA must ensure that the printer is on and is monitored by staff.
2. Immediately after printing a print-on-demand request, the file should be securely deleted from the TA's computer in such a way that the file does not remain in a temporary storage file where it can be undeleted. See the *Destruction of secure files* section on the next page for additional instructions.
3. The TA must collect the previously printed item from the student after the student has requested the next item to be printed. Printed items must be securely stored and then securely destroyed after the test session.

Before the TA approves the student's request to print a test item/stimulus, the TA must ensure that the printer is on and is monitored by staff. This request needs to be made for each individual item.

Destruction of printed materials and scratch paper

Printed materials from the print-on-demand accommodation and scratch paper must be kept in a securely locked room or locked cabinet that can be opened only with a key or keycard by staff responsible for test administration who have signed a CAASPP Test Security Affidavit. All test materials must remain secure at all times. Printed test items/passages, including embossed braille printouts and scratch paper, must be collected and inventoried at the end of each test session and then immediately shredded according to LEA and/or California policies or procedures. **DO NOT** keep printed test items/passages or scratch paper for future test sessions except as noted below for PTs.

Destruction of electronic files

Immediately after printing a print-on-demand request, the file produced by the process should be securely deleted from the TA's computer. It must be deleted in such a way that the file does not remain in a temporary storage location such as Windows' Recycle Bin, where it can be undeleted. TAs and SCs should use the school's or LEA's preferred method of secure file deletion.

While there are many ways to permanently delete a file, including using a "shredding" tool that might be part of a virus scanning tool, what follows are basic ways to remove a file from a Windows or Macintosh system:

- **Windows**—Hold the <Shift> key when deleting the file or empty the Recycle Bin after deleting.
- **Macintosh and Macintosh equivalent devices using OS X**—Press the <Command> + <Delete> keys with any file or folder selected to send a file to the Trash and then press the <Shift> + <Command> + <Delete> keys *or* open the Finder menu and then select "Secure Empty Trash" to immediately empty the Trash.

Use of scratch paper on PTs

The only exception to the requirement governing the destruction of printed materials and scratch paper is when notes are used during the ELA and mathematics PTs.

During the ELA PT, the notes on the embedded universal tool, Global Notes, are retained from Part 1 to Part 2 so that the student may return to the notes even though the student is not able to go back to specific items in Part 1.

While the embedded Global Notes is the preferred mode for note taking during the ELA PT, students may use scratch paper to make notes. To ensure that students using scratch paper for notes have the same allowance as students using the online notes, TAs should tell students to write their name (or some appropriate identifying information) on each piece of scratch paper. TAs must collect the scratch paper at the completion of Part 1 of the ELA PT, and securely store it for students' use during Part 2 of the ELA PT.

Likewise, the mathematics PT may extend beyond one test session. When this happens, TAs should tell students to write their name on the scratch paper (and graph paper for grades six and up); collect the paper used in the first session; and securely store it for students' use in the subsequent test session.

The retention of scratch paper is only allowed for the PTs. Following the conclusion of the performance task, all scratch paper and graph paper must be collected, inventoried, and immediately shredded to maintain test security.

4.0 RESPONDING TO TESTING IMPROPRIETIES, IRREGULARITIES, AND BREACHES

Test security incidents, such as improprieties, irregularities, and breaches, are behaviors prohibited either because they give a student an unfair advantage or because they compromise the secure administration of the assessments. Whether intentional or by accident, failure to comply with security rules, either by staff or students, constitutes a test security incident. Improprieties, irregularities, and breaches need to be reported in accordance with the instructions in this section for each severity level. Definitions for test security incidents are provided in Table 6.

This section refers to documentation and reporting of incidents involving test security. Refer to *Appendix C* for a list of test security incident levels and examples of test security issues.

4.1 Impact and Definitions

Table 6: Definitions for Test Security Incidents

Type	Definition
Impropriety	An unusual circumstance that has a low impact on the individual or group of students who are testing, and has a low risk of potentially affecting student performance on the test, test security, or test validity. These circumstances can be corrected and contained at the local level. An impropriety should be reported to the LEA CAASPP Coordinator and CAASPP Test Site Coordinator (SC) immediately using the *Test Administration Testing Incident or Impropriety Report Form* available on the CAASPP Forms Web page at http://caaspp.org/administration/forms/. The LEA CAASPP Coordinator may enter the impropriety or incident in the Appeals module should an appeal be required.
Irregularity	An unusual circumstance that impacts an individual or group of students who are testing and may potentially affect student performance on the test, test security, or test validity. These circumstances can be corrected and contained at the local level and submitted in the online Appeals system for resolution. An irregularity must be reported to the LEA CAASPP Coordinator and/or the CAASPP Test Site Coordinator who will fill out the *Online Security Breach and Testing Irregularity Report Form* available on the CAASPP Forms Web page at http://caaspp.org/administration/forms/ and then e-mail the form to the California Department of Education (CDE) at caasppirreg@cde.ca.gov.
Breach	An event that poses a threat to the validity of the test. Examples may include such situations as a release of secure materials or a security/system risk. These circumstances have external implications for the Consortium and may result in a Consortium decision to remove the test item(s) from the available secure bank. A breach incident must be reported to the LEA CAASPP Coordinator and SC immediately. The LEA CAASPP Coordinator will fill out the *Online Security Breach and Testing Irregularity Report Form* available on the CAASPP Forms Web page at http://caaspp.org/administration/forms/ and e-mail the form to the CDE at caasppirreg@cde.ca.gov.

It is important for Test Administrators (TAs) to ensure the physical conditions in the testing room meet the criteria for a secure test environment. See section *3.1 Security of the Test Environment* for more detail.

All Roles

4.2 Reporting Timelines and Activities

Improprieties are escalated in accordance with state policies and procedures, protocols, and/or guidelines **within 24 hours of the incident** by individual LEAs.

Irregularities must be escalated **by the end of the day of the incident** to the CDE using the *Online Security Breach and Testing Irregularity Report Form* and the online Appeals module (if appropriate[1]).

A Breach requires immediate notification/escalation by telephone to the CDE by the LEA CAASPP Coordinator, followed by documentation in the *Online Security Breach and Testing Irregularity Report Form* and escalation in the online Appeals module[1].

For examples of test security incidents, please see the **Test Security Chart** located in *Appendix C*.

4.3 Test Security Required Action Steps

The Test Security Required Action Steps depict the required actions for each test security incident in a process flow diagram format.

Impropriety

An unusual circumstance that has a low impact on the individual or group of students who are testing and has a low risk of potentially affecting student performance on the test, test security, or test validity. (Example: Student(s) leaving the testing room without authorization.)

Local administrators/ staff take corrective action. → Incident is mitigated as necessary by school staff, and LEA CAASPP Coordinator is notified for assistance with mitigation as necessary. → Designated district employee (such as the SC or the LEA CAASPP Coordinator) records impropriety into the TOMS Appeals module (if appropriate) within 24 hours. → CDE authorizes appeal (if appropriate).

Irregularity

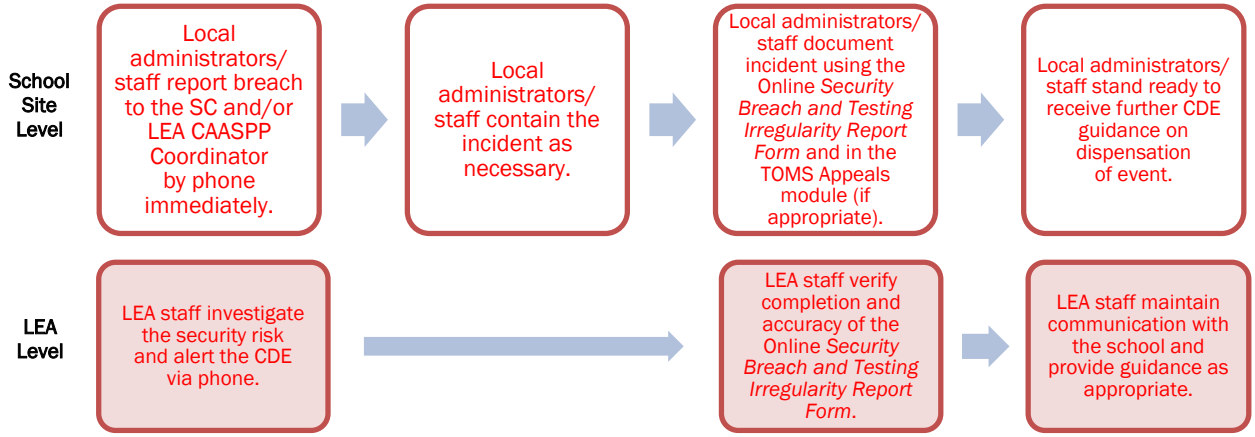
An unusual circumstance that affects an individual or group of students who are testing and may potentially affect student performance on the test, test security, or test validity. These circumstances can be contained at the local level. (Example: Disruption during the test session such as a fire drill.)

Local administrators/ staff take corrective action and document the impropriety using the *Online Security Breach and Testing Irregularity Report Form*. → Incident is mitigated as necessary by school staff, and LEA CAASPP Coordinator is notified for assistance with mitigation. → LEA CAASPP Coordinator escalates the irregularity by faxing the irregularity report form to the CDE by the end of the day of the incident and records the irregularity in the TOMS Appeals module (if appropriate) within 24 hours. → The CDE reviews the irregularity reporting form within 24 hours of reporting or in accordance with state protocol. → The CDE authorizes the appeal in TOMS.

[1] The only security incidents that are reported in the Appeals system are those that involve a student and test, and that require an action for the test such as to reset, reopen, invalidate, or restore a test that a student was taking at the time of the incident. The Appeals system does not serve as a log for all incidents.

Breach

A test administration event that poses a threat to the validity of the test. Breaches require immediate attention and escalation to the CDE. Examples may include such situations as exposure of secure materials or a repeatable security/system risk. These circumstances have external implications. (Example: Test Administrators modifying student answers, or test items shared in social media.)



4.4 Documentation of Security Incidents: Use of the Forms and the Appeals Module

LEA CAASPP Coordinators and SCs should ensure that all test security incidents are documented using the *Test Administration Testing Incident or Impropriety Report Form* or the *Online Security Breach and Testing Irregularity Report Form*, depending on the incident type. TAs must download the form from the CAASPP Forms Web page at http://caaspp.org/administration/forms/ and use the form to log incidents immediately upon identification and submit them, via e-mail or alternate agreed-upon process, to their SCs and LEA CAASPP Coordinators.

LEA staff should establish a process that includes a plan for having test sites submit forms to the LEA and communicate this preference to schools; and submitting forms to the CDE as required in each of the action steps. In addition to filling out a form for all test security incidents, incidents requiring specific actions to be taken regarding the test itself are to be escalated—following the procedures noted in section *4.3 Test Security Required Action Steps*—to the appropriate office or agency.

All Roles

5.0 APPEALS

For security incidents that result in a need to reset, reopen, invalidate, or restore individual online student assessments, **the request must be approved by the California Department of Education (CDE)**. In most instances, an appeal will be submitted to address a test security breach or irregularity. *In some cases, an appeal may be submitted to address incidents that are not security related such as reopening an assessment for a student who becomes ill and is unable to resume testing until after testing has expired. The LEA CAASPP Coordinator or the CAASPP Test Site Coordinator (SC) may submit appeals.*

Because the appeals system is for action only, all appeals should also be entered in the Appeals module in the Test Operations Management System (TOMS) located at https://caaspp.caltesting.org/. The online Appeals process and conditions for use are described in the *Appeals User Guide,* located at http://caaspp.org/rsc/pdfs/CAASPP.appeals-guide.2015.pdf.

5.1 Online System Appeals Types

Table 7 contains descriptions of the types of online appeals.

Table 7: Online System Appeals Types

Type of Appeal	Description	Conditions for Use
RESET	Resetting a student's test removes that test from the system and enables the student to start a new test.	The CDE may reset any test (**computer adaptive test [CAT] or performance task [PT]**) if any of the following settings need to be changed because they were incorrectly set: • American Sign Language (for mathematics and English language arts/literacy [ELA] listening) • Braille (braille is a language setting) • Closed captioning (for ELA listening stimuli) • Streamlined interface (the streamlined interface is a test shell setting) • Translation—stacked (for mathematics tests only) *Note:* Stacked translations are automatically provided when the selected language is Spanish. • Translation—glossary (for mathematics tests only) • Text-to-speech as an accommodation (e.g., for ELA reading passages in grades 6–8 or 11). *Note:* Text-to-speech for items only is a designated support and NOT a valid reset request. • Any non-embedded accommodation(s) Log as Testing Irregularity: YES. Additional Testing Irregularity considerations: **CAT:** 1. Student has been presented with five items or fewer. Log as Testing Irregularity: NO. 2. Student has been presented with more than five items. Log as Testing Irregularity: YES. **PT:** 1. Student has been presented with any items in a performance task. Log as Testing Irregularity: YES.

Type of Appeal	Description	Conditions for Use
INVALIDATION	Invalidating a student's test eliminates the test. The test will not be scored.	The CDE may invalidate any test **(CAT or PT)** if: 1. There is a test security breach. Log as Test Breach: YES. 2. The test is administered in a manner inconsistent with the *Online Test Administration Manual (TAM)*. Log as Testing Irregularity: YES. 3. There is a testing session in which a student deliberately does not attempt to respond appropriately to items. Log as Testing Irregularity: YES. *Note: After reviewing the circumstances of an incident, a state may elect only to document the above conditions as testing irregularities, rather than to invalidate the test.*
REOPEN	Reopening a test allows a student to access a test that has already been submitted or has expired. If an ***expired*** test is reopened, the test will reopen at the location at which the student stopped the assessment.[2] The student will be able to review items within the current segment of the assessment but cannot return to previous segments. If a ***submitted*** test is reopened, the test will reopen at the last page of the test. The student can review items in the current segment but cannot return to previous segments.	The CDE may reopen any test **(CAT or PT)** if: 1. A student is unable to complete a test due to a technological difficulty that results in the expiration of the test. Log as Testing Irregularity: YES. The CDE may reopen a **CAT** if: 1. A student is unable to complete the test before it expires (45 days) due to an unanticipated excused absence or unanticipated school closure. Log as Testing Irregularity: YES. The CDE may reopen a **PT** if: 1. A student is unable to complete the test before it expires (10 days) due to an unanticipated excused absence or unanticipated school closure. Log as Testing Irregularity: YES. 2. A student starts a PT unintentionally—for example, selects a PT instead of a CAT, or selects a mathematics PT instead of an ELA PT—and the student is unable to complete the test before it expires (10 days). Log as Testing Irregularity: YES. 3. A student unintentionally submits a test before he or she has completed it—for example, a student submits the ELA PT before completing Part 2. Log as Testing Irregularity: NO.
RESTORE	Restoring a test returns the test from the Reset status to its prior status. This action can only be performed on tests that have been reset.	The CDE may only restore a test if a test was inadvertently or inappropriately reset.

5.2 Retake Opportunity

Students are not permitted to retake the online tests unless given direct permission by the CDE as part of the appeals process. Under no circumstance can the performance task be retaken.

[2] A test that is reopened following an expiration will remain open for 10 calendar days from the date it was reopened.

6.0 TECHNOLOGY INFRASTRUCTURE

Prior to assessment administration, Technology Coordinators, and/or LEA CAASPP Coordinators, and/or CAASPP Test Site Coordinators (SCs) should review the technology infrastructure at their schools to ensure it meets the minimum requirements for administering the Smarter Balanced assessments.

6.1 Technology Resources

The Smarter Balanced *Technology Strategy Framework and Testing Device Requirements* document is available for download at http://www.smarterbalanced.org/smarter-balanced-assessments/technology/. This document provides information about supported technology and technology requirements and can be used to confirm that your school meets the minimum requirements for online testing.

The *Technical Specifications Manual for Online Testing,* located at http://caaspp.org/rsc/pdfs/CAASPP.tech-specs-manual.2015.pdf, provides Technology Coordinators with the technical specifications for online testing, including information about Internet and network requirements, hardware and software requirements, and text-to-speech functionality.

The bandwidth checker, linked on the CAASPP portal at http://caaspp.org/ and available directly at http://cadiagnostic.airast.org/pages/default.aspx?c=California_PT&url=https://capt.tds.airast.org/student, can assist Technology Coordinators to assess network readiness by performing a real-time check of a school's network bandwidth. Note that technology coordinators may want to run this test more than once and at different times of the day because estimates change as the network conditions change and can vary from run to run.

The California Department of Education (CDE) also hosts a Smarter Balanced Technology Readiness Resources Web page at http://www.cde.ca.gov/ta/tg/sa/sbac-itr-index.asp. This Web page includes links to tools, requirements, and topics that LEAs will find useful in planning for the 2015 online testing.

6.2 The Secure Browser

All students must use a secure browser to access operational assessments. The secure browser prevents students from accessing other computer or Internet applications or copying test information. ***All computers that will be used for testing must have the correct secure browser installed prior to assessment.***

The secure browser is designed to support test security by prohibiting access to external applications or navigation away from the assessment.

Alert: The secure browser is updated each year and therefore must be downloaded and installed even if the device was used for testing in a prior year.

LEA Technology Coordinators are responsible for ensuring that each device to be used for testing at each school is properly secured by installing the most current secure browser.

See the *Secure Browser Installation Manual* at http://caaspp.org/rsc/pdfs/CAASPP.secure-browser-manual.2015.pdf for additional information about the secure browsers and installation instructions.

See *Appendix G: About the Secure Browser* for additional guidelines about using the secure browser.

7.0 GENERAL TEST ADMINISTRATION INFORMATION

This section provides an overview of the online testing environment and guidelines for test administration. Use this section to become familiar with what students will experience in accessing the assessments, how to prepare for the assessments, and to review general rules for online testing. Information about the Practice and Training Tests, test pauses, and test resumptions is also included in this section. Test Administrators (TAs) should become familiar with this section well in advance of the start of testing so materials for logon, accommodations, and exemptions described below can be assembled.

7.1 Assessment Participation

Participation of Students with Disabilities and/or English Learners

Consistent with the Smarter Balanced testing plan, all students, including students with disabilities, English learners (ELs), and ELs with disabilities, should have equal opportunity to participate in the Smarter Balanced assessments.

The Smarter Balanced Assessment Consortium has crafted a comprehensive accessibility and accommodations framework, the *Usability, Accessibility, and Accommodations Guidelines,* for all students, including those with special assessment needs. The Consortium has also developed a variety of innovative digital accessibility tools that will be embedded in the Smarter Balanced test delivery engine as well as a variety of designated supports and accommodations. The *Usability, Accessibility, and Accommodations Guidelines* and the *Usability, Accessibility, and Accommodations Implementation Guide* are linked on the CAASPP Instructions and Manual Web page at http://caaspp.org/administration/instructions/.

The following are exceptions to the participation requirements for students in grades three through eight and eleven:

Table 8. Exceptions to Participation Requirements

	English language arts/literacy (ELA)	Mathematics
Students with cognitive disabilities	Students with the most significant cognitive disabilities who meet the criteria for a state-selected or -developed English language arts/literacy alternate assessment based on alternate achievement standards (approximately one percent or fewer of the student population).	Students with the most significant cognitive disabilities who meet the criteria for a state-selected or -developed mathematics alternate assessment based on alternate achievement standards (approximately one percent or fewer of the student population).
English learners (ELs)	ELs enrolled in a school in the United States or one of its territories less than twelve months have a one-time exemption. These students may instead participate in California's English language proficiency assessment, the California English Language Development Test, consistent with state and federal policy.	

School personnel should follow the California policies and regulations regarding student participation. More information can be found at the following locations:

- California Department of Education's CAASPP Description – *CalEdFacts* Web page—http://www.cde.ca.gov/ta/tg/ai/cefcaaspp.asp
- *California Code of Regulations* CAASPP Regulations Web document—http://www.cde.ca.gov/ta/tg/ca/documents/caasppt5regs.doc
- California *Education Code,* Section 5, California Assessment of Academic Achievement:
  - Article 1 General Provisions—http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=60001-61000&file=60600-60603
  - Article 2 Program Provisions—http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=60001-61000&file=60604-60618
  - Article 4 California Assessment of Student Performance and Progress—http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=60001-61000&file=60640-60649

Attemptedness Rules for Participation

It has been proposed by the Consortium that a student counts as a participant and is assigned the lowest achievement level if, at minimum, the student logs on to the computer adaptive test (CAT) and performance task (PT).

7.2 General Rules of Online Testing

This section provides a brief overview of the general test administration rules for different portions of the assessment as well as information about test tools and accommodations. For more information, refer to the *Test Administrator (TA) Reference Guide* located at http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf.

Basic online testing parameters

- CAT items and PTs will be presented as separate tests. Students may not return to a test once it has been completed and submitted.
- Within each test, there may be segments. For example, the grade six through eight and grade eleven mathematics tests include a segment with an embedded calculator available and another segment where the embedded calculator is not allowed and is not available for testing. A student may not return to a segment once it has been completed and submitted.
- Some pages contain multiple items. Students **must enter an answer for all items on a page** before going to the next page. Students may need to use the vertical scroll bar to view all items on a page.
- Students may mark items for review and use the **Past/Marked Questions** drop-down list to return to those items within a segment. If this option is selected, students need to make sure they review their past/marked questions before they sign out of the test session. Once a test session is closed, questions from the session can no longer be accessed in subsequent sessions.

Pause rules for the CAT portion of the test

- If a test is paused for more than 20 minutes the student is:
  - Required to log back onto the student interface;

  - Presented with the page containing the item(s) he or she was working on when the assessment was paused (if the page contains at least one unanswered item) OR with the next page (if all items on the previous page were answered); and
  - NOT permitted to review or change any previously answered items, even if they are marked for review (with the exception of items on a page that contains at least one item that was not answered yet).
- Any highlighted text and notes on the digital notepad will not be saved when a test is paused regardless of how long the test is paused.
- In the event of a technical issue (e.g., power outage or network failure), students will be logged off and the test will automatically be paused. The students will need to log on again upon resuming the test.

See *Appendix H: CAT Pause Rules Scenarios* to review the rules that govern pausing during the test.

Pause rules for the PT portion of the test

- **There are no pause restrictions.** If a test is paused for 20 minutes or more, the student will be logged off but can return to the section after logging back on and continuing to enter his or her responses.
- Any highlighted text and notes on the digital notepad will not be saved when a test is paused regardless of how long the test is paused.
- In the event of a technical issue (e.g., power outage or network failure), students will be logged off and the test will automatically be paused. The students will need to log on again upon resuming the test.

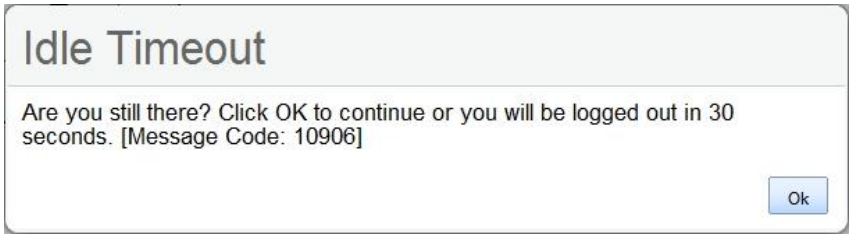
Please note that there are recommendations for breaks in Table 9: Assessment Sequence—ELA, and Table 10: Assessment Sequence—Mathematics.

Test timeout (due to inactivity)

As a security measure, students and TAs are automatically logged off of the test after 30 minutes of inactivity. *Activity* is defined as selecting an answer or navigation option in the test(e.g., selecting [**Next**] or [**Back**] or using the **Past/Marked Questions** drop-down list to navigate to another item). **Moving the mouse or selecting an empty space on the screen is not considered activity.**

Before the system logs the student off of the test, a warning message—shown in Figure 1—will be displayed on the screen. If the student does not select [Ok] within 30 seconds after this message appears, he or she will be logged off. Selecting [Ok] will restart the 30-minute inactivity timer.

Figure 1. Test timeout warning message



Caution: As a security measure, TAs are automatically logged off the TA Interface after 30 minutes of user inactivity in the online session, regardless of whether or not the TA is actively monitoring the test session away from his or her computer. The inactivity will result in the closing of the test session.

Test expiration

Computer Adaptive Test (CAT) Items

A student's CAT remains active until the student completes and submits the test or **45 calendar days** after the student has begun the test, whichever occurs first. However, it is recommended that students complete the CAT items portion of the test within **five days** of starting the designated content area.

Performance Task (PT)

The PT is a separate test that remains active for only **10 calendar days** after the student has begun the PT. However, Smarter Balanced recommends that students complete the PT in each content area within **three days** of starting. A summary of recommendations for the number of sessions and session durations is provided in section *7.3 Testing Time and Recommended Order of Administration*.

If a student starts the test near the end of the testing window, the student must finish before the administration window officially closes. The test will automatically end on the last day of the scheduled administration window, even if the student has not finished.

7.3 Testing Time and Recommended Order of Administration

All students participating in the assessments will receive a CAT, a Classroom Activity, and a PT in both English language arts/literacy (ELA) and mathematics.

Testing time and scheduling

Testing Windows

Pursuant to the *California Code of Regulations*, Title 5 *(5 CCR),* Sections 855(b)(1) and 855(b)(2), the rules for the establishment of the testing windows for the Smarter Balanced assessments are as follows:

Grades three through eight

- Testing shall not begin until at least 66 percent (66%) of a school's annual instructional days have been completed, and
- Testing may continue up to and including the last day of school.

Grade eleven

- Testing shall not begin until at least 80 percent (80%) of a school's annual instructional days have been completed, and
- Testing may continue up to and including the last day of school.

LEA CAASPP Coordinators set up test dates in the Test Operations Management System (TOMS) Test Administration Setup module. Testing windows can be viewed in TOMS by LEA CAASPP Coordinators by following the instructions to "View the Details of the Windows Summary" in the *TOMS Test Administration Setup Guide* at http://caaspp.org/rsc/pdfs/CAASPP.test_admin_setup.2015.pdf.

Sixty-six percent of a school year occurs after the 120th instructional day in a 180-day year, leaving a 12-week window for grades three through eight testing; 80 percent of a school year occurs after the 144th instructional day in a 180-day year, leaving a seven-week window for grade eleven testing.

Scheduling Time for Testing:

Table 9 contains rough estimates of the time it will take most students to complete the Smarter Balanced assessments based on the time it took students to complete the Smarter Balanced Pilot and Field Tests. This information is for scheduling purposes only, as the assessments are not timed.

Table 9: Estimated Testing Times for Smarter Balanced Assessments

Content Area	Grades	Computer Adaptive Test (CAT) items hrs : mins	Performance Task (PT) hrs : mins	Total hrs : mins	Classroom Activity (administered prior to the PT)* hrs : mins	Total hrs : mins
English Language Arts/Literacy	3–5	1:30	2:00	3:30	:30	4:00
	6–8	1:30	2:00	3:30	:30	4:00
	11	2:00	2:00	4:00	:30	4:30
Mathematics	3–5	1:30	1:00	2:30	:30	3:00
	6–8	2:00	1:00	3:00	:30	3:30
	11	2:00	1:30	3:30	:30	4:00
Both	3–5	3:00	3:00	6:00	1:00	7:00
	6–8	3:30	3:00	6:30	1:00	7:30
	11	4:00	3:30	7:30	1:00	8:30

* Classroom Activities are designed to fit into a 30-minute window; however, the time within the window will vary due to the complexity of the topic and individual student needs.

When developing a testing schedule, use the estimated testing times to calculate the number of days and the amount of time it will take to complete an assessment in each content area and grade level.

These estimates do not account for any time needed to start computers, load secure browsers, and log students on; nor do they account for breaks. TAs should work with SCs to determine precise testing schedules.

Recommended order of online administration

The assessments are comprised of two components (tests) for ELA and mathematics: a CAT and a PT. All PTs must be preceded by the administration of a Classroom Activity.

Smarter Balanced recommends that students take the CAT and PT items on separate days. For each content area, Smarter Balanced also recommends that students begin with the CAT items, followed

by the Classroom Activity, and then the PT. LEAs/Schools may opt to administer in a different order if needed; however, the Classroom Activity, which is designed to introduce the PT, **must** occur prior to the PT.

Recommended Order of Test Administration

Classroom Activity

The purpose of the Classroom Activity is to introduce students to the context of a performance task so they are not disadvantaged in demonstrating the skills the task intends to assess. Classroom Activities do not address content information; instead, they focus on vocabulary and key contextual topics. The Classroom Activity is designed to be an introduction, not an assessment.

Guidelines for administering the Classroom Activity for ELA or mathematics are as follows:

- Classroom Activities should be administered by a teacher. It is preferable—but not essential—that the teacher or TA administering the Classroom Activity has content knowledge in the area of the assessment.
- The teacher/TA should be able to record information—including any tables, graphics, formulas, or other information contained in the Classroom Activity materials—for students to see, such as on a chalkboard or dry-erase board. Computers, projectors, and other technology are allowed but not required for the Classroom Activity. Recorded information should not be available when students participate in the PT. When the PT is being administered, content from the Classroom Activity should not be available (i.e., do not put any content from the Classroom Activity on the board, in handouts, etc.).
- Students may take notes during the Classroom Activity, but the notes may not be used during the PT. Notes must be collected before proceeding to the PT and stored in a secure location until securely shredded.
- There should be no more than a **three-day lapse** between the Classroom Activity and the PT administration. Inadvertently administering the PT before or without the Classroom Activity constitutes a testing irregularity and is not eligible for any appeal if students are administered the PT without the Classroom Activity.
- The Classroom Activity should only be administered to students once and is designed to be completed in approximately 30 minutes.
- The Classroom Activity is nonsecure; however, it should not be supplemented with any other content that the administrator may think is helpful. Supplementing the Classroom Activity may detract from the intended purpose of the Classroom Activity and is not advised.
- Consider the appropriate accommodations that should be provided to students in the class that would normally be provided during instruction. *Appendix D: Accessibility Guidelines for Classroom Activities* contains information on student resources that can be provided during the Classroom Activity.
- In the event a student is absent during the Classroom Activity, a make-up session must be scheduled. The Classroom Activity may be recorded; however, the make-up session should provide students with an experience similar to that of his or her peers. To the greatest extent possible, the

make-up session should provide students an opportunity to interact with the teacher or TA and his or her peers. A make-up Classroom Activity session must be administered by an SC or TA.

See section *3.1 Security of the Test Environment* for more security guidance.

Duration and timing information for English–language arts and mathematics

The scheduling/rules for each of these components is included in Table 10 and Table 11 on the next page. Note that the duration, timing, break/pause rules, and session recommendations vary for each content area and component.

Table 10: Assessment Sequence—ELA

ELA	Computer Adaptive Test (CAT) Items	Classroom Activity	Performance Task (PT)
Number and Duration of Sessions	Recommendations: • No fewer than two sessions (recommended) and no more than six sessions (rare/extreme). • Session durations range from 40–60 minutes.	Recommendations: • Administer in one session • Approximate session duration: 30 minutes • Should occur one to three days prior to PT • Should NOT occur on the same day as the ELA PT	The PT is presented in two parts. Recommendations: • Administer in two sessions corresponding to Parts 1 and 2 of the PT. • Session durations range from 60–120 minutes.
Breaks within Sessions	Breaks can be provided during the test sessions using the software's pause feature. If the test is paused for more than 20 minutes, the student will not be able to go back to items on the previous screens.	NA	The PT is presented in two parts. Students may take breaks within Parts 1 and 2; however, once a student moves to Part 2, he or she will not be able to review or revise items in Part 1. • Recommendation: Students complete Part 1 in one test session and Part 2 the next school day.
Total Duration	Once a student has started the CAT items, they will be available for 45 days. • Recommendation: Student completes this portion within five days of starting.	NA	Once a student has started the PT, it will be available for 10 days. • Recommendation: Student completes each part of the PT within one day.

Additional administration recommendations for ELA

- For the performance tasks, students may be best served by sequential, uninterrupted time that may exceed the time in a student's schedule.
- Minimize the amount of time between beginning and completing each test within a content area.

Important reminders:

1. The number of items will vary on the CAT portion of each student's test.
2. The tests are not timed, so all time estimates are approximate.
3. Students should be allowed extra time if they need it, but test administrators need to use their best professional judgment when allowing students extra time. Students should be actively engaged in responding productively to test questions.
4. The test can be spread out over multiple days as needed.
5. The Classroom Activity must be completed prior to administration of the PT. Inadvertently administering the PT before the Classroom Activity is considered a testing irregularity.

Table 11: Assessment Sequence—Mathematics

Mathematics	Computer Adaptive Test (CAT) Items	Classroom Activity	Performance Task (PT)
Number and Duration of Sessions	Recommendations: • Administered in two sessions. • Session durations range from 40–60 minutes. Most students will complete the CAT items in two sessions of 60 minutes or less or one long session of more than 60 minutes.	Recommendations: • Administered in one session • Approximate session duration: 30 minutes • Should occur as close to the PT as is feasible, and no more than three days prior to the PT • **May** occur on the same day as the PT	Recommendations: • Administered in one session. • Session duration ranges from 40–120 minutes.
Breaks within Sessions	Breaks can be provided during the test sessions using the software's pause feature. If the test is paused for more than 20 minutes, the student will not be able to go back to items on the previous screens.	NA	Students may take breaks during PT test sessions. Mathematics PT items are presented on a single screen. Following a break, the student will have access to the same items.
Total Duration	Once a student has started the CAT items, they will be available for 45 days. • Recommendation: Student completes this portion within five days of starting it.	NA	Once a student has started the PT, it will be available for 10 days. • Recommendation: Student completes the PT in one day.

Additional administration recommendations for mathematics

- For the performance tasks, students may be best served by sequential, uninterrupted time that may exceed the time in a student's schedule.
- Minimize the amount of time between beginning and completing each test within a content area.

Important reminders:

1. The number of items will vary on the CAT portion of each student's test.
2. The tests are not timed, so all time estimates are approximate.
3. Students should be allowed extra time if they need it, but test administrators need to use their best professional judgment when allowing students extra time. Students should be actively engaged in responding productively to test questions.
4. The test can be spread out over multiple days as needed.
5. The Classroom Activity must be completed prior to administration of the PT. Inadvertently administering the PT before the Classroom Activity is considered a testing irregularity.

7.4 Sensitive Responses

Taking appropriate action with student responses or student actions that cause concern

Throughout the test administration process, student safety is always the primary consideration.

During testing, TAs may encounter student actions that disrupt the assessment administration and may endanger the student or others. In addition, it is possible that TAs will encounter student responses to questions or notes on scratch paper that necessitate some action to ensure student safety.

Smarter Balanced security protocols make it clear that TAs are not permitted to review student responses in the testing interface or students' notes on scratch paper. However, during or after the Smarter Balanced assessments, a TA might unexpectedly encounter a student response that raises sufficient concern to warrant adult action. Topics that may require the TA to take action include, but are not limited to, student references to:

1. Suicide
2. Criminal activity
3. Alcohol or drug use
4. Extreme depression
5. Extreme violence
6. Sexual assault or physical abuse
7. Self-harm or intent to harm others
8. Neglect

Collecting information

Prior to administration, each TA should have a thorough understanding of school, LEA, and/or California policies regarding documentation of student actions or responses during a secure test event. The TA should document as much information as possible in accordance with school, LEA, and/or California Department of Education (CDE) policies.

Escalating information

Should the TA encounter a sensitive situation while supervising the test session, the TA should immediately escalate this concern in accordance with school, LEA, and/or CDE policies and procedures.

7.5 Early Assessment Program (EAP)

The Early Assessment Program (EAP) is a joint program of the CDE, California State University (CSU), and the California Community Colleges (CCC). The EAP provides students with an early indicator of their college readiness in English and mathematics prior to starting the senior year. In addition, EAP may earn students an exemption from the CSU and participating CCC English and/or mathematics placement tests that are required for entering freshmen. EAP is now embedded in the CAASPP grade eleven ELA and mathematics assessments.

Students taking the grade eleven CAASPP ELA and mathematics assessments will automatically be participating in the EAP. To provide appropriate information to students on their college readiness, students may voluntarily release their grade eleven CAASPP ELA and/or mathematics results to the CSU and CCCs. The results will not be used for admissions.

At the end of the Smarter grade eleven ELA and mathematics tests, students will be asked whether or not they want to release their results to the CSU and CCCs. Students who want to release their results should mark the check box that indicates their understanding that their CAASPP/EAP results will be shared directly with the CSU and/or the CCC. Students who choose not to release their results to the CSU and CCC will need to provide those results upon request at a later date.

All Roles

8.1 Smarter Balanced Guidelines

The Smarter Balanced Assessment Consortium's *Usability, Accessibility, and Accommodations Guidelines* are intended for school-level personnel and decision-making teams, including individualized education program (IEP) and Section 504 plan teams, as they prepare for and implement the Smarter Balanced assessments. The *Guidelines* provide information for classroom teachers, English language development educators, special education teachers, and instructional assistants to use in selecting and administering universal tools, designated supports, and accommodations for those students who need them. The *Guidelines* are also intended for assessment staff and administrators who oversee the decisions that are made in instruction and assessment.

The Smarter Balanced *Guidelines* apply to **all** students. They emphasize an individualized approach to the implementation of assessment practices for those students who have diverse needs and participate in large-scale content assessments. The *Guidelines* focus on universal tools, designated supports, and accommodations for the Smarter Balanced assessments of English language arts/literacy (ELA) and mathematics. At the same time, the *Guidelines* support important instructional decisions about and connection between accessibility and accommodations for students who participate in the Smarter Balanced assessments.

The complete set of *Usability, Accessibility, and Accommodations Guidelines*, as well as the full list of universal tools, designated supports, and accommodations, can be found at: http://caaspp.org/administration/instructions/.

Please be sure to review these guidelines thoroughly before test administration.

To help identify similarities between the test resources and classroom practices, Smarter Balanced has developed a *Resources and Practices Comparison Crosswalk*. The *Crosswalk* can be found in *Appendix E*.

8.2 Definitions

The summative assessments and the Practice and Training Tests contain embedded universal tools, designated supports, and accommodations. Embedded resources are those that are part of the computer administration system, whereas non-embedded resources are provided outside of that system; these are defined in Table 12.

Table 12: Definitions for Universal Tools, Designated Supports, and Accommodations

Type	Definition
Universal Tools	Access features of the assessments that are either provided as embedded or non-embedded components of the test administration system. Universal tools are available to all students based on student preference and selection.
Designated Supports	Access features of the assessments available for use by any student for whom the need has been indicated by an educator (or team of educators working with the parent/guardian and student). These features are either provided as embedded or non-embedded components of the test administration system.

Type	Definition
Accommodation	Accommodations are changes in procedures or materials that increase equitable access during the Smarter Balanced assessments. Accommodations generate valid assessment results for students who need them; they allow these students to show what they know and can do. Accommodations are available for students with documented IEPs or Section 504 plans. Consortium-approved accommodations do not compromise the learning expectations, construct, grade-level standard, or intended outcome of the assessments.

8.3 Setting Embedded and Non-embedded Designated Supports and Accommodations

LEA CAASPP Coordinators and CAASPP Test Site Coordinators (SCs) have the ability to set embedded and non-embedded designated supports and accommodations. **Designated supports and accommodations must be either uploaded to or set in the Test Operations Management System (TOMS) by LEA CAASPP Coordinators or SCs prior to starting a test session and with sufficient time to become available in the Practice Test, where the student can familiarize him- or herself with the support or accommodation prior to operational testing. Note that it may take up to 24 hours for test settings to be available for students after setting in TOMS.**

One particular non-embedded accommodation for grade four and above is a multiplication table for mathematics items, which can be found in *Appendix F: Multiplication Table*. The multiplication table is also available as a standalone, downloadable document on the CAASPP Test Administrator (TA) Resources Web page at http://caaspp.org/ta-resources/.

Smarter Balanced developed the **Individual Student Assessment Accessibility Profile (ISAAP) Tool** to facilitate selection of the accessibility resources that match student access needs for the Smarter Balanced assessments, as supported by the *Guidelines*. The ISAAP Tool should be used in conjunction with these *Guidelines* as well as with state regulations and policies related to assessment accessibility as a part of the ISAAP process; see the CDE Matrix One Web document at http://www.cde.ca.gov/ta/tg/ai/documents/caasppmatrix1.pdf for more information.

LEA personnel, including IEP and Section 504 plan teams, can use the ISAAP Tool to determine the selection of designated supports and accommodations a student will need for the online Smarter Balanced assessments. LEA CAASPP Coordinators also have the option to enter student settings into an Excel template to upload into TOMS. Both the ISAAP Tool and the template can be downloaded from the CAASPP TOMS Web page at http://caaspp.org/administration/toms/; direct links are as follows:

- ISAAP Tool—http://caaspp.org/rsc/pdfs/CAASPP.isaap-tool.2014_2015.v1.xlsm
- Online Student Test Settings Template—http://caaspp.org/rsc/pdfs/CAASPP.online-test-settings-template.2014_2105.v1.xls

For additional information about the availability of designated supports and accommodations, refer to the Smarter Balanced *Usability, Accessibility, and Accommodations Guidelines*, linked on the CAASPP Instructions and Manuals Web page at http://caaspp.org/administration/instructions/ for complete information.

For information on using the ISAAP Tool and the template, and configuring or updating student settings in TOMS, refer to the *TOMS Online Student Test Settings Manual* located at http://caaspp.org/rsc/pdfs/CAASPP.student-test-settings.2015.pdf. The *Test Administrator (TA) Reference Guide,* located at http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf, also contains information on how to use some of these settings.

To help identify similarities between the test resources and classroom practices, *Appendix E: Resources and Practices Comparison Crosswalk* lists the resources that are currently included in the *Usability, Accessibility, and Accommodations Guidelines* document and assists educators and decision-makers by providing a description of both the resource and its classroom equivalent.

8.4 Individualized Aids

If an IEP team or a Section 504 plan identifies and designates a resource not identified in Matrix One, the LEA CAASPP Coordinator or the CAASPP Test Site Coordinator may submit an Individualized Aid Request located on the CAASPP Forms Web page at http://caaspp.org/administration/forms/. Approval will be granted by the CDE for use of the individualized aid based on the IEP or Section 504 plan team's designation, and if the individualized aid does not compromise the test's integrity or security. The Smarter Balanced Assessment Consortium, in concert with the CDE, shall make a determination of whether the requested individualized aid changes the construct being measured. This determination will be done after all testing has been completed.

9.0 PRIOR TO TEST ADMINISTRATION

9.1 Establishing Appropriate Testing Conditions

CAASPP Test Site Coordinators (SCs) and Test Administrators (TAs) will need to work together to determine the most appropriate testing option(s) and testing environment based on the number of computers available, the number of students in each grade tested, and the estimated time needed to complete each test. Testing students in classroom-sized groups is preferable. Establishing classroom-sized groups reduces test fear and anxiety for the students and facilitates monitoring and control for the TA. However, this also includes setting up testing rooms for students whose individualized education programs (IEPs) or Section 504 plans specify universal tools, designated supports, and/or accommodations that necessitate testing the students in a separate setting (that is, reading test questions aloud, extended testing time, additional breaks, and so forth).

The test administration should be conducted in a secure environment (see section *3.1 Security of the Test Environment*).

Establish procedures to maintain a quiet testing environment throughout the test session, recognizing that some students will finish more quickly than others. If students are allowed to leave the testing room when they finish, explain the procedures for leaving without disrupting others and where they are expected to report once they leave. If students are expected to remain in the testing room until the end of the session, instruct them on what activities they may engage in after they finish the test.

During test administration, students may have access to and use of these additional required resources in Table 13 specific to each assessment and content area.

Table 13: Additional Required Resources

Mathematics	Computer Adaptive Test (CAT) Items	Classroom Activity	Performance Task (PT)
ELA	• Headphones are required for the listening portion of the English language arts/literacy (ELA) assessment and for students requiring text-to-speech. • Scratch paper should be provided for note taking if necessary.	NA	• Headphones are required for some performance tasks and for students requiring text-to-speech. • Scratch paper should be provided for note taking if necessary.

Mathematics	Computer Adaptive Test (CAT) Items	Classroom Activity	Performance Task (PT)
Mathematics	• Headphones are required for students requiring text-to-speech and for students requiring Audio Glossaries. • An embedded calculator will be available for some mathematics items in grade six and above. • Scratch paper is required for all grades. • Graph paper is also required for grade six and above.	NA	• Headphones are required for students requiring text-to-speech and for students requiring Audio Glossaries. • An embedded calculator will be available for all mathematics performance task (PT) items in grade six and above. • Scratch paper is required for all grades. • Graph paper is also required for grade six and above.

9.2 Tasks to Complete Prior to Test Administration

✓ **LEA CAASPP Coordinators, SCs, and TAs should verify that students are provided the opportunity to practice on the Training Test and Practice Test prior to testing.**

It is highly recommended that ALL students be provided the opportunity to practice on the Training Test and Practice Test prior to testing. This allows students the opportunity to become familiar with all of the item types, the universal tools, buttons, and any allowable designated supports and/or accommodations. Practice and Training Tests are found at http://caaspp.org/practice-and-training/.

✓ **LEA CAASPP Coordinators and SCs should ensure all TAs have logon information for the TA interface.**

✓ **LEA CAASPP Coordinators, SCs, and TAs should verify and/or update student demographic information and test settings.**

Each student must be correctly assigned to his or her LEA, school, and grade in the Test Operations Management System (TOMS). SCs and TAs will need to work with LEAs to have demographic student information added and updated in the California Longitudinal Pupil Achievement Data System (CALPADS), including Statewide Student Identifiers (SSIDs).

In addition to the correct demographic student information in CALPADS, SCs and TAs should verify that all students have accurate test settings configured in TOMS, including designated supports and accommodations (embedded and non-embedded) for each content area prior to testing.

Only CALPADS Coordinators may add/modify/delete student demographic information in CALPADS. LEA CAASPP Coordinators and SCs may also set embedded and non-embedded designated supports and accommodations in TOMS for students who require them. TAs may view student information; however, TAs cannot add, upload, or modify student information. Within the TA Interface, a TA may change the default font size and turn off universal tools prior to the start of the test.

IMPORTANT: Any additions/modifications/deletions of students and changes to student test settings must be completed **before the student can test**. The update, once made, may take **up to 24 to 48 hours to appear in the TA interface**. Failure to correct test settings before testing could result in the student not being provided with the needed accommodations and/or designated supports at the time of testing. This is considered a testing irregularity.

For information on how to view, add, upload, and modify student test settings, please refer to the *TOMS Online Student Test Settings User Guide* at http://caaspp.org/rsc/pdfs/CAASPP.student-test-settings.2015.pdf.

It is important for anyone with access to student information to remember that student personal information, including the student's SSID, is confidential. **If materials containing student personal information and/or SSIDs are distributed to students, these materials must be collected before the students leave the testing room and either securely stored to be used in a subsequent test session or shredded.** For additional information about security protocols, refer to section *3.0 Ensuring Test Security* of this manual.

✓ **SCs should ensure that TAs have necessary student logon information.**

Each student will log on to the Smarter Balanced testing system using his or her first name, SSID, and a test Session ID. Prior to starting a test session, TAs must have a record of each student's first name and SSID. This information must be provided to each student to complete the logon process. It is suggested that the SSID and the student's first name be printed on a card or piece of paper and distributed to each student just prior to testing to help him or her type it in the computer accurately. Student information is confidential; therefore, the cards/papers with this information must be kept secure until used during a test session.

When a TA creates a test session on the TA Interface, a unique Session ID is randomly generated. This Session ID must be provided to students before they log on. Please refer to the *Test Administrator (TA) Reference Guide* located at http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf for detailed information on how to obtain Session IDs.

✓ **LEA CAASPP Coordinators should ensure SCs and TAs understand protocols in the event a student moves to a new LEA and/or school.**

When students move within the state, their data record must be updated with the student's new school and/or district codes in CALPADS at least 24 hours before the student begins or resumes testing in the new school or district. The California Department of Education's (CDE's) California Longitudinal Pupil Achievement Data System (CALPADS) Web page at http://www.cde.ca.gov/ds/sp/cl/ contains links to CALPADS system document, updates, and other useful information for maintaining student data.

✓ **Retrieve Classroom Activity materials.**

1. **Identify which Classroom Activity has been selected for administration.**

   LEA CAASPP Coordinators will be advised when Classroom Activities have been assigned and are available for download from the CAASPP portal at http://caaspp.org. Classroom Activity PDFs will be arranged by county and then by LEA. LEA CAASPP Coordinators will download the appropriate PDF, which lists its schools/test sites and the Activity to which each content area and grade level has been assigned.

2. **Retrieve and administer the Classroom Activity.**

   Retrieve and review the Classroom Activity at least one to two days prior to the planned delivery of the Classroom Activity. The Classroom Activity should be administered one to three days before the performance task is to be administered.

   Students with disabilities are allowed to have accommodations, and English learners should have access to the language supports they regularly use during classroom instruction. For more information on the options that may be implemented during the Classroom Activity, please see *Appendix D: Accessibility Guidelines for Classroom Activities*.

> **IMPORTANT: If a student begins a performance task without participating in the assigned Classroom Activity, the student should continue with and complete the performance task. The Test Administrator must report this misadministration as a testing irregularity.** As described in section *4.0 Responding to Testing Improprieties, Irregularities, and Breaches*, LEA CAASPP Coordinators must report irregularities by the end of the day of the incident to the CDE using the online *Security Breach and Testing Irregularity Report Form* available on the CAASPP Forms Web page at http://caaspp.org/administration/forms/.

SECTION 10.0. TEST ADMINISTRATION INSTRUCTIONS AND SCRIPTS FOR THE DAY OF TESTING

Use the following information and script to assist students with the logon procedures. Please refer to the *Test Administrator (TA) Reference Guide* at http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf to become familiar with the online test delivery system.

RECOMMENDATION: Consider printing this section to be used on the day of testing for both the non–performance task (CAT) and performance task (PT) portions of each content area test. Remember that the CAT and PT portions are considered two unique tests and, as such, adherence to the process that follows is needed when initiating both tests.

The Test Administrator (TA) should verify the security of the testing environment prior to beginning a test session. (See section *3.1 Security of the Test Environment.*) TAs **must** ensure that students do not have access to digital, electronic, or manual devices during testing.

To ensure that all students are tested under the same conditions, the TA should adhere strictly to the script for administering the test. These instructions can be found in the boxes in bold on the following pages. When asked, the TA should answer questions raised by students but should never help the class or individual students with specific test items. **No test items can be read to any student for any content area, unless specified as an accommodation as listed in the *Usability, Accessibility, and Accommodations Guidelines*.**

Please remember that the script must be followed exactly and used each time a test is administered. If the class is resuming a test and the TA is sure that all students are able to log on without hearing the logon directions again, the TA may skip the italicized portions of the directions.

All directions that a TA needs to read to students are indicated by the word "SAY" and are in boxes so they stand out from the regular text. They should be read exactly as they are written, using a natural tone and manner. If the TA makes a mistake in reading a direction, the TA should stop and say, "I made a mistake. Listen again." Then the direction should be reread.

The TA should try to maintain a natural classroom atmosphere during the test administration. Before each test begins, he or she should encourage students to do their best.

Any time a student logs on to the testing system, the TA should follow this script. This includes logging on to complete the CAT items or the PT.

10.1 Starting a Test Session

The TA must create a test session before students can log on to the Student Testing System **(but no more than 20 minutes prior or the system will time out).** When a TA creates a test session, a unique Session ID is randomly generated. This Session ID must be provided to the students before they log *on and should be written down. TAs should follow these steps to create a session. (See also Generating the Session ID* for additional details about test sessions.)

1. *The TA logs on to the TA Interface link.*

   The TA logs on to the TA Interface by going to the California Assessment of Student Performance and Progress (CAASPP) portal at http://caaspp.org, selecting the [**Test Administrator Interface**] button (Figure 2), and then entering the username and password on the *Sign In* Web form (Figure 3) and selecting [**Log In**]. (See *Section II Accessing the Test Administrator Sites* for more information about using the Single Sign-On system.)

Figure 2. [Test Administrator Interface] button

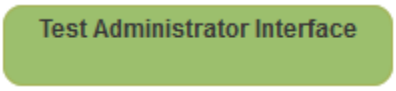
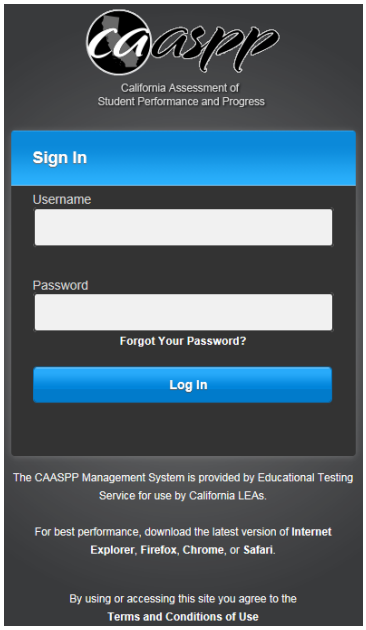


Figure 3. *Sign In* Web form



2. *The TA begins the test session by selecting tests.*

Note: Students are pre-assigned assessments. The pre-assigned assessments are the only ones available to each student when they log on to the Student Testing Site through the secure browser.

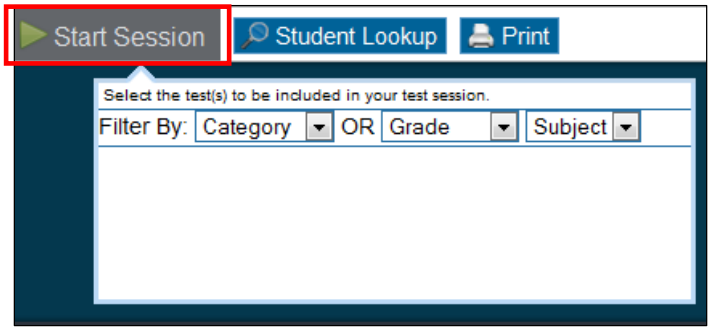
Test Administrators will note that both interim and summative assessments are being administered using the same test delivery system in 2015. To help ensure the correct selection of tests when student testing sessions are created, the TA interface has been modified to include required test filter selections.

When you log on to the TA Interface, no tests will be automatically listed in the test selection box. TAs will be required to select a *Category* (interim or summative) or both a *Grade* and *Subject*. These Smarter Balanced Tests are **summative.**

Once a selection is made, the filtered test list will display, and you will be able to select one or more tests to include in the session.

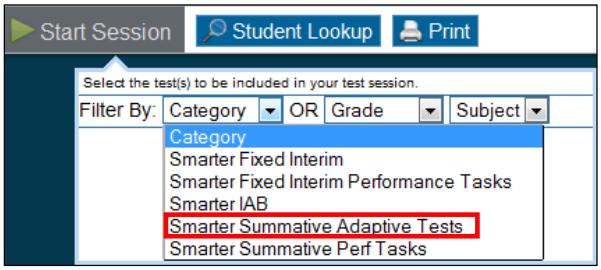
a. To begin, select the [**Start Session**] button, which is highlighted in Figure 4.

Figure 4. Start the Session



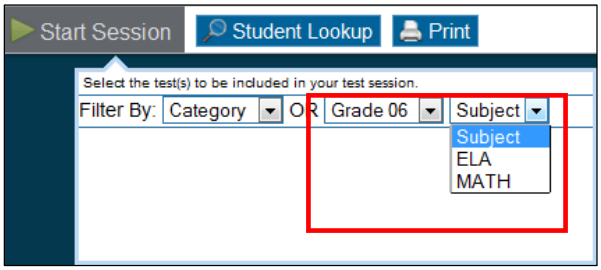
b. **The TA selects the test category.** Select one of the "Summative" tests—"Smarter Summative Adaptive Tests" for a computer adaptive test or "Smarter Summative Perf Tasks" for a PT—from the *Category* drop-down list, which is highlighted in Figure 5.

Figure 5. Select a test category



c. **The TA selects the grade and content area.** Select the appropriate grade and content area for the class being tested in the session, which is highlighted in Figure 6. This action has the effect of selecting all tests for the class.

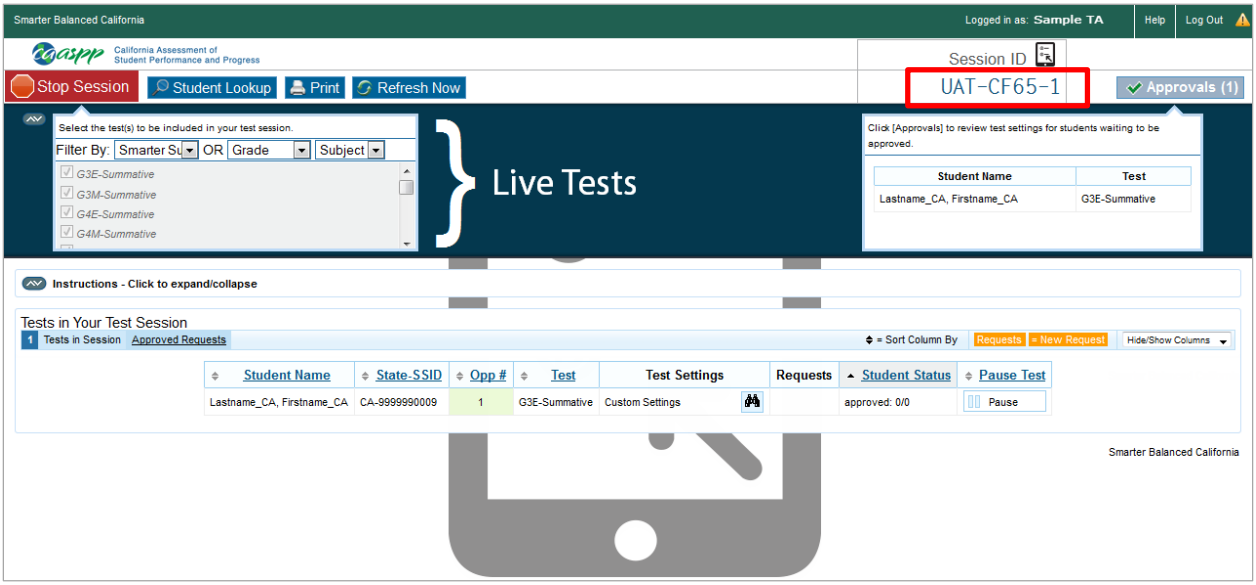
Figure 6. Select a grade and content area



3. *The TA informs students of the test Session ID.*

The system-generated Session ID appears in the top-right corner of the screen. **The TA should write down the Session ID for his or her own records, in case he or she gets involuntarily logged off of the system.** The TA will be logged off of the session if there is no activity for 30 minutes by the TA or a student. Having the Session ID will allow the TA to resume the session. The Session ID is indicated in Figure 7.

Figure 7. Sample Session ID in the TA Interface



> SAY: Today, you will take the Smarter Balanced [insert grade, ELA/mathematics, and CAT/PT] test. I will give you a test Session ID that is required to start the test. If you need an individual break during the test, raise your hand and wait for my instructions and permission. At this time, you must turn off and put away all unauthorized electronic devices. This includes cell phones, music players, and PDAs (personal digital assistants).
>
> Once you have logged on, you must wait for me to approve the test and hear additional directions before you can start. I'll be checking that you have correctly entered the test Session ID and other information.

Give students the test Session ID and other logon information.

The Session ID, the statewide student identifier (SSID), and the student's first name as provided in the California Longitudinal Pupil Achievement Data System (CALPADS) may be provided to students ahead of time on a card or piece of paper to help them type it in the computer accurately. Student information is confidential; therefore, the cards/papers with this information must be collected after each test session and securely shredded after testing is complete.

TAs may write the Session ID on a classroom dry-erase or chalk board or another place where students can see it. Make sure students know that the Session ID must be entered **exactly** as it is written—it is case sensitive—without extra spaces or characters.

> Alert: **If the Session ID is not written down or known and the TA tries to log on to the session after getting involuntarily logged off of the system, the TA will be logged off for eight hours before he or she is able to start a new session.**

> SAY: Enter your first name and our state abbreviation (CA) followed by your SSID number. Then enter the test Session ID. *Raise your hand if you need help typing this information on your keyboard.*
>
> Please do not share your SSID with anyone. This is private information.

> SAY: Now select "Sign In." *Once you have successfully logged on, you will see a screen with your first name, SSID, school, and grade. If all of the information on your screen is correct, select YES to continue. If any of the information is incorrect, please raise your hand and show me what is incorrect.*

Ensure that all students have successfully entered their information.

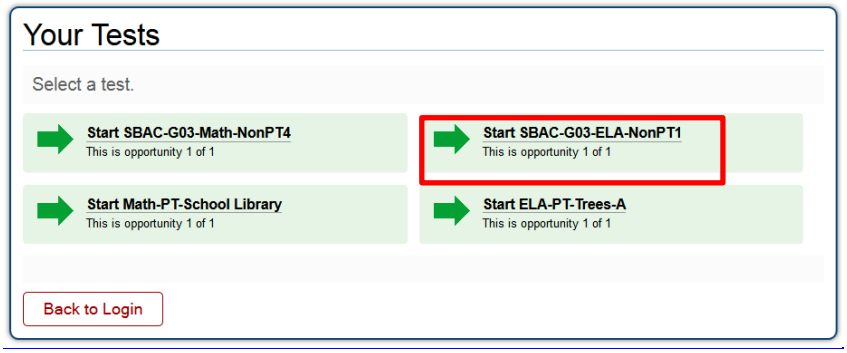
The TA should ensure that the students use their legal first names, not nicknames. If a student is unable to log on, he or she will be prompted to try again and provided with a message describing the reason (an invalid SSID, for example). If the student is still having difficulty, the TA can look up the correct information using the Student Lookup function on the TA Interface. TAs may assist students with logging on if necessary.

4. *The TA informs students of the test session in which they are participating.*

> SAY: On the next screen, select the [INSERT NAME OF TEST (i.e., ELA Grade 4 CAT)], and then select [START TEST]. After you have selected your test, you will see a screen with a moving bar and message saying that you are waiting for Test Administrator approval. This step helps ensure that you are taking the correct test. Please wait quietly while I verify each of your tests.

If TAs are unsure of which content area or test students are participating in during that session, TAs should contact the California Assessment of Student Performance and Progress (CAASPP) Test Site Coordinator (SC). The student test selection screen is shown in Figure 8.

Figure 8. Student Test Selection



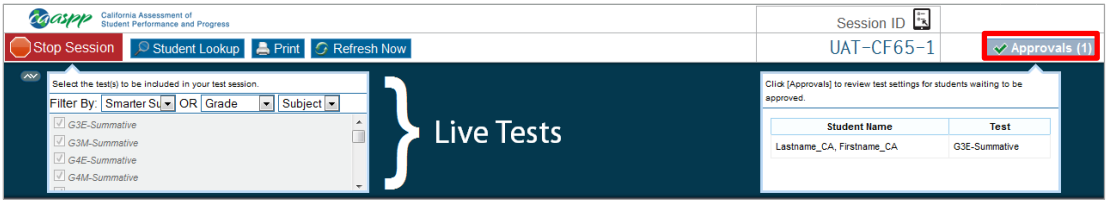
Students may be able to select from more than one test, for example, a PT and a CAT in both English language arts/literacy (ELA) and mathematics. TAs should direct students to select the appropriate test name based on what the TA is planning to administer at that time—to the content area "ELA" or "Math" and the test type "NonPT" or "PT." Students may only select from assessments for which they are eligible.

5. *The TA views and approves students who are waiting for test session approval.*

After students have selected a test, the TA verifies that each student selected the appropriate test before approving that student for testing. **It is very important that the TA pay close attention to the test name prior to approving to be sure it is the correct test to be administered at that time.** To do this:

a. Select the [**Approvals (#)**] button located in the right top section (shown in Figure 9).

Figure 9. Approve Student Test in the TA Interface



b. A new window opens that shows a list of students, organized by test name. The TA should review the list to ensure that students are taking the correct content area (mathematics or ELA) and type of test (CAT or PT).

   i. If a student selected a test other than the one the TA plans to administer that day (for example, selected a PT instead of a CAT or selected mathematics instead of ELA), the TA must deny the student entry to the test session. The student may then log on again and select the correct test.

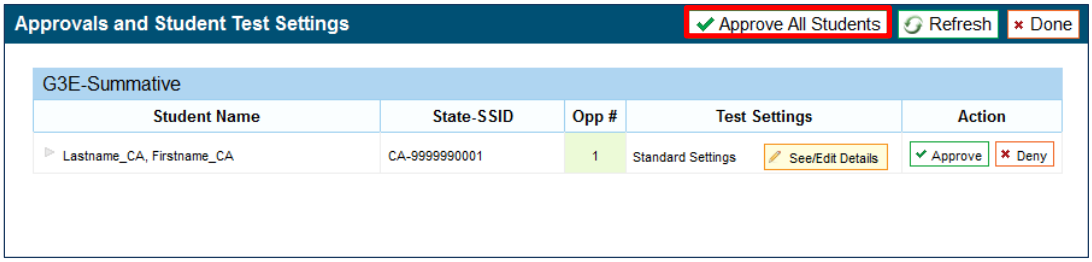
c. The TA should also review the test settings assigned to each student to ensure that they are correct.

   i. If a student's settings are incorrect, do *not* approve that student to begin testing. The TA will need to work directly with an SC or local educational agency (LEA) CAASPP Coordinator to correct the test settings in the Test Operations Management System (TOMS) before approving the student to begin testing. *(Reminder: It may take 24–48 hours for changes to appear in the TA interface.)* **Ensuring the test settings are correct before the student begins testing is critical to avoid the need for a test reset that may result in additional testing for the student later.**

Note: This process is described in more detail in the Viewing and Editing Students' Test Settings subsection of *Section IV Administering Online Tests*.

d. When the TA approves students to test, he or she will see the students' selected tests. As seen in the *Approvals and Student Test Settings* screen in Figure 10, the TA Interface is organized by test; students who are attempting to log on to each test appear under the appropriate test heading.

Figure 10. Approve student(s) to begin in the TA Interface



The processes to select tests, start the test session, add tests, view student settings, and approve students for testing are described in more detail in *Section IV Administering Online Tests*.

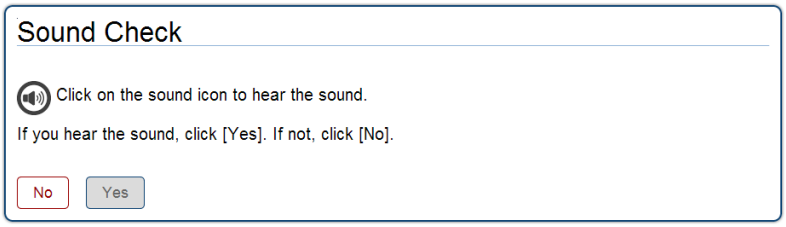
SAY: After I approve you to begin testing, you will see a screen asking you to check your test content area and settings. If all the information is correct, you may select YES, START MY TEST. If any of it is incorrect, please raise your hand.

Each student will be logging on at a different time. The TA should monitor the sessions and log on all students who are currently ready before assisting any students who are having problems.

If students will be taking an ELA assessment during the test session, read the next blue box so the students will know how to verify that their headsets are working properly (Figure 11).

SAY (only for ELA test): Next you should see a screen that prompts you to verify that the sound on your computer is working. Put your headsets on and select the icon of the speaker in the circle to hear the sound. If you hear the chime, select [YES]. If not, raise your hand.

Figure 11. Student Sound Check



If a student's volume is not working, troubleshoot basic steps such as ensuring that the headset is fully plugged in, mute is not inadvertently selected, and the volume setting is turned up. If the student is still experiencing issues, contact your LEA Technology Coordinator, SC, or LEA CAASPP Coordinator.

SAY: *Before your test appears, you will see a tutorial page listing the test tools and buttons that you may use during the test or that will appear on the test. Please read this carefully. You can also find this information during your test by selecting the HELP button in the top right corner.*

You must answer each question on the screen before going on to the next page. During the test, you may see a page with no test questions. Follow the directions on the page to continue taking the test.

You must make an answer selection in order to move to the question on the next page. If you are unsure of an answer, provide what you think is the best answer; there is no penalty for guessing. If you would like to review that answer at a later time, mark the item for review by selecting the box next to the flag in the upper-right corner of the screen before going on to the next question. Flagging the item will remind you to go back and decide whether or not you want to change the answer during this test segment.

You may PAUSE at any point in the test by selecting [PAUSE] rather than [NEXT] after answering an item. [The following statement only applies to the CAT.] The PAUSE button is used to stop the test. Note that PAUSING for more than 20 minutes will prevent you from changing any answer on previous pages of the test. Please raise your hand if you need a break and ask me before you select [PAUSE].

Your answers need to be your own work. Please keep your eyes on your own test and remember that there should be no talking.

Please keep in mind that this test is divided into segments. When you get to the end of each segment, you will be prompted to review your answers before moving on. Once you submit your answers and move on to the next segment, you will not be able to return to the previous segment.

When you are ready to begin your test, select BEGIN TEST NOW at the bottom of the page.

Note: For the CAT portion of the test, after a pause, the student's test can be resumed at any time within the testing window up to 45 days from the start date. For the performance task, there is no pause limit, but the test expires 10 days after it is started. See section *7.3 Testing Times* for estimated testing times and estimated test durations.

6. *The TA monitors student progress.*

Monitoring is described in more detail in *Section IV Administering Online Tests*.

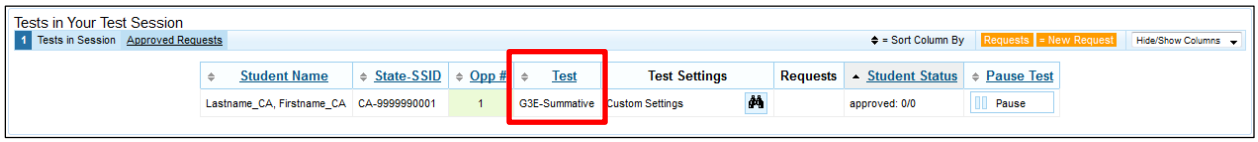
Monitoring Test Selection

It is very important that TAs monitor student progress throughout the test session. This includes verifying that students are participating in the appropriate content area and type of test (CAT or PT). The TA monitors the test each student is taking by referring to the *Tests in Your Test Session* table in the TA Interface, shown in Figure 12. Note that the list of student names can be sorted by linked (underlined) column headings.

In the event a student is taking an incorrect test, the TA should pause the student's test. The TA should then instruct the student to log off and log on again to select the correct test. The *Test* column is called out in Figure 12.

Warning: If the student has already begun to test with incorrect test settings, the test settings would have to be corrected in TOMS by the SC or LEA CAASPP Coordinator and the test would have to be reset, which is part of the Appeals process. The California Department of Education will determine the impact of resetting a test due to incorrect test settings and will either approve or deny a request to reset within two business days of receiving the request.

Figure 12. Monitoring student progress in the TA Interface



In the rare event that a student starts a test unintentionally (for example, selected a PT instead of a CAT, or selected mathematics instead of ELA), the test's expiration timeline will be activated. If a student is unable to return to and complete the test before it expires in 10 days (PT) or 45 days (CAT), the SC or LEA CAASPP Coordinator will need to submit an appeal using the Appeals module in TOMS to reopen the test.

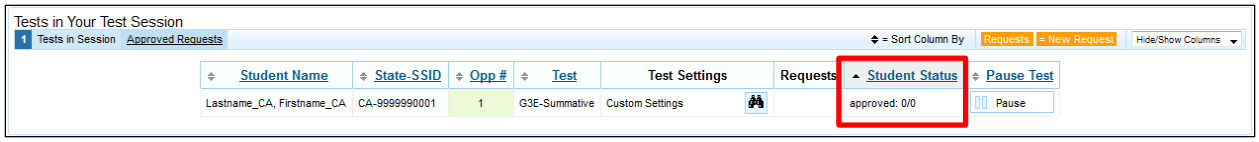
Monitoring Test Progress

Once students have started their tests, the TA should circulate through the room to ensure that all conditions of test security are maintained. If the TA witnesses or suspects the possibility of a test security incident, the SC and LEA CAASPP Coordinator should be contacted immediately in accordance with the security guidance provided in this manual.

The TA may also use the TA Interface to view the testing progress of any student. This Web site will not show test items or scores but will let the TA see how many items have been delivered to each student (e.g., question 24/40). The *Student Status* column is called out in Figure 13. Student sessions can be sorted by selecting any of the linked column heads.

While the TA Interface is designed to automatically refresh every minute, the TA can refresh it manually at any time by selecting the [**Refresh Now**] button at the top left of the page. Do **not** use the Web browser's refresh button to refresh the TA Interface.

Figure 13. Monitoring student status in the TA Interface



If the TA notices that a student is off task, the TA may say the following statement to the student, verbatim, to keep him or her focused.

> SAY: It is important that you do your best. Do you need to pause the test and take a break?

If a student asks for assistance either in answering an item or manipulating an item type, the TA should gently instruct the student to review the tutorial for help and let the student know that he or she should try his or her best, but that the TA cannot help answer an item. The TA may remind the student to reread the instructions for that item.

> SAY: I can't help you with your test. Try to do the best that you can.

Allowing the students to practice on the Training Test and Practice Test prior to testing is strongly encouraged to ensure that students are able to manipulate each item type and use the various tools and supports during testing.

Warnings:

- If the TA is using the TA Interface and navigates to the TA Practice or Training Web site, the session will stop, and all students in the session will be logged off. The session cannot be resumed. A new session will have to be created, and the students will have to log on to the new session to resume testing. When starting a new session, give the new Session ID to the students so they can log on and resume testing.
- If the TA Interface or TA Training Web site browser is accidentally closed while students are still testing, the session will remain open until it times out after 30 minutes. The TA can open the browser and navigate back to the TA Interface. The TA will be prompted to enter the active Session ID.
- As a security measure, TAs are automatically logged off of the TA Interface after 30 minutes of TA user inactivity and student inactivity in the test session, which will result in closing the test session. If this occurs, the TA will have to create a new session and the

students will have to log on to the new session to resume testing. When starting a new session, the TA should give the students the new Session ID so they can log on and resume testing.

7. *The TA ends the test session and logs off of the Test Administrator Web site (grades three through eight).*

When there are approximately 10 minutes left in the test session, the TA should give students a brief warning.

> SAY: We are nearing the end of this test session. Please review any completed or marked items now. Do not submit your test unless you have answered all of the questions.

After answering the last item in each segment, each student is presented with a screen prompting him or her to review answers (marked and unmarked) for all items available to the student or prior to submitting the test. A test cannot be paused after the last item has been presented to the student.

After answering the last question, students must submit their tests. If students would like to review their answers before submitting their test, they should select [**REVIEW MY ANSWERS**] and then [**SUBMIT TEST**] after they finish reviewing. Once a student selects [**SUBMIT TEST**], the student will not be able to review answers.

> SAY: This test session is now over. If you have not finished, select PAUSE, and you will be able to finish at another time. If you have finished, select SUBMIT TEST. I will now collect any scratch paper or other materials.

TAs should select [**Stop Session**] to end the test session and pause any student test in the session that is still in progress. When finished, TAs can log off of the TA Interface by selecting the [**Logout**] button at the top right. TAs should also collect any scratch paper (and graph paper for grades six and up).

8. *The TA ends the test session and logs off of the Test Administrator Web site (grade eleven).*

When there are approximately 10 minutes left in the test session, the TA should give students a brief warning.

> SAY: We are nearing the end of this test session. Please review any completed or marked items now. Do not submit your test unless you have answered all of the questions.

Alert: Students in grade eleven taking a CAT will see an additional question at the end of their test sessions for both ELA and mathematics, such as is shown in Figure 14.

This question is not part of the assessment, but is presented to allow students the option of selecting whether or not they will share their scores on the CAASPP Smarter Balanced assessments with the California State University (CSU) system and the California Community Colleges (CCC) system as part of the Early Assessment Program (EAP). If you are administering a test to students in grade eleven, please read the text in the next box below. Otherwise, skip the text in that box and continue with the test administration.

Figure 14. EAP question on grade eleven tests

Survey Question(s)

Early Assessment of Readiness for College English

The CAASPP results will assist the California State University (CSU) system and the California Community Colleges (CCC) system in providing you an early assessment of your readiness for college-level English placement tests that are required for entering freshmen. Your results are not required or used for admissions.

Your CAASPP results will be provided to the institutions for which you have applied by marking the release circle. If you mark the "Do Not Release" circle, you will be required to submit the results at a later date if requested.

Release Authorization

By filling in the bubble below, I acknowledge that I am voluntarily releasing the results of my English/Mathematics college readiness assessment to be shared with appropriate officials at the California State University (CSU) and California Community Colleges (CCC).

Release Do Not Release

Cancel Submit

EAP SECTION—READ TO STUDENTS IN GRADE ELEVEN ONLY

SAY: The Early Assessment Program (EAP) will assist the California State University (CSU) system and the California Community Colleges (CCC) system in providing you information on your readiness for college-level English and/or mathematics coursework. Additionally, the EAP may help you to earn an exemption from the CSU and participating CCC English and mathematics placement tests that are required for entering freshmen. However, providing EAP results is not a requirement to be admitted to the CSU or CCC.

The EAP for [insert test subject: ELA or mathematics] includes questions from the Smarter Balanced assessment you are finishing now.

If you choose to participate in the EAP, please carefully read the statement presented as the last question in this test session. If you are considering or plan to enroll at CSU or CCC, select "Release" and then the [Submit] button. Your Smarter Balanced results will be provided to both institutions by selecting the Release circle and then submitting. If you do not select to release your results, you may be requested to provide a copy of your results to the campus at a later time.

Your CAASPP Student Report will provide a Web site, where additional information is available on what your EAP results mean. If you do not wish your results to be sent to the CSU and CCC, select "Do Not Release."

END OF EAP SECTION

After answering the last item in each segment, each student is presented with a screen prompting him or her to review answers (marked and unmarked) for all items available to the student or prior to submitting the test. A test cannot be paused after the last item has been presented to the student.

After answering the last question, students must submit their tests. If students would like to review their answers before submitting their test, they should select [**REVIEW MY ANSWERS**] and then [**SUBMIT TEST**] after they finish reviewing. Once a student selects [**SUBMIT TEST**], the student will not be able to review answers.

SAY: This test session is now over. If you have not finished, select PAUSE, and you will be able to finish at another time. If you have finished, select SUBMIT TEST. I will now collect any scratch paper or other materials.

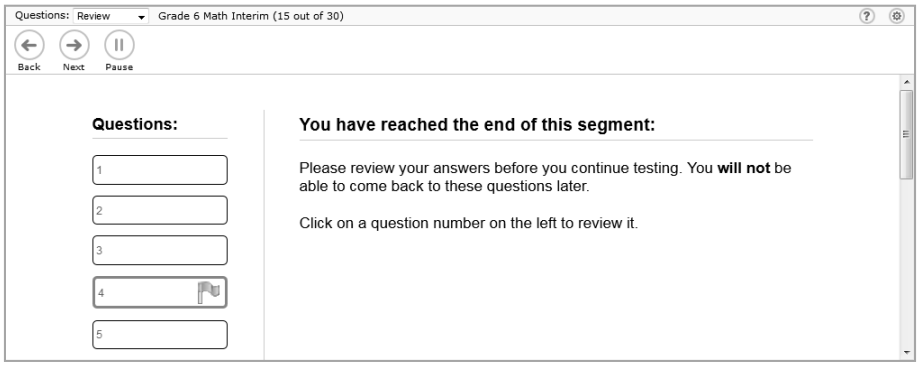
TAs should select [**Stop Session**] to end the test session and pause any student test in the session that is still in progress. When finished, TAs can log off of the TA Interface by selecting the [**Logout**] button at the top right. TAs should also collect any scratch paper (and graph paper for grades six and up).

10.2 Testing Over Multiple Sessions or Days

For some tests, particularly the performance tasks, students may be best served by sequential, uninterrupted time that may exceed the time in a student's schedule. Smarter Balanced recommends that the ELA PT be administered in two sessions corresponding with Part 1 and Part 2. Students can be provided breaks within each part; however, once a student moves on to Part 2, he or she will not be able to review or revise items in Part 1. For this reason, it is recommended that students complete Part 1 in one test session; Part 2 would ideally be delivered the next school day. For the mathematics PT, Smarter Balanced recommends that it be administered in one test session of 40–120 minutes.

If the TA intends to administer the test over the course of multiple days for a student or group of students, TAs may ask students to pause after they reach a designated point. For most tests, there is nothing built into the system to prevent students from progressing from one section of the test to another. In those cases, the TA should give the students clear directions on when to pause. For example, TAs may designate a certain amount of time for testing. Likewise, the end of Part 1 of the ELA PT might be a logical stopping point. This guidance may be written on a dry-erase board, chalkboard, or another place that students can easily see. Students will receive a notification when they reach the end of the segment, like the notification shown in Figure 15.

Figure 15. Sample *End Segment* screen



When testing is resumed on a subsequent day, the TA will need to start a new test session and provide a new Session ID. When instructing the students to log on, TAs should read the unitalicized sections of the general script (SAY boxes) to the students from the beginning.

See section *7.3 Testing Time* for estimated testing times and estimated test durations.

11.0 FOLLOWING TEST ADMINISTRATION

11.1 Destroying Test Materials

Federal law—the Family Educational Rights and Privacy Act—prohibits the release of any student's personally identifiable information. Any printed materials must be securely stored and then shredded. (*Education Code* Section 49079.5[a])

As a reminder, those printed and paper test materials identified in section 3.0 Ensuring Test Security must be securely shredded immediately following each test session and may not be retained from one test session to the next. The only exception to this is scratch paper (and graph paper for grades six and up) used during the performance task, which should be handled according to the guidance provided in section 3.2 Secure Handling of Printed Materials.

11.2 Reporting Testing Improprieties, Irregularities, and Breaches

Throughout testing, ensure that all test security incidents are reported in accordance with the guidelines in sections *3.0 Ensuring Test Security* and *4.0 Responding to Testing Improprieties, Irregularities, and Breaches* in this manual and the *Appeals User Guide* located at http://caaspp.org/rsc/pdfs/CAASPP.appeals-guide.2015.pdf.

APPENDIX A: FREQUENTLY USED TERMS

Table 14 defines terms that are specific to the Smarter Balanced assessments.

Table 14: Frequently Used Terms

Term	Definition
Accommodation	Changes in procedures or materials that increase equitable access during the Smarter Balanced assessments. Assessment accommodations generate valid assessment results for students who need them; they allow these students to show what they know and can do. Accommodations are available for students with documented individualized education programs (IEPs) or Section 504 plans. Consortium-approved accommodations do not compromise the construct, grade-level standards, or intended outcome of the assessments. See the Smarter Balanced *Usability, Accessibility, and Accommodations Guidelines* linked on the CAASPP Forms Web page at http://caaspp.org/administration/instructions/.
Appeal	Authorized users—LEA CAASPP Coordinators and CAASPP Test Site Coordinators—may submit and view requests for resetting, reopening, invalidating, or restoring students' assessments in accordance with state policy. These requests must result from a test security incident or incorrect test setting that impacted testing. All requests must be approved by the California Department of Education (CDE).
Break	There is no limit on the number of breaks or the length of a break that a student may be given according to his or her unique needs. However, for some portions of the test, breaks of more than 20 minutes will prevent the student from returning to items already attempted by the student. For a performance task (PT), the student can break for any amount of time and still return to any previously answered item within the PT's current segment only.
CAASPP Test Site Coordinator (SC)	School staff member responsible for monitoring the test schedule, process, and Test Administrators (TAs). SCs are also responsible for ensuring that TAs have been appropriately trained and that testing is conducted in accordance with the test security and other policies and procedures established by the Smarter Balanced Assessment Consortium. SCs must have a signed *CAASPP Test Security Agreement* on file with the LEA CAASPP Coordinator.
Classroom Activity	A short, teacher-led activity designed to introduce students to the context and contextual vocabulary in the performance task (PT) to ensure that students are not disadvantaged in demonstrating the skills the task intends to assess. A TA or other authorized staff can lead the Classroom Activity. An applicable Classroom Activity is required before the PT portion of the test. The PT should be administered within three days after the Classroom Activity. The Classroom Activity should not be supplemented with any other content that the administrator may think is helpful because doing so may detract from the intended purpose of the Classroom Activity.
Computer Adaptive Test (CAT)	Based on student responses, the computer program selects the difficulty of items throughout the assessment. By adapting to the student as the assessment is taking place, these assessments present an individually tailored set of items to each student and provide more accurate scores for all students across the full range of the achievement continuum.

Term	Definition
Designated Supports	Accessibility features of the assessments available for use by any student for whom the need has been indicated by an educator (or team of educators working with the parent/guardian and student). See the Smarter Balanced *Usability, Accessibility, and Accommodations Guidelines* linked on the CAASPP Instructions and Manuals Web page at http://caaspp.org/administration/instructions/ for complete information.
Full-write	A component of the English language arts/literacy (ELA) performance task that requires the student to develop an informative/explanatory, narrative, or opinion/ argumentative multi-paragraph piece of writing for which he or she engages the full writing process.
Invalidation	A specific appeal in the Appeals system. Invalidating a test in the Appeals system results in the omission of test results and student responses from the testing and accountability systems. Invalidation is often the outcome for assessments impacted by a test security incident. Permission for an invalidation is initiated through the Appeals process in the Test Operations Management System (TOMS). See the *Appeals User Guide* at http://caaspp.org/rsc/pdfs/CAASPP.appeals-guide.2015.pdf for more information on the Appeals process.
Item	A test question or stimulus presented to a student to elicit a response.
LEA CAASPP Coordinator	LEA-level staff member who is responsible for the overall administration of the summative assessment in an LEA. LEA CAASPP Coordinators should ensure that the CAASPP Test Site Coordinators (SCs) and Test Administrators (TAs) in their LEAs are appropriately trained and aware of policies and procedures. LEA CAASPP Coordinators are designated by their district superintendents or the administrator of their independently testing charter school and must have a signed *CAASPP Test Security Agreement* on file with the California Technical Assistance Center (CalTAC).
Pause	Action taken by a student or TA to temporarily halt the test during any part of the test, as needed. Pauses of more than 20 minutes in the CAT component of the test will prevent the student from returning to items already attempted. For a performance task, the student can pause for any amount of time and still return to any previously answered item within the PT's current segment only. More information on test pausing is available in section 7.*2 General Rules of Online Testing*.
Performance Task (PT)	A PT is an item type designed to provide students with an opportunity to demonstrate their ability to apply their knowledge and higher-order thinking skills to explore and analyze a complex, real-world scenario. It is a required portion of the test. Prior to the PT, teachers or instructional staff conduct a Classroom Activity for all students in the class to ensure that a lack of understanding of the context of the task does not interfere with a student's ability to address the content of the task.

Term	Definition
Reopen	A specific appeal in the Appeals system. It applies to a test that has already been submitted or has expired and allows the student to access the previously closed test. For example, a test may be reopened if a student started a test and became ill and was unable to resume testing until after the testing opportunity expired. Permission for a reopen is initiated through the Appeals module in TOMS. See the *Appeals User Guide* at http://caaspp.org/rsc/pdfs/CAASPP.appeals-guide.2015.pdf for more information on the Appeals process.
Reset	A specific appeal in the Appeals system. Resetting a student's test removes that test from the system and enables the student to start a new test. Any work previously done on the test would be lost. Valid reasons for a reset would be if a student's test event was administered inconsistently with the student's IEP (this would include both embedded and non-embedded accommodations) or if the student started a test and did not have a needed language support (such as a language glossary). Permission for a reset is initiated through the Appeals module in TOMS. See the *Appeals User Guide* at http://caaspp.org/rsc/pdfs/CAASPP.appeals-guide.2015.pdf for more information on the Appeals process.
Restore	A specific appeal in the Appeals system. Restore a test from the "Reset" status to its prior status. This action can only be performed on assessments that have been reset. A test opportunity can be restored if it was reset in error. For example, if a test reset was requested for a mathematics test instead of an ELA test, then that mathematics test can be restored to its previous status. Permission for a restore is initiated through the Appeals module in TOMS. See the *Appeals User Guide* for more information on the Appeals process.
Secure Browser	A Web browser that is downloaded and installed on a computer prior to a student beginning the test. The browser is specifically designed for use with the Smarter Balanced assessments to provide secure access to the CAT and PT test for each content area and prevent students from accessing specific hardware and software functions (e.g., other browsers, screenshot programs) that are not allowed during the assessments.
Segment	A part of a test within the test delivery system. Depending on the test, segments typically separate items from others if the eligible tools are different (i.e., the mathematics test may have two segments—one segment that allows calculator use and another segment that does not). When a student completes a segment of the test, he or she will receive a message that indicates that once that segment is submitted it is no longer possible to return to that segment.
Session	A timeframe in which students actively test in a single sitting. The length of a test session is determined by building or LEA administrators who are knowledgeable about the periods in the building and the timing needs associated with the assessment. Smarter Balanced recommends that session durations range between 40 and 120 minutes. However, Smarter Balanced assessments are not timed, and an individual student may need more or less time overall. Further, individual students will have unique needs regarding the length of a test session.

Term	Definition
	Though a session is most often set up by an administrator in the TA Interface, the performance task includes a Classroom Activity, which does not require students to be logged on to the test delivery system but may be administered as an independent session. Smarter Balanced recommends the CAT portion of the ELA and mathematics assessments be administered in at least two sessions. ***Note:*** *A test session does not need to end when a segment ends.*
Statewide Student Identifier (SSID)	A unique, non-personally-identifiable number linked to a given individual student within the California public kindergarten through grade twelve educational system. SSIDs are used to maintain data on individual students, such as linking students to statewide assessment scores and tracking students in and out of schools and LEAs in order to determine more accurate dropout and graduation rates.
Stimulus/Stimuli	Material or materials used in the test context, which form the basis for assessing the knowledge and skills of students. Many items/tasks for the assessments include a stimulus along with a set of questions to which the student responds. Stimulus materials are used in ELA and mathematics assessments to provide context for assessing the knowledge and skills of students and are diverse. They can be traditional reading passages/texts but viewed on a computer screen; images with audio presentations for students to listen to; simulated Web pages for students to use for research; or scenarios to react to.
Test Administrator (TA)	District or school personnel responsible for administering the Smarter Balanced assessments in a secure manner in compliance with the policies and procedures outlined in this manual. TAs are required to have a signed *CAASPP Test Security Affidavit* on file with their SC.
Test Operations and Management System (TOMS)	The management and registration system used for the Smarter Balanced assessments in California. This is the system through which LEA CAASPP Coordinators interact with and inform the test delivery system. This registration system provides users with the tools to set up testing windows, register and manage students participating in the Smarter Balanced assessments, and file appeals. This system uses a role-specific design to restrict access to certain tools and applications based on the user's designated role. See the CAASPP Test Operations and Management System Web page at http://caaspp.org/administration/toms/ for complete information.
Testing Breach	A security event that poses a threat to the validity of the test. Examples may include such situations as a release of secure materials or a security/system risk. These circumstances have external implications for the Consortium and may result in a Consortium decision to remove the test item(s) from the available secure bank. A breach incident must be reported immediately to the CDE. For specific details on how to proceed when an incident has occurred, please refer to section *4.0 Responding to Testing Improprieties, Irregularities, and Breaches* of this manual.

Term	Definition
Testing Impropriety	An unusual circumstance that has a low impact on the individual or group of students who are testing and has a low risk of potentially affecting student performance on the test, test security, or test validity. These circumstances can be corrected and contained at the local level. For specific details on how to proceed when an incident has occurred, please refer to *4.0 Responding to Testing Improprieties, Irregularities, and Breaches* of this manual.
Testing Irregularity	An unusual circumstance that affects an individual or group of students who are testing and may potentially affect student performance on the test, test security, or test validity. These circumstances can be corrected and contained at the local level, but are submitted in the Appeals module in TOMS for resolution of the appeal for testing impact. For specific details on how to proceed when an incident has occurred, please refer to *4.0 Responding to Testing Improprieties, Irregularities, and Breaches* of this manual.
Universal Tools	Available to **all** students based on student preference and selection. See the Smarter Balanced *Usability, Accessibility, and Accommodations Guidelines* linked on the CAASPP Instructions and Manuals Web page at http://caaspp.org/administration/instructions/ for complete information.

APPENDIX B: ITEM TYPES

Item and response types

As students engage with the Smarter Balanced assessments, they will be asked test questions that require them to respond in several ways, some of which may be new to students.

Smarter Balanced has produced several resources that teachers and students can use to get ready for the test, including a Practice Test and a Training Test. It is ***highly recommended*** that **ALL** students access the Training Test Web site before taking the test. Doing so will provide students an opportunity to view and practice each of the item types.

The Practice Tests and Training Tests are available on the CAASPP Smarter Balanced Practice and Training Tests Web page at http://caaspp.org/practice-and-training/.

Summary of item types and how to provide responses

Table 15 lists the different item types and briefly describes each one.

Not all assessments will necessarily include all item types.

Table 15: Item and Scoring Types

Content Area	Type of Item	Brief Description of How to Respond
English language arts/literacy (ELA) and Mathematics	Multiple Choice, single correct response	Four-option multiple choice
	Multiple Choice, multiple correct responses	Multiple-option selected response
	Matching Tables (with a variation True/False or Yes/No)	Table format, click entry
	Short text	Keyboard alphanumeric entry
Mathematics Only	Drag-and-Drop	Drag-and-drop single or multiple elements
	Hot Spot	Select text
	Table Fill In	Table format, click entry
	Graphing	Plot points and/or draw lines
	Equation/Numeric	Enter equation or numeric response
ELA Only	Two-part multiple choice, with evidence-based response	Two part, multiple choice
	Hot Text	Select and order text
	Essay	Keyboard alphanumeric entry

Table 16 catalogues each specific item type and briefly describes the student actions necessary to provide a response.

Table 16: Item Types in the Practice/Training Test

Content Area	Item Type	How Student Responds	Practice Test Examples	Training Test Examples
ELA and Math	Multiple choice, single correct response (radio buttons)	Select the radio button corresponding to an option. To deselect an option, select a different radio button. Select only one option.	Grade (G) 3 ELA, Question 4 G3 Math, Question 10 G4 ELA, Question 2 G4 Math, Question 2 G5 ELA, Question 2 G5 Math, Question 1 G6 ELA, Question 1 G6 Math, Question 1 G7 ELA, Question 2 G7 Math, Question 3 G8 ELA, Question 2 G8 Math, Question 4 G11 ELA, Question 1 G11 Math, Question 24	G3–5 ELA, Question 2, Part A G3–5 Math, Question 1 G6–8, ELA, Question 4 G6–8 Math, Question 7 G11 ELA, Question 4
ELA and Math	Multiple choice, single correct response (highlight)	Highlight an option by selecting an option. To deselect an option, select a different option. Select only one option.	G3 ELA, Question 10 G4 ELA, Question 28 G5 ELA, Question 10 G6 ELA, Question 11 G8 ELA, Question 1 G11 ELA, Question 2 G11 Math, Question 14, Part B	None available
ELA and Math	Multiple choice, multiple correct responses (checkboxes)	Mark a checkbox corresponding to an option. To deselect an option, select the checkbox that is already marked. Mark one or more options.	G3 ELA, Question 6 G3 Math, Question 7 G4 ELA, Question 3 G4 Math, Question 19 G5 ELA, Question 19 G5 Math, Question 26 G6 ELA, Question 7 G6 Math, Question 7 G7 ELA, Question 7 G7 Math, Question 7 G8 ELA, Question 7 G8 Math, Question 16 G11 ELA, Question 14 G11 Math, Question 6	G3–5 ELA, Question 2, Part B G3–5 Math, Question 6 G6–8 Math, Question 4 G11 Math, Question 6

Content Area	Item Type	How Student Responds	Practice Test Examples	Training Test Examples
ELA and Math	Multiple choice, multiple correct responses (highlight)	Highlight an option by selecting it. To deselect an option, select the previously highlighted option. Select one or more options.	G3 ELA, Question 1 G3 Math, Question 4 G4 ELA, Question 20 (Highlight sentences in a paragraph) G4 Math, Question 10 G5 ELA, Question 17 G6 ELA, Question 21 G7 ELA, Question 1 G7 Math, Question 21 Part A G8 ELA, Question 3 G11 ELA, Question 10 G11 Math, Question 4	None available
ELA and Math	Matching Tables (variation using True/False or Yes/No format)	Select a checkbox corresponding to an option in a table cell. To deselect an option, select a checkbox that is already marked.	G3 ELA, Question 29 G3 Math, Question 2 G4 Math, Question 4 G5 ELA, Question 22 G5 Math, Question 22 G6 Math, Question 3 G7 ELA, Question 26 G7 Math, Question 18 G8 Math, Question 2 G11 ELA, Question 30 G11 Math, Question 3	G3–5 ELA, Question 6 G3–5 Math, Question 4 G6–8 ELA, Question 5 G6–8 Math, Question 6 G11 ELA, Question 6 G11 Math, Question 3
ELA and Math	Short Text	Respond via keyboard entry into a multiline text box (no text formatting). This item type offers the ability to edit previously entered text.	G3 ELA, Question 18 G4 ELA, Question 17 G5 ELA, Question 16 G6 ELA, Question 4 G7 ELA, Question 2 G8 ELA, Question 4 G8 Math, Question 20 G11 ELA, Question 12 G11 Math, Question 18	G3-5 ELA, Question 1 G3-5 Math, Question 8 G6-8 ELA, Question 1 G11 ELA, Question 1 G11 Math, Question 2
Math Only	Drag and Drop (select and move objects)	Select and drag an object to the appropriate location in the Question response area.	G3 Math, Question 9 G4 Math, Question 7 G5 Math, Question 21 G6 Math, Question 4 Part B G7 Math, Question 8 G8 Math, Question 1 G11 Math, Question 1	G3–5 Math, Question 3 G6–8 Math, Question 5 G11 Math, Question 1

Content Area	Item Type	How Student Responds	Practice Test Examples	Training Test Examples
Math Only	Hot Spot	Select targeted areas in the response area.	G3 Math, Question 22 G4 Math, Question 24 G5 Math, Question 16 G6 Math, Question 4 Part A G7 Math, Question 13 G8 Math, Question 21 G11 Math, Question 10	G3–5 Math, Question 5 G6–8 Math, Question 8 G11 Math, Question 5
Math Only	Table Fill In	Respond via keyboard entry into table cells or drag/drop objects into table cells.	G4 Math, Question 17 G6 Math, Question 27 G8 Math, Question 28 G11 Math, Question 23	G3–5 Math, Question 9 G6–8 Math, Question 3 G11 Math, Question 7
Math Only	Graphing	Select the [**Add Point**] icon and then select the Question response area to create a new point. To remove the point, select the [**Delete**] icon and then select the point to be deleted. *or* Select the [**Connect Line**] icon and then select the Question response area where the line is to start. Select and drag to the area where the line is to end. To remove the line, select the [**Delete**] icon and then select the line to be deleted.	G3 Math, Question 6 G6 Math, Question 6 G8 Math, Question 5 G11 Math, Question 7	G3–5 Math, Question 7 G6–8 Math, Question 1 G11 Math, Question 8
Math Only	Equation/ Numeric	Select buttons representing numbers and mathematic symbols to create a numeric response or equation.	G3 Math, Question 3 G4 Math, Question 1 G5 Math, Question 14 G6 Math, Question 2 G7 Math, Question 1 G8 Math, Question 3 G11 Math, Question 2	G3–5 Math, Question 2 G6–8 Math, Question 2 G11 Math, Question 4

Content Area	Item Type	How Student Responds	Practice Test Examples	Training Test Examples
ELA Only	Two-part multiple choice, with evidence responses	Questions are multiple-choice (radio buttons) or multiple-choice (highlight).	G3 ELA, Question 13 G4 ELA, Question 10 G7 ELA, Question 5 G11 ELA, Question 5	G3–5 ELA, Question 2 G6–8 ELA, Question 3 G11 ELA, Question 2
ELA Only	Hot Text (select and move text)	Select text and then select and drag text to a new area.	G3 ELA, Question 16 G11 ELA, Question 16	None available
ELA Only	Listening Tasks	Student must start or pause an audio clip by selecting buttons.	G3 ELA, Question 22 G4 ELA, Question 22 G5 ELA, Question 25 G6 ELA, Question 22 G7 ELA, Question 25 G8 ELA, Question 22 G11 ELA, Question 22	G3-5 ELA, Question 5 G6-8 ELA, Question 4 G11 ELA, Question 5
ELA Only	Essay	Respond via keyboard entry using text formatting buttons. Test-taker can edit previously entered text.	ELA Performance Tasks	None available

Technical skills to access embedded resources

To access some of the embedded resources (such as strikethrough, highlighter, American Sign Language videos, and text-to-speech) that are available to help work through these item types, students may need to access the **context menu with their right mouse button.** Please note the method to access the menu is dependent on the student's device type. Devices and methods are shown in Table 17.

Table 17: Context Menu for Selecting with the Right Mouse Button

Device Type	Method to Access Context Menu with the Right Mouse Button
Windows-based desktop or laptop (two-button mouse)	Select with the right mouse button.
Mac OS-based desktop or laptop (one-button mouse)	Hold down the [**Ctrl**] key on keyboard and then select with the mouse button.
iPad tablet (touchscreen)	Tap on the menu in the upper-left corner of the secure browser application.
Android-based tablet (touchscreen)	Tap on the menu in the upper-left corner of the secure browser application.
Chromebook (trackpad)	Hold down the [**Alt**] key on the keyboard and tap the trackpad.

All Roles

APPENDIX C: TEST SECURITY CHART

The **Test Security Chart** shows the test security incident levels and examples of types of issues.

Level of Severity & Potential Effect on Test Security	Types of Issues
LOW Impropriety	Student(s) making distracting gestures/sounds or talking during the test session that creates a disruption in the test session for other students.
	Student(s) leave the test room without authorization.
	Administrator or Coordinator leaving related instructional materials on the walls in the testing room.
MEDIUM Irregularity	Student(s) cheating or providing answers to each other, including passing notes, giving help to other students during testing, or using hand-held electronic devices to exchange information.
	Student(s) accessing the Internet or any unauthorized software or applications during a testing event.
	Student(s) accessing or using unauthorized electronic equipment (e.g., cell phones, PDAs, iPods, or electronic translators) during testing.
	Disruptions to a test session such as a fire drill, school-wide power outage, earthquake, or other acts.
	Administrator or Coordinator failing to ensure administration and supervision of the Smarter Balanced assessments by qualified, trained personnel.
	Administrator giving incorrect instructions that are not corrected prior to testing.
	Administrator or teacher failing to present Classroom Activity prior to performance task administration.
	Administrator or Coordinator giving out his or her username/password (via e-mail or otherwise) to other authorized users.
	Administrator allowing students to continue testing beyond the close of the testing window.
	Administrator or teacher coaching or providing any other type of assistance to students that may affect their responses. This includes both verbal cues (e.g., interpreting, explaining, or paraphrasing the test items or prompts) and nonverbal cues (e.g., voice inflection, pointing, or nodding head) to the correct answer. This also includes leading students through instructional strategies such as think-aloud, asking students to point to the correct answer or otherwise identify the source of their answer, or requiring students to show their work.
	Administrator providing students with nonallowable materials or devices during test administration or allowing inappropriate designated supports and/or accommodations during test administration.
	Administrator allowing anyone other than a student to log on to the test unless prescribed as an allowable accommodation in the student's individualized education program (IEP). This includes Test Administrators (TAs) or other staff using student information to log on or allowing a student to log on using another student's information.
	Administrator providing a student access to another student's work/responses.
HIGH BREACH	Administrator or Coordinator modifying student responses or records at any time.
	The live Student Interface or TA Interface being used for practice instead of the Training or Practice Tests.
	Adult or student posting items or test materials on social media (e.g., Twitter, Facebook, etc.).
	Administrator allowing students to take home printed test items, reading passages, writing prompts, or scratch paper that was used during the test or failing to otherwise securely store test materials.
	Adult or student copying, discussing, or otherwise retaining test items, stimuli, reading passages, writing prompts, or answers for any reason. This includes the use of photocopiers or digital, electronic, or manual devices to record or communicate a test item. This also includes using secure test items, modified secure test items, reading passages, writing prompts, or answer keys for instructional purposes.
	Secure test materials being shared with the media (such as the writing prompts, test items, or reading passages), or allowing media to observe a secure test administration.
	Adult or student improperly removing secure testing materials such as test items, stimuli, reading passages, writing prompts, or scratch paper from the testing environment.

APPENDIX D: ACCESSIBILITY GUIDELINES FOR CLASSROOM ACTIVITIES

Students with disabilities are allowed to have accommodations, and English learners should have access to language supports they regularly use during classroom instruction. The information noted in Table 18 provides teachers with options that may be implemented during the activity as needed for students to have appropriate access to the information included in the Classroom Activity.

Overall Strategies for the Classroom Activity are as follows:

- Teachers may employ the same strategies for the Classroom Activity they use during instruction to attend to the diversity of individual student needs.
- Teachers may employ formative practices and professional judgment to determine whether or not individual students require additional support or scaffolding to meet the objectives of the Classroom Activity.
- Teachers can read and reread aloud any text included in the Classroom Activity.
- Teachers may employ assistive technologies that are typically available during instruction.
- The additional supports and strategies described in the table below may be made available to any student based on the student's individual needs and are not limited to particular impairments or to students who have individualized education programs (IEPs) or Section 504 plans.
- Teachers may adjust any Classroom Activity to allow for different instructional settings (e.g., individual student make-up activity, remote learning environment).
- Teachers may employ more than one suggested strategy listed in the table below to meet student needs.
- These strategies are not mutually exclusive.

Table 18: Classroom Activity Guidance for Needs-Specific Accessibility Options

Student Need	Guidance for Accessibility (Student IEP and Section 504 plans supersede these guidelines)
Visual Impairments	• Reading Materials: All materials required to be read by a student may be read aloud to the student. • Pictures, Figures, Drawings, and Photographs: Descriptions may be read to students. In addition, teachers may provide students with further explanation of the descriptions. These explanations may clarify the description without adding additional content. • Graphs: Further descriptions or repetition of descriptions may be necessary for a student. These explanations may clarify the description without adding additional content. • Venn Diagrams: Venn diagrams may be described to the student. In addition, a teacher may use a different chart, diagram format, or graphic organizer.
Reading Impairments	• Reading Materials: All materials required to be read by a student, may be read aloud to the student. • Writing Activities: All activities that require the student to write may allow for an oral response or the use of technology usually used by the student in a classroom environment.

Student Need	Guidance for Accessibility (Student IEP and Section 504 plans supersede these guidelines)
Physical Impairments	• Kinesthetic Activities: If a student cannot participate in a kinesthetic activity, the student may be asked to describe the activity orally. • Activities Requiring Movement: Tasks such as moving around the room or coming up to the board can be modified to allow the teacher or other students to interact with the student or allow for the student to respond orally. • Writing Activities: If helpful to a student, all activities that require the student to write may allow for an oral response or the use of technology usually used by the student in a classroom environment.
Hearing Impairments	• Activities Requiring Listening: Listening activities may be presented in American Sign Language (ASL). For activities that require students to describe sounds, such as those from a thunderstorm, a sound may be described by the student as how it feels and looks. • Activities Requiring Oral Responses: Oral responses may be provided via sign language or in writing.
Expressive Language Impairments	• Activities Requiring Oral Responses: Oral responses may be provided in writing, using a communication device, or any other means that the student uses to communicate.
English Learners	• Reading Materials: All materials required to be read by a student, may be read aloud to the student. • Writing Activities: All activities that require the student to write may allow for an oral response. • Visual Supports: If helpful to a student, vocabulary and key contextual topics may be supplemented with visual supports. • Flexible Grouping: Teachers may administer the Classroom Activity in flexible groups based on English language proficiency. • Activities Requiring Oral Responses: Oral responses may be provided in writing. • Students may use an English, non-English, and bilingual dictionary and thesaurus as needed.
Separate Setting	• Group activities may be tailored to occur between a single student and his or her educator where the educator and student share discussion and work. • Activities between student(s) and an educator may be conducted online or via a telephone connection. • All student-facing information included in a Classroom Activity should be presented to students working in a separate setting.

APPENDIX E: RESOURCES AND PRACTICES COMPARISON CROSSWALK

Smarter Balanced is committed to providing mathematics and English language arts/literacy (ELA) assessments that are accessible to all students. The Smarter Balanced assessments are accessible via a suite of resources (universal tools, designated supports, and accommodations) available locally or directly in the test platform. Although many resources, particularly those embedded in the system, may appear new, many of the resources are similar to those commonly used during classroom instruction. To help states identify similarities between the assessment resources and classroom practices, Smarter Balanced has developed a *Resources and Practices Comparison Crosswalk*. The *Crosswalk* lists resources currently included in the *Guidelines* document and assists educators and decision-makers by providing a description of both the resource and its classroom equivalent.

No.	*Guidelines* Resource	Description (See *Guidelines* for Full Description)	Pedagogical Practices	Description
1.	**Breaks**	The number of items per session can be flexibly defined based on the student's need.	Breaks	Students pace themselves while completing work. Students may move about the classroom or take a short break outside to refocus.
2.	**Color Contrast**	Enables students to adjust screen, printed background, or font color, based on student needs or preferences.	Color coding (Varied printing color and paper color)	Students have instructional materials that have different font or background paper color(s). Students may use one color for a main idea and another color for details when outlining or taking notes.
3.	**Color Overlays**	Color transparencies are placed over a paper-based assessment.	Color overlays	Color transparencies are placed over a paper-based assessment.
4.	**Digital Notepad** **Global Notes** **Scratch Paper**	These tools are used for making notes, computations, or responses about an item or performance task.	AVID Style Notes, Cornell Notes, brainstorming ideas, writing down connections, scratch paper, whiteboards, or notepaper	Strategies allow students to create notes or work on computations. Students may create two-column notes to record main ideas and to make connections with previous knowledge or ask questions. Students may organize ideas by listing all ideas for each topic and then prioritize.
5.	**Highlighter**	A digital tool for marking desired text, item questions, item answers, or parts of these with a color.	Highlighter	A digital or physical tool for marking desired text with a color. Students use highlighters to distinguish useful/meaningful text when completing an assignment. Students can denote main ideas, supporting details, and conclusion.

No.	*Guidelines* Resource	Description (See *Guidelines* for Full Description)	Pedagogical Practices	Description
6.	**Keyboard Navigation**	Navigation throughout text can be accomplished by using a keyboard.	Students applying keyboarding skills using knowledge/skill of software	Students use classroom software programs such as Accelerated Reader, Interactive Math, Rosetta Stone, or EDMODO to complete classroom assignments, and make use of keyboarding skills in doing so.
7.	**Magnification**	The size of specific areas of the screen (e.g., text, formulas, tables, graphics, and navigation buttons) may be adjusted by the student with an assistive technology device.	Large-print texts or use of magnifying devices during instruction	Visually impaired students are provided large-print versions of state textbooks to enable access to curriculum. Students use computer screen enlargement to work in teams.
8.	**Mark for Review**	Allows students to flag items for future review during the assessment.	Circle, star, or check (✓) the item numbers of problems or questions that have not been answered	Circling, starring, or placing a check mark by an item about which a student is unsure enables the student to proceed to the next item. Students may also use paper sticky flags to notate areas for review or rereading. Students may also circle steps within a mathematics problem to revisit or ask questions.
9.	**Masking**	Masking involves blocking off content that is not of immediate need or that may be distracting to the student. Students are able to focus their attention on a specific part of a test item by masking.	Use of white space on documents Masking device	During instruction, students use a masking device that covers up sections of text before/after they read it, to maintain visual attention. Teachers create a clean document for students to work from that is not too "busy" or crowded with distracting information. Students use paper to block test questions, to decrease distractions. Teachers block off text on classroom boards or overhead projectors to focus students on topics during whole-group discussions.
10.	**Spell Check**	Writing tool for checking the spelling of words in student-generated responses.	Proofreading	Students proofread other students' work using a dictionary. Teachers proofread students'

No.	*Guidelines* Resource	Description (See *Guidelines* for Full Description)	Pedagogical Practices	Description
				work and have students make specific corrections. Students use rubrics to evaluate their own work, including checking for spelling, grammar, or content.
			Automated spell-check device	Students use an automated spell-check device during instruction.
11.	Strikethrough	Allows users to cross out answer options.	Process of elimination	Students cross out the answers to multiple-choice items that are obviously wrong. Students cross out incorrect words in sentences.
12.	Zoom	A tool for making text or other graphics in a window or frame appear larger on the screen.	Large-print texts	Students receive large-print versions of state textbooks, or other text, to enable access to curriculum. Students have access to enlarged mathematics problems to make sure all steps are completed.
13.	Bilingual Dictionary	A bilingual/dual-language word-to-word dictionary is a language support.	Bilingual/dual-language paper dictionaries	Students use electronic or paper bilingual/dual-language dictionaries to look up word meanings during instruction.
14.	English Dictionary	An embedded English dictionary will be available for the full write portion of an ELA/literacy performance task. A non-embedded English dictionary may be available for the same portion of the test.	Electronic or paper English dictionary	Students use an electronic or paper English dictionary to look up word meanings.
15.	English Glossary	Grade- and context-appropriate definitions of specific construct-irrelevant terms are shown in English.	Identify useful text features for understanding new vocabulary	Students utilize embedded definitions in textbooks; definitions in footnotes, margins, photos, charts, and illustrations; and glossaries in the rear of textbooks to clarify word meanings.
			English glossaries (instructional materials)	Students use glossaries of terms in their textbooks or instructional materials.

No.	*Guidelines* Resource	Description (See *Guidelines* for Full Description)	Pedagogical Practices	Description
16.	**Stacked Translations**	Stacked translations provide the full translation of each test item above the original item in English.	Bilingual glossaries	Students utilize bilingual glossaries in the rear of textbooks to find unknown word meanings. Students use bilingual word list(s) appropriate to the subject area and language acquisition.
			Stacked or bilingual translations	Students use bilingual translations during their instruction (homework, worksheets, etc.).
17.	**Thesaurus**	A thesaurus contains synonyms of terms while a student interacts with text included in the assessment.	Electronic or paper thesaurus	Students utilize a thesaurus to enrich their writing vocabulary and to hone their knowledge of nuances in the English language.
18.	**Translation Glossaries**	Translation glossaries are provided for selected construct-irrelevant terms for mathematics.	Translation glossaries (instructional materials)	Students use a translation glossary at the end of their text to facilitate transferring knowledge/skills from their primary language to English. Students use bilingual glossaries to find the meanings of content-specific words (e.g., mathematics, science, history). Glossaries may be located in the appendixes of their textbooks or instructional materials.
19.	**Translated Test Directions**	Students may see test directions in another language.	Translated test directions	Written translated test directions are provided on the page, on the board, or on a classroom visual media device. Students are provided both English and native-language directions to build skill and understanding in classroom directions.
			Translated instructions on assignments	Students have their assignment directions translated into their native language.
20.	**Abacus**	This tool may be used in place of scratch paper for students who typically use an abacus.	Counting devices (blocks, tiles, chips, etc.) or scratch paper	Students use items to count during instruction.

No.	*Guidelines* Resource	Description (See *Guidelines* for Full Description)	Pedagogical Practices	Description
21.	**Alternate Response Options**	Alternate response options include but are not limited to adapted keyboards, large keyboards, StickyKeys, MouseKeys, FilterKeys, adapted mouse, touch screen, head wand, and switches.	Dictated responses	Students dictate responses to a teacher or an instructional assistant who records them. Students use communication boards, picture representations, or other individual expressive communication devices.
22.	**American Sign Language (ASL)**	Test content is translated into ASL video. An ASL human signer and the signed test content are viewed on the same screen.	American Sign Language	An ASL interpreter or ASL-certified instructor signs during instruction.
23.	**Braille**	A raised-dot code that individuals read with the fingertips. Graphic material (e.g., maps, charts, graphs, diagrams, and illustrations) is presented in a raised format (paper or thermoform). Contracted and non-contracted braille are available; Nemeth code is available for mathematics.	Braille	Instructional materials and assignments are completed in braille.
24.	**Calculator**	A calculator may be accessed for calculator-allowed items. The student may use the calculator offered with assistive technology devices (such as a talking calculator or a braille calculator).	Handheld calculators or computer calculators	Calculators may be used to do basic calculation in multi-step mathematics processes that are not being assessed. A student may use the calculator offered with assistive technology devices (such as a talking calculator or a braille calculator).
25.	**Closed Captioning**	Printed text that appears on the computer screen as audio materials are presented.	Instructional videos; movies	In-class videos and films are used that contain closed captioning. Closed captioning is used in foreign-language classes.
26.	**Math Tools**	Examples include embedded ruler or embedded protractor.	Rulers, protractors, number lines, manipulatives	Students may use rulers, protractors, and manipulative materials to complete graphs, rays, and circumferences.
27.	**Multiplication Table**	A paper-based single-digit (1–9) multiplication	Paper-based multiplication table	Students use a multiplication table (often it is a sticker on

No.	*Guidelines* Resource	Description (See *Guidelines* for Full Description)	Pedagogical Practices	Description
		table.		their desk) during regular instruction and assessments.
28.	**Print on Demand**	Paper copies of passages/stimuli and/or items are printed for students.	Printed materials	Teacher-provided print materials are used to facilitate learning activities. Photocopies of passages are used instead of textbooks so that students can write and/or highlight.
29.	**Separate Setting**	The test location is altered so that the student is tested in a setting different from that made available for most students.	Special seating arrangements	Students who are easily distractible are provided strategic seating within the classroom, to improve focus. Students may come in during off periods to do homework or class assignments when the classroom has only a few students. During instruction and or testing, students are allowed to find an alternative environment to be in.
30.	**Speech-to-Text / Scribe**	Allows students to use their voices as input devices to the computer (or a human), to dictate responses or give commands (e.g., opening application programs, pulling down menus, and saving work).	Tape recorders, scribes, specific computer programs	Students may use a tape recorder or scribe as an alternative to writing when a processing or physical challenge is present. A trained adult then transcribes the student's response word-for-word on the student's test or assignment.
31.	**Text-to-Speech / Read-Aloud**	Text is read aloud to the student via embedded text-to-speech technology or a human.	Teacher or assistant reads aloud instructions	Listening skills are taught using read-aloud material, and then students are checked for understanding. Students listen to a prerecorded audio presentation (book-on-tape) of text or a book.
32.	**Writing Tools**	Examples include bold, italic, bullets, undo/redo.	Writing tools	Students use desktop publishing software (Microsoft Word) in order to type a story or article during instruction. Students may use italics and bullets to cite a reference or to emphasize important ideas.

APPENDIX F: MULTIPLICATION TABLE

A single-digit (1–9) multiplication table is a non-embedded accommodation for **grades 4 and above** mathematics items. The multiplication table is to be used *only* for students with a documented and persistent calculation disability (i.e., dyscalculia). This table can be printed and/or enlarged for students requiring this accommodation. It is also available as a PDF on the CAASPP Test Administrator (TA) Resources Web page at http://caaspp.org/ta-resources/.

MULTIPLICATION TABLE									
×	1	2	3	4	5	6	7	8	9
1	1	2	3	4	5	6	7	8	9
2	2	4	6	8	10	12	14	16	18
3	3	6	9	12	15	18	21	24	27
4	4	8	12	16	20	24	28	32	36
5	5	10	15	20	25	30	35	40	45
6	6	12	18	24	30	36	42	48	54
7	7	14	21	28	35	42	49	56	63
8	8	16	24	32	40	48	56	64	72
9	9	18	27	36	45	54	63	72	81

APPENDIX G. ABOUT THE SECURE BROWSER

Students must use the secure browser installed on the computer to log on to the Student Testing Site. The secure browser is designed to ensure test security by prohibiting access to external applications or navigation away from the test.

Your school's Technology Coordinator is responsible for ensuring that the secure browser has been correctly installed on all computers to be used for testing at your school. If you are not sure that the secure browser was installed or you have questions, contact your Technology Coordinator.

Note: For information about installing the secure browser, refer to the *Secure Browser Installation Manual*. This document is available on the California Assessment of Student Performance and Progress (CAASPP) Instructions and Manuals Web page at http://caaspp.org/administration/instructions/ and is located at http://caaspp.org/rsc/pdfs/CAASPP.secure-browser-manual.2015.pdf.

Precautions to Take

While the secure browser is an integral component of test security, Test Administrators (TAs) perform an equally important role in preserving test integrity. In addition to the guidelines put forth by the Smarter Balanced Assessment Consortium, the State of California, and individual local educational agencies (LEAs) or schools, TAs should be aware of the following and employ the necessary precautions while administering online tests:

- **Close External User Applications**
- Prior to administering the online assessments, TAs or other assigned staff should check all computers that will be used and close all applications except those identified as necessary by the School Technology Coordinator. After closing these applications, the TA should open the secure browser on each computer.
- The secure browser and Student Interface automatically detect certain applications that are prohibited from running on a computer while the secure browser is open. The secure browser will not allow a student to log on if the computer detects that a forbidden application is running. A message will also display that lists the forbidden application(s) that needs to be closed.

  The secure browser will not work if the computer detects that a forbidden application is running (see the next section).
- **Prohibit Testing on Computers with Dual Monitors**
- Systems that use a dual monitor setup typically display an application on one monitor screen while another application is accessible on the other screen.

  Students should *not* take online assessments on computers that are connected to more than one monitor except in extremely rare circumstances such as when a TA is administering a test via read-aloud and wants to have a duplicate screen to view exactly what the student is viewing for ease of reading aloud. In these rare cases where a dual monitor is allowed, Smarter Balanced requires that the monitors be set up to "mirror" each other. School Technology Coordinators can assist TAs in setting up the two monitors to ensure they mirror each other rather than operate as independent monitors.

  In these cases, all security procedures must be followed and the test administered in a secure environment to prevent others from hearing the questions or viewing the student or TA screens.

Forbidden Application Detection

The secure browser and Student Testing Site automatically detect certain applications that are prohibited from running on a computer while the secure browser is open, unless the student has Permissive Mode enabled for testing. When the secure browser is launched, the system checks all applications currently running on a computer. If a forbidden application is detected, the student will not be able to log on. A message will also be displayed that lists the forbidden application(s) that need to be closed.

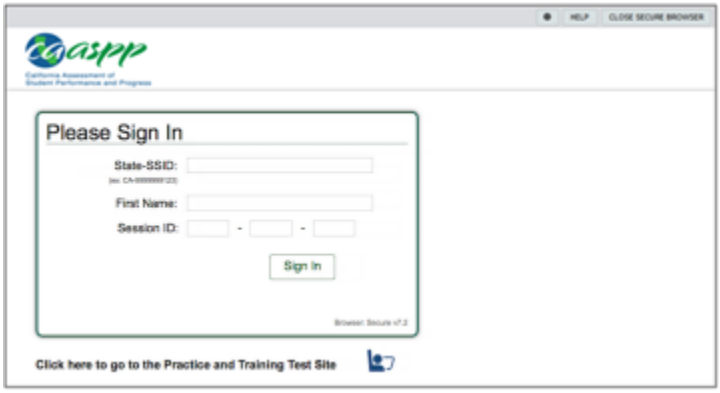
Warning: If a forbidden application is launched in the background while the student is already in a test, the student will be logged off and a message—"A forbidden program has started, and you will be logged out. Ask your Test Administrator for assistance."—will display. The student will have to close the forbidden application, reopen the secure browser, and log on to continue working on the assessment. This would be considered a test security incident. A test irregularity report must be completed.

Before administering tests, TAs should ensure that all software applications are closed before opening the secure browser on student computers. Contact your school's technology staff if you need assistance in closing forbidden applications.

Logging On to the Desktop Secure Browser

Students taking tests with a desktop secure browser must log on using their First Name (the student's legal first name as it appears in the California Longitudinal Pupil Achievement Data System), State-SSID, and Session ID. California students will be testing on dedicated, state-specific secure browsers which will include the CAASPP logo, as shown in Figure 16. LEA and technology staff should follow the instructions provided in the *Technical Specifications Manual for Online Testing* and *Secure Browser Installation Manual* to ensure that the latest version of the browser is present on each machine to be used for testing. Both of these manuals are available for download on the CAASPP Instructions and Manuals Web page at http://caaspp.org/administration/instructions/.

Figure 16. Sample student *Sign In* screen



About Testing on iPads, Android Tablets, and Chromebooks

Students taking tests on an iPad, Android tablet, or Chromebook must use devices that are already configured for secure online testing. These devices should be ready for testing before they are given to students. For detailed instructions on configuring iPads, Android tablets, and Chromebooks, refer to the *Technical Specifications Manual for Online Testing*, which is available on the CAASPP Instructions and Manuals Web page at http://caaspp.org/administration/instructions/.

Configuring iPads

1. Tap the **AIRSecureTest** secure browser icon to open it.
2. Press the [**Home**] button three times in quick succession to enable Guided Access. (For more information about Guided Access, refer to the *Technical Specifications for Online Testing*.)
3. Tap the [**Start**] button in the upper-right corner. Guided Access is now activated.
4. When prompted, select "California" from the list of states (the test administration program will be autopopulated). This *Launchpad* page appears only once. The student *Sign In* screen will display.
5. The student *Sign In* screen should be ready for students to log on.

Configuring Android Tablets

1. Tap the **AIRSecureTest** secure browser icon to open it.
2. Follow the prompts on the screen. If you have not selected the secure browser keyboard, you will need to do so. (For Android secure browser keyboard instructions, refer to the *Technical Specifications for Online Testing* manual.)
3. When prompted, select "California" from the list of states (the test administration program will be autopopulated). This Launchpad page appears only once. The student *Sign In* screen will display.
4. The student *Sign In* screen should be ready for students to log on.

Configuring Chromebooks

1. From the [**Apps**] link on the Chrome OS login screen, select the **AIRSecureTest** secure browser.
2. When prompted, select "California" from the list of states (the test administration program will be auto-populated). This *Launchpad* page appears only once. The student *Sign In* screen will display.
3. The student *Sign In* screen should be ready for students to log on.

About Permissive Mode

Permissive Mode is a designated support option that must be enabled in the Test Operations Management System (TOMS). When Permissive Mode is enabled, students can use accessibility software in addition to the secure browser.

Permissive Mode becomes enabled when the student is approved for testing. Students who have the Permissive Mode setting enabled must **not** continue with the logon process until their accessibility software is correctly configured. Otherwise, they will have to log off and resume the logon process.

Using accessibility software with the secure browser:

1. Open the required accessibility software.
2. Open the secure browser. Begin the normal logon process through to TA approval (for logon instructions, refer to Student Logon and Test Selection).
3. When a student is approved for testing, two things happen:
   a. The student sees the *Is This Your Test?* screen (Step 4, Verifying Test Information).
   b. The secure browser allows the operating system's menu and task bar to appear:

      Windows: Start menu and bottom task bar

      Mac: Apple menu and top task bar
4. The student ***must immediately switch*** to the accessibility software that is already open on the computer so that it appears "on top" of the secure browser. The student cannot select within the secure browser until the accessibility software is set up.
   a. **Windows:** Use [**Alt**] + [**Tab**] to switch to the accessibility software application or select the application in the task bar.
   b. **Mac:** Use [**Ctrl**] + [**Tab**] to switch to the accessibility software application or select the application in the dock.
5. The student configures the settings in the accessibility software.
6. After configuring the accessibility software settings, the student returns to the secure browser.

   Important: *Once the secure browser is back "on top," the student can no longer switch back to the accessibility software. The taskbar and operating system menu will also be hidden. If changes need to be made, the student will need to log off and back in again.*
7. The student selects [**Yes, Start My Test**] and continues with the logon process.

Notes:

- Permissive Mode is available only for computers running supported desktop Windows and Mac operating systems. For information about supported operating systems, refer to the *Technical Specifications Manual for Online Testing*.
- Accessibility software must be certified for use with the Smarter Balanced Test Delivery System.
- Forbidden applications will still not be allowed to run.

Secure Browser Error Messages

Possible error messages displayed by the open-source secure browser are shown in Table 19.

Table 19. Secure Browser Error Messages

Message	Description
Secure Browser Not Detected	The system automatically detects whether a computer is using the secure browser to access the online assessments. The system will not permit access to a test other than through the secure browser; under no condition should a student access a test using a nonsecure browser.

Message	Description
Unable to Establish a Connection with the Test Delivery System	If a computer fails to establish a connection with the test delivery system, a message will be displayed like the one in Figure 17. This is most likely to occur if there is a network-related problem. The causes may include an unplugged network cable or a firewall not allowing access to the Web site.

Figure 17. Unable to Establish Connection message

Force-Quit Commands for Secure Browsers

In the rare event that the secure browser or test becomes unresponsive and you cannot pause the test or close the secure browser, you have the ability to "force quit" the secure browser.

To force the browser to close, use the following keyboard commands. (Reminder: This will log the student off of the test he or she is taking. When the secure browser is opened again, the student will have to log back on to resume testing.)

Warning: You are strongly advised against using the force-quit commands, as the secure browser treats this action as an abnormal termination. The secure browser hides features such as the Windows taskbar; if the secure browser is not closed correctly, then the taskbar may not reappear correctly.

These commands should be used only if the [Close Secure Browser] button does not work.

Note: The force-quit command will log the student off of the test he or she is taking. When the secure browser is opened again, the student will have to log on again to resume testing.

Force-quit Commands
Windows: [**Ctrl**] + [**Alt**] + [**Shift**] + [**F10**] Mac OS X: [**Ctrl**] + [**Alt**] + [**Shift**] + [**F10**] Linux: [**Ctrl**] + [**Alt**] + [**Shift**] + [**Esc**] *Note for Windows and Mac Users:* If you are using a laptop or netbook, you may also need to press the [**FN**] key before pressing [**F10**].

Force-quit commands do not exist for the mobile secure browser for iOS and Android tablets. To close the secure browser:

- **iOS (iPads):** Triple-click the [**Home**] button to exit Guided Access, and then close the app as you would any other iOS app.
- **Android:** Tap the [**Exit**] button in the upper-right corner to close the secure browser.

APPENDIX H: NON–PERFORMANCE TASK PAUSE RULE SCENARIOS

Scenarios:

1. If the computer adaptive test (CAT) portion of the test is paused for less than 20 minutes, the student can return to previous test pages and change the response to any item he or she has already answered within a segment.
2. If the CAT portion of the test is paused for more than 20 minutes, the test will return the student to the last page with unanswered items when the student resumes testing. If a page has both answered and unanswered items, the student may change any answers on that page. The student may not return to previous pages and cannot change answers to items on previous pages.
    a. Example: A single test page has items 4–10. A student answers items 4–7 and pauses the test for more than 20 minutes. When the student resumes testing, he or she can change answers to items 4–10 but cannot return to items 1–3 on an earlier page.
    b. Example: A page contains items 9–11 and a student answers all of those items before pausing the test for more than 20 minutes. When the student resumes testing, he or she will begin on item 12 and cannot return to items 1–11.

APPENDIX I: LEA CAASPP COORDINATOR CHECKLIST

	LEA CAASPP Coordinator Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
	Direct Responsibilities				
☐	1. Notify schools when training materials are available.	*Online Test Administra-tion Manual (TAM)*, section *2.1*		Complete at least 5–6 weeks prior to testing.	http://caaspp.org/training/caaspp/
☐	2. Notify schools when administration manuals are available.	*TAM,* section *2.1*		Complete at least 5–6 weeks prior to testing.	http://caaspp.org/administration/instructions/
☐	3. Review all Smarter Balanced policy and test administration documents.	*TAM*, section *2.1*	3 to 5 hours	Complete at least 5–6 weeks prior to testing.	http://caaspp.org/administration/instructions/
☐	4. Review scheduling and testing requirements with CAASPP Test Site Coordinators (SCs).	*TAM*, sections *7.2* and *7.3*	60–90 minutes	Complete at least 3–4 weeks prior to testing.	http://caaspp.org/administration/instructions/
☐	5. Plan any state-required training for SCs and Test Administrators (TAs); retrain as needed.	*None*		Complete at least 3 weeks prior to testing.	
☐	6. Review training modules and schedule training session for SCs.	*TAM*, section *2.1*	2–3 hours	Complete while spaced over 2–3 weeks prior to testing.	http://caaspp.org/training/caaspp/
☐	7. Review security procedures with SCs and TAs.	*TAM,* sections *3.0, 4.0,* and *Appendix C*		Complete at least 2–3 weeks prior to testing.	http://caaspp.org/training/caaspp/ http://caaspp.org/administration/instructions/

	LEA CAASPP Coordinator Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	8. Work with LEA Technology Coordinators to ensure timely computer setup. • Conduct network diagnostics. • Download the secure browser. • Verify that schools meet the minimum technology requirements.	*Technical Specifica-tions Manual (TSM)*, section *I*, Network Diagnostic Tools *Secure Browser Installation Manual,* section *V* *TSM*, sections *II* and *III*	5–10 hours	Complete at least 2 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.tech-specs-manual.2015.pdf http://caaspp.org/rsc/pdfs/CAASPP.secure-browser-manual.2015.pdf
☐	9. Work with schools to review and verify California Longitudinal Pupil Achievement Data System (CALPADS) student demographic data in the Test Operations Management System (TOMS).	*TOMS Online Student Test Settings User Guide*	2–4 hours	Complete at least 2 weeks before testing and during testing.	http://caaspp.org/rsc/pdfs/CAASPP.student-test-settings.2015.pdf
☐	10. Perform an equipment needs assessment based on individual student requirements. • Work with the SC to identify students who will need specialized equipment for accommodations. • Communicate with the SC/TAs to identify the number of headsets needed in order to take the English language arts/literacy (ELA) Listening portions of the assessment. Place order for the number of headsets needed plus extra.	*None*	1–2 hours	Complete at least 2 weeks prior to testing.	Students are permitted and encouraged to use their own ear buds or headsets—but LEAs and schools should also plan on having some available.

	LEA CAASPP Coordinator Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
	Monitor Administration Activities				
☐	11. Investigate all testing improprieties, irregularities, and breaches reported by TAs. • Follow reporting procedure according to section *4.0.*	*TAM,* section *4.0*	As needed	Ongoing. Deadline for all submissions will be one week after the testing window closes.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	12. Report any test security incident in the Appeals module in TOMS (if appropriate) and report to the appropriate personnel according to the guidelines in section *4.0* and *5.0*.	*TAM,* sections *4.0* and *5.0* *Appeals User Guide*	As needed		http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf http://caaspp.org/rsc/pdfs/CAASPP.appeals-guide.2015.pdf
☐	13. Monitor with the LEA Technology Coordinator any technical problems to apply resolutions or disseminate information at other school sites prior to testing.	None		Ongoing throughout the testing window.	
	Oversight Responsibilities				
☐	1. Ensure that SCs and TAs in the LEA are appropriately trained and aware of policies and procedures, especially related to security.	*TAM,* sections *3.0 and 4.0*		Complete at least 3 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	2. Review school test administration schedules for adequate time and resource planning.	*TAM*, section *7.3*		Complete at least 3 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	3. Verify that SCs and TAs have reviewed student information in TOMS and are verifying student settings for designated supports and accommodations in TOMS.	*TOMS Assigning and Managing Student Test Registration*		Complete at least 2 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.student-test-settings.2015.pdf

	LEA CAASPP Coordinator Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	4. You or your designee must be available during your testing window for questions and problem solving.	*None*		Complete during your entire testing window.	
☐	5. Communicate regularly with SCs any emerging trends or issues.	*None*		Complete during your entire testing window.	

Contact Information	
Questions about state policies	**Questions about technology and the overall administration procedures**
California Department of Education **Accommodations, Test Policy, Testing Irregularities** Name: **CAASPP Office** Phone: **916-445-8765** E-mail: **caaspp@cde.ca.gov** **California Department of Education** **(in the event of a security breach or irregularity)** Name: **CAASPP Office** Fax: **916-319-0969** E-mail: **CAASPPirreg@cde.ca.gov**	**California Technical Assistance Center** 800-955-2954 CalTAC@ets.org http://caaspp.org/about/smarter-balanced/ http://caaspp.org/administration/instructions/ Hours of operation: Monday through Friday, 7 a.m. to 5 p.m. PT

APPENDIX J: CAASPP TEST SITE COORDINATOR CHECKLIST

	CAASPP Test Site Coordinator (SC) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
	Direct Responsibilities				
☐	1. Attend trainings your LEA offers and review all Smarter Balanced policy and test administration documents.	*Online Test Administration Manual (TAM),* section *2.1*	2 to 4 hours	Complete at least 3 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	2. Ensure that all Test Administrators (TAs) attend your school's or LEA's training and review the self-paced online training modules posted on the CAASPP portal. Review with TAs the videos ("What is a CAT?" and "What are Universal Tools?") and encourage them to show these to their students in preparation for the test.	*TAM,* section *2.1*	2–3 hours	Complete at least 3 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf http://caaspp.org/training/caaspp/
☐	3. Work with technology personnel to ensure timely computer setup: • Conduct network diagnostics. • Download the secure browser. • Verify that your school has met the minimum technology requirements. • Ensure that other technical issues are resolved before and during testing.	*Technical Specifications Manual (TSM),* section *I*, Network Diagnostic Tools *Secure Browser Installation Manual* *TSM*, sections *II* and *III*	5–10 hours	Complete at least 3–4 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.tech-specs-manual.2015.pdf http://caaspp.org/rsc/pdfs/CAASPP.secure-browser-manual.2015.pdf

	CAASPP Test Site Coordinator (SC) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	4. Communicate with the TAs to identify the number of headsets needed for each testing site and ensure that the needed number are available at least two weeks prior to the testing window. • Headsets are required for the English language arts/literacy (ELA) Listening portions of the assessment, for students who require text-to-speech, or for students requiring audio glossaries (mathematics only). • Communicate with the LEA CAASPP Coordinator to identify the number of headsets needed.	*None*	Up to 1 hour	Complete at least 2 weeks prior to testing.	Order the number needed plus extra. Students are permitted and encouraged to use their own ear buds or headsets—but LEAs and schools should also plan on having some available.
☐	5. Perform an equipment needs check based on individual student requirements. • Work with TAs to identify students who will need specialized equipment for accommodations.	*None*	1–2 hours	Complete at least 2 weeks prior to testing.	
☐	6. Based on the test administration windows, work with TAs and LEA CAASPP Coordinators to establish a testing schedule.	*TAM,* section *7.4*	2–4 hours	Complete at least 1–2 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	7. Work with TAs to review student information in the Test Operations Management System (TOMS) before students are tested to ensure that correct student information and test settings for designated supports and accommodations are applied.	*TOMS Assigning and Managing Student Test Registration* *TAM,* section *9.2*	2–4 hours	Complete at least 1–2 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.student-test-settings.2015.pdf http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf

	CAASPP Test Site Coordinator (SC) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	8. Establish a place to test those students who need a separate test setting.	*Usability, Accessibility, and Accom-modations Guidelines*	1–2 hours	Complete at least 1–2 weeks prior to testing.	http://caaspp.org/administration/instructions/
☐	9. Work with TAs to plan a quiet activity for each test session for students who finish early.	*None*	30 minutes	Complete the week of testing.	The activity should not be related to the test being given. For example, students who finish early may work on assignments for unrelated subjects or read a book.
☐	10. Because all assessments will have computer adaptive test (CAT) items plus a performance task (PT) with a classroom-based activity: • Download and review the Classroom Activity for your grade(s). • Work with your TAs to plan the administration of the Classroom Activity.	*TAM,* section *9.2*	30–60 minutes planning the day prior to adminis-tering the PT	Complete the week of testing.	Administration of the CAT items plus a PT with a classroom-based activity will require advance preparations. http://caaspp.org/
☐	11. Ensure proper handling of all printed test materials and scratch paper. Collect all test materials on each day of testing to keep in a secure location until after the test session, and then destroy according to the security policy outlined in the *TAM*.	*TAM,* sections *3.2* and *11.0*		Complete during and after testing window.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	12. Ensure adherence to all security policies. • Read and sign the *CAASPP Test Security Agreement* and submit it to your LEA CAASPP Coordinator. • Ensure that all TAs read and sign *CAASPP Test Security Affidavits*.	*TAM,* section *3.0*			http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf

	CAASPP Test Site Coordinator (SC) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	13. Document any testing impropriety, irregularity, or breach and report to the LEA CAASPP Coordinator immediately after learning of the incident.	*TAM,* sections *4.0* and *5.0*	As needed	Ongoing	http://caaspp.org/administration/forms/
	Monitor Administration Activities				
☐	14. Monitor testing progress during the testing window and ensure that all students participate as appropriate, addressing student issues as needed.	*None*	As needed	Ongoing	
☐	15. Raise any technical issues with the School Technology Coordinator for resolution.	*None*	As needed	Ongoing	
☐	16. Review, investigate, and report on all potential testing improprieties, irregularities, and breaches reported by the TA. Mitigate incidents when appropriate.	*TAM*, sections *4.0* and *5.0*	As needed	Ongoing	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf http://caaspp.org/administration/forms/
	Oversight Responsibilities				
☐	17. Verify that TAs have verified student settings for designated supports and accommodations in TOMS.	*TOMS Online Student Test Settings User Guide*		Complete at least 1–2 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.student-test-settings.2015.pdf
☐	18. Verify that TAs or other instructional staff have administered the Classroom Activity.	*None*		Complete no more than three days prior to testing the PT.	
☐	19. Verify that TAs have scheduled make-up sessions of the Classroom Activity for students who were absent for the first administration.	*None*		Complete no more than three days prior to testing the PT.	
☐	20. Assist TAs in taking proper measures to ensure that students have access only to allowable non-embedded resources	*None*		Complete prior to testing.	

	CAASPP Test Site Coordinator (SC) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
	during testing.				
☐	21. Verify that TAs are adhering to all test security policies and practices.	*TAM,* sections *3.0, 4.0, 5.0,* and *Appendix C*		Complete during testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf

Contact Information	
Questions about the overall administration and state policies	**Questions about technology and the overall administration procedures**
California Department of Education **Accommodations, Test Policy, Testing Irregularities** Name: **CAASPP Office** Phone: **916-445-8765** E-mail: caaspp@cde.ca.gov	**School Technology Coordinator** Name: _____ Phone: _____ E-mail: _____ **LEA CAASPP Coordinator** Name: _____ Phone: _____ E-mail: _____ http://caaspp.org/administration/instructions/

APPENDIX K: TEST ADMINISTRATOR CHECKLIST

	Test Administrator (TA) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	1. Review all Smarter Balanced policy and test administration documents, particularly the *Test Administrator (TA) Reference Guide (Reference Guide).*	*Reference Guide, section I*	1–2 hours	Complete at least 2–3 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf
☐	2. Review the training modules and attend school or local educational agency (LEA) training sessions, if any are offered.	*Online Test Administration Manual (TAM),* section *2.1*	2–3 hours	Complete at least 2–3 weeks prior to testing.	http://caaspp.org/training/caaspp/ http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	3. Show students the videos "What is a CAT?" and "What are Universal Tools?"	*TAM,* section *2.1*	1 hour	Complete while spaced over 2–3 weeks prior to testing.	http://caaspp.org/training/caaspp/
☐	4. Provide students with a walk-through of the Training Test and/or Practice Test for familiarity with navigation of the system and tools.	*Reference Guide, Appendix B*	1 hour	Complete while spaced over 2–3 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.ta-reference-guide.2015.pdf http://caaspp.org/practice-and-training/
☐	5. Perform an equipment needs check based on individual student requirements. • Work with the CAASPP Test Site Coordinator (SC) to identify students who will need specialized equipment for accommodations.	*None*	1–2 hours	Complete at least 2 weeks prior to testing.	Students are permitted and encouraged to use their own ear buds or headsets—but LEAs and schools should also plan on having some available.

	Test Administrator (TA) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	6. Work with the SC to determine precise testing schedules based on the test administration windows selected by the school schedule. • Make sure your students' test administration schedule includes allowable breaks and time for the Classroom Activity prior to the performance task.	*TAM, section 7.3*		Complete at least 1–2 weeks prior to testing.	
☐	7. Confirm that you have received your Test Operations Management (TOMS) logon information. You should have received an automated e-mail from TOMS notifying you of how to log on. You will also use this username and password for the Online Testing System.	*TOMS Passwords, Access, and Logon Guide*	30–60 minutes	Complete at least 1–2 weeks prior to testing.	If you have not received this information, please check your spam/junk e-mail folder to see if it was mistakenly routed there. If not, check with your SC. http://caaspp.org/rsc/pdfs/CAASPP.TOMS-access-and-logon.2015.pdf
☐	8. Work with your SC to ensure that each student has a Statewide Student Identifier (SSID) and is registered for an appropriate paper-pencil test as necessary.	*None*	2–4 hours	Complete at least 1–2 weeks prior to testing.	
☐	9. Confirm each student's test settings for designated supports and accommodations in TOMS against their individualized education program (IEP), Section 504 plan, or other relevant documentation as appropriate.	*TOMS Online Student Test Settings User Guide*	2–4 hours	Complete at least 1–2 weeks prior to testing.	http://caaspp.org/rsc/pdfs/CAASPP.student-test-settings.2015.pdf

	Test Administrator (TA) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	10. Ensure that the secure browser has been downloaded to any computer(s) on which students will be testing.	*Secure Browser Installation Manual*	1–2 hours	Complete at least 1–2 weeks prior to testing *and again* the day before testing or morning of testing.	Check with your SC or School Technology Coordinator if the [**Secure Browser**] icon is missing. http://caaspp.org/rsc/pdfs/CAASPP.secure-browser-manual.2015.pdf
☐	11. Prior to administration, check all computers that will be used and close all applications except those identified as necessary by the school's Technology Coordinator. Make sure that no computer has dual monitors. • Work with your SC to set system volume prior to students launching the secure browser to ensure students can hear the audio portions of the ELA segment.	*None*	1–2 hours	Complete the morning of testing.	The TA should open the secure browser on each computer after closing any unnecessary applications.
☐	12. Communicate to students the need for headsets in order to take the English language arts/literacy (ELA) Listening portions of the assessment. a. Identify any students who may not have their own headsets and make arrangements with the school to have headsets available for those students. Counts should be determined prior to testing. b. Also have extra headsets on hand for students who may forget to bring theirs.	*None*		Make a count of needed headsets (vs students who have their own) at least 3 weeks prior to testing and tell your SC the number needed. Three days before testing, remind stu-dents to have their headsets available the day of tests. One day before testing, remind students to bring their headsets.	Administration of the ELA assessment will contain a listening portion. Students will need ear buds or headsets. Make sure your school has extras available for students who may need them on the day of testing. Have extra headsets on hand in case students forget.

	Test Administrator (TA) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
	c. Send reminders to students and parents several days before and the day prior to testing to remind parents that students may bring their own headsets but that headsets will be provided to students without headsets on the day of testing.				
☐	13. All assessments will have computer adaptive computer adaptive test (CAT) items plus a performance task (PT) with a Classroom Activity. a. Obtain the Classroom Activity from your SC and plan for the administration. b. Administer the Classroom Activity.	*TAM,* section *9.2*	60 minutes planning the day prior to adminis-tering the PT 30 minutes actual Classroom Activity admin-istration time	Complete the week of testing.	Administration of the CAT items plus a PT with a classroom-based activity will require advance preparations. http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	14. Plan a quiet activity for each test session for students who finish early.	*None*	15–30 minutes	Complete the week of testing.	The activity should not be related to the test being given. For example, students who finish early may work on assignments for unrelated subjects or read a book.
☐	15. Administer the Smarter Balanced assessments, following the script and directions for administration. Provide any necessary non-embedded designated supports and accommodations.	*Directions for Administration for the Smarter Balanced Online Summative Assessments, section II*		Complete the day(s) of testing.	Provide students with scratch paper for all test sessions. Also provide students in grades 6 and above graph paper for the mathematics assessments. http://caaspp.org/rsc/pdfs/CAASPP.ta-odfa.2015.pdf

	Test Administrator (TA) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	16. On the day of testing, verify that the students have their logon information (first name, SSID, and Session ID).	*TAM,* section *9.2*		Complete the day(s) of testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	17. Review all guidelines for creating a secure test environment. • Review all security procedures and guidelines in the *TAM*. • Carefully read and sign the *CAASPP Test Security Affidavit*.	*TAM,* section *3.0*		Prior to and during day(s) of testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf
☐	18. Make sure the physical conditions of the testing room are satisfactory. • Make sure that no instructional materials directly related to the content of the assessments are visible. • Students should be seated so there is enough space between them, or provide desktop partitions to minimize opportunities to look at each other's screen. • Actively monitor students throughout the test sessions. • Students who are not being tested may not be in the room where a test is being administered.	*TAM,* section *3.0*		Complete the day(s) of testing.	• Make sure students clear their desks and put away all books, backpacks, purses, cell phones, electronic devices of any kind, and other materials not needed for the test. • Ensure that students do not access unauthorized electronic devices (such as cell phones) at any time during testing. http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf

	Test Administrator (TA) Activities	Reference in Manual	Estimated Time to Complete	Target Completion Date	Notes/Resources
☐	19. Report any testing improprieties, irregularities, and breaches to the SC and LEA CAASPP Coordinator in writing immediately following an impropriety, irregularity, or breach.	*TAM,* sections *4.0, 5.0,* and *Appendix C*		Complete as soon as possible during or immediately following testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf http://caaspp.org/administration/forms/
☐	20. Securely dispose of all printed testing materials, including student logon information, print-on-demand documents, and scratch paper in a secure manner.	*TAM,* sections *3.0* and *11.0*		Complete after testing.	http://caaspp.org/rsc/pdfs/CAASPP.online_tam.2015.pdf

Contact Information	
Questions about the overall administration and state policies	**Questions about technology and the overall administration procedures**
California Department of Education Accommodations, Test Policy, Testing Irregularities Name: **CAASPP Office** Phone: **916-445-8765** E-mail: caaspp@cde.ca.gov	**School Technology Coordinator** Name: _____ Phone: _____ E-mail: _____ **CAASPP Test Site Coordinator** Name: _____ Phone: _____ E-mail: _____ **LEA CAASPP Coordinator** Name: _____ Phone: _____ E-mail: _____

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CHANGE LOG

Change	Section	Date
Replaced "non–performance task" and "non-PT" with "computer adaptive test" and "CAT."	Global	February 18, 2015
Replaced *Figure 2. [Test Administrator Interface] button* with an updated graphic.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 42	February 18, 2015
Updated step *2 The TA begins the test session by selecting tests instructions*, including figures.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 42–43	February 18, 2015
Replaced *Figure 4. Start the Session* with an updated graphic.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 42	February 18, 2015
Replaced *Figure 5. Select a test category n* with an updated graphic.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 43	February 18, 2015
Replaced *Figure 6. Select a grade and content area* with an updated graphic.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 43	February 18, 2015
Replaced *Figure 7. Sample Session ID in the TA Interface* with an updated graphic.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 44	February 18, 2015
Replaced *Figure 9. Approve Student Test in the TA Interface* with an updated graphic.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 46	February 18, 2015
Replaced *Figure 12. Monitoring student progress in the TA Interface* with an updated graphic.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 48	February 18, 2015
Replaced *Figure 13. Monitoring student status in the TA Interface* with an updated graphic.	*Section 10.0. Test Administration Instructions and Scripts for the Day of Testing,* page 49	February 18, 2015

Change	Section	Date
Replaced *Figure 15. Sample student Sign-In screen* with an updated graphic.	*Appendix G. About the Secure Browser,* page 75	February 18, 2015
Updated the instructions to securely delete a print-on-demand file.	*3.0 Ensuring Test Security, 3.2 Secure Handing of Printed Materials, Using print-on-demand materials,* page 15; and *Destruction of electronic files*, page 16	March 5, 2015
Updated the "SAY" box instructions for administering the EAP.	*Section 10.0 Test Administration Instructions and Scripts for the Day of Testing, 10.1 Starting a Test Session, Step 8*, page 49	March 5, 2015
Added Figure 14. *EAP question on grade eleven tests.*	*Section 10.0 Test Administration Instructions and Scripts for the Day of Testing, 10.1 Starting a Test Session, Step 8*, page 51	March 5, 2015

BILL ANALYSIS

SENATE RULES COMMITTEE	SB 1453
Office of Senate Floor Analyses	
1020 N Street, Suite 524	
(916) 445-6614 Fax: (916)	
327-4478	

UNFINISHED BUSINESS

Bill No: SB 1453
Author: Alpert (D)
Amended: 8/26/02
Vote: 21

SENATE EDUCATION COMMITTEE : 9-1, 5/1/02
AYES: Vasconcellos, McPherson, Alarcon, Alpert, Chesbro, Karnette, O'Connell, Ortiz, Scott
NOES: Knight

SENATE APPROPRIATIONS COMMITTEE : 11-0, 5/23/02
AYES: Alpert, Battin, Bowen, Burton, Escutia, Johnson, Karnette, McPherson, Murray, Perata, Poochigian

SENATE FLOOR : 35-0, 5/28/02
AYES: Ackerman, Alarcon, Alpert, Battin, Bowen, Brulte, Burton, Chesbro, Costa, Dunn, Escutia, Figueroa, Haynes, Johannessen, Karnette, Kuehl, Machado, McClintock, McPherson, Monteith, Murray, O'Connell, Oller, Ortiz, Peace, Perata, Polanco, Poochigian, Romero, Scott, Sher, Soto, Speier, Torlakson, Vasconcellos

ASSEMBLY FLOOR : 80-0, 8/28/02 - See last page for vote

SUBJECT : Pupil records

SOURCE : Author

DIGEST : This bill creates the California Longitudinal Pupil Achievement Data System and requires, subject to the availability of federal funds, the State Department of

CONTINUED

Education to contract for the development of proposals which will provide for the retention and analysis of longitudinal pupil achievement data on the STAR, high school exit examination, and English language development assessments.

Assembly Amendments a) delete the requirement that SDE contract with an entity to "develop, host, and maintain a data system", b) require local education agencies and charter schools to retain specified records to comply with federal law, c) make local education agencies eligible for one-time startup costs, d) specify funding source and requirements, e) make clarifying, technical changes, and f) add an urgency clause.

ANALYSIS : Current law creates the Public Schools Accountability Act (PSAA), which applies to all public schools in the state. The PSAA includes the Academic Performance Index (API), a ranking of schools based on specified variables. Within the API annual report, current law provides for data to be collected, reported and disaggregated in a number of areas. Currently, only the results of the SAT 9 and California Standards tests are being used in the API calculation.

Current law also establishes the California School Information Services program (CSIS). CSIS is a multiyear project to develop, implement, and manage a statewide K-12 student-level database and information-transfer network. The Fiscal Crisis and Management Assistance Team (FCMAT), a part of the Kern County Office of Education, administers the program. CSIS will not maintain or store the student records for districts, but will facilitate the movement of records from school district to school district, and the

aggregation of school district data required for state reporting. CSIS' goals are:

1. To build the capacity of local education agencies to implement and maintain effective pupil information systems that will support their program needs and promote the use of information for educational decisionmaking.

2. To enable the accurate and timely exchange of pupil records between local education agencies and to

postsecondary institutions.

3. To assist local education agencies to transmit state and federal reports electronically to the State Department of Education.

As of January 2002, 12 consortia consisting of 219 LEAs were participating in CSIS. These LEAs represent over 2.2 million students (37 percent of state enrollment). Based on the current funding schedule, all LEAs could be participating in CSIS by 2009-10.

The 2000-01 Budget Act provided $500,000 for the Office of the Secretary for Education (OSE) to conduct a study to determine how data on graduation rates, student and teacher attendance rates, and other potential academic indicators should be collected by the state to support the API. This study is due to the Legislature soon. The administration also proposed a system similar to the one proposed during the 2001-02 budget process. This proposal was rejected in conference committee due to insufficient information.

This bill creates the California Longitudinal Pupil Achievement Data System and requires, subject to the availability of federal funds, the State Department of Education (SDE) to contract for the development of proposals which will provide for the retention and analysis of longitudinal pupil achievement data on the Standardized Testing and Reporting (STAR) Program, high school exit examination, and English language development assessments. Specifically, this bill:

1. Makes a declaration that it is the intent of the Legislature to adopt a system that will provide for the assessment and evaluation of statewide pupil level data while ensuring that current assessment data is safely maintained to augment a comprehensive statewide longitudinal data system once fully implemented.

2. Provides that a participating local education agency with an enrollment of 3,500 or more pupils, as determined by the most current California Basic Educational Data System (CBEDS) information that is available when the agency joins the California School

Information Services (CSIS) Program, is eligible for one-time funding for startup costs based on the greater of the following:

A. $8.51 for each pupil who is enrolled, as determined by the most current CBEDS information that is available when the agency-joins the CSIS program.

B. $2,500 per schoolsite under the jurisdiction of the local education agency.

3. Specifies that a participating local education agency with a pupil enrollment of fewer than 3,500 pupils and greater than 1,800 pupils, as determined by the most current CBEDS information that is available when the agency joins the CSIS program, is eligible for one-time funding for startup costs based on the greater of the following:

A. $8.51 per pupil who is enrolled, as determined

by the most current CBEDS information that is available when the agency joins the CSIS program.

B. $2,500 per schoolsite under the jurisdiction of the local education agency.

C. $30,000.

4. Specifies that a participating local education agency with a pupil enrollment of fewer than 1,800 pupils, as determined by the most current CBEDS information that is available when the agency joins the CSIS program, is eligible for one-time funding for the startup costs based on the greater of the following:

A. $8.51 for each pupil who is enrolled, as determined by the most current CBEDS information and $2,500 per schoolsite.

B. $15,000.

5. Specifies that the CSIS program may not provide a local education agency more than 50 percent of the

total funds required by an agency to achieve full participation in the CSIS program. Total costs may include both actual expenditures and in-kind contributions, including those made within the previous three years, that are necessary to enable the local education agency to participate in the CSIS program.

6. Specifies that for each consortium of local education agencies using the same pupil information system software, the consortium fiscal agent shall receive $5,970 for each new local education agency in the first and second year of participation in the CSIS program to provide project and fiscal management services on behalf of participating consortium members after July 1, 2002.

7. Requires SDE shall contract for the development of proposals which will provide for the retention and analysis of longitudinal pupil achievement data on the California Assessment of Academic Achievement test, the English language development test, and the High School Exit Exam.

8. Specifies that the proposals developed shall evaluate and determine whether it would be most effective, from both a fiscal and a technological perspective, for the state to own the California Longitudinal Pupil Achievement Data System. The proposals shall additionally evaluate and determine the most effective means of housing the California Longitudinal Pupil Achievement Data System.

9. Specifies that the longitudinal data shall be known as the California Longitudinal Pupil Achievement Data System which system shall be developed and implemented in accordance with all state rules and regulations governing information technology projects.

10. Specifies that the system or systems developed pursuant to this bill shall be used to accomplish all of the following goals:

A. Provide school districts and the SDE access to data necessary to comply with federal reporting

requirements.

B. Provide a better means of evaluating educational progress and investments over time.

C. Provide local education agencies information that can be used to improve pupil achievement,

D. Provide an efficient, flexible, and secure means of maintaining longitudinal statewide pupil level data.

11. Requires that in order to comply with federal law as delineated in the No Child Left Behind Act of 2001, the local education agency shall retain individual pupil records for each test taker, including all of the following:

A. All demographic data from the STAR test, high school exit examination, and English language development test.

B. Pupil achievement data collected from assessments administered pursuant to the STAR, high school exit examination, and English language development testing programs. To the extent feasible, data should include subscore data within each content area.

C. A unique pupil identification number, to be identical to the pupil identifier developed pursuant to the CSIS program, which shall be retained by each local education agency and used to ensure the accuracy of information on the header sheets of the STAR tests, high school exit examination, and the English language development test.

D. All data necessary to compile reports required by the federal No Child Left Behind Act of 2001, including, but not limited to, dropout and graduation rates.

E. Other data elements deemed necessary by the State Superintendent of Public Instruction with

approval of the State Board of Education (SBE), to comply with the federal reporting requirements delineated in the No Child Left Behind Act of 2001 after review and comment by the advisory board convened pursuant to this bill.

12. Requires that the California Longitudinal Pupil Achievement Data System or systems shall have all of the following characteristics:

A. The ability to sort by demographic element collected from the STAR tests, high school exit examination, and English language development test.

B. The capability to be expanded to include pupil achievement data from multiple years.

C. The capability to monitor pupil achievement on the STAR tests, high school exit examination, and English language development test from year to year and school to school.

D. The capacity to provide data to the state and local education agencies upon their request.

13. Specifies that the data shall comply with federal and state privacy law.

14. Requires the SDE to convene an advisory board consisting of representatives from the SBE, the Secretary for Education, the State Department of Finance, the State Privacy Ombudsman, the Legislative Analyst's office, representatives of parent groups, school districts, and local education agencies, and education researchers to establish privacy and access protocols, provide general guidance, and make recommendations relative to data elements. The department is encouraged to seek representation broadly reflective of the general public of California.

15. Provides that subject to funding being provided in the annual Budget Act, the SDE shall contract with a consultant for independent project oversight. Provides that the Director of Finance shall review the request

for proposals for the contract and the consultant hired to conduct the independent project oversight shall twice annually submit a written report. The report shall include an evaluation of the extent to which the California longitudinal pupil achievement data system is meeting its goals and recommendations to improve the data system in ensuring the privacy of individual pupil information and providing the data needed by the state and school districts.

16. Provides that this bill will only be implemented using federal funds received pursuant to the federal No Child Left Behind Act of 2001, which are appropriated for purposes of this section in Item 6110-113-0890 of Section 2.00 of the Budget Act of 2002. The release of these funds is contingent on approval of an expenditure plan by the State Department of Finance.

17. Provides that for purposes of this bill, a local education agency shall include a county office of education, a school district, or charter school.

18. Specifies that notwithstanding Provision 11 of Item 6110-113-0890 of Section 2.00 of the Budget Act of 2002 that makes available $6,880,000 for the establishment of a longitudinal data base and for data collection requirements of the federal No Child Left Behind Act of 2001 pursuant to legislation in the 2001-02 Regular Session, the SDE may expend up to $6 million of those moneys for the development and implementation of the California longitudinal pupil achievement data system and may expend up to $880,000 of those moneys and the portion of the $6 million not used for the development and implementation of the California longitudinal pupil achievement data system, for purposes of collecting or reporting data necessary to meet the requirements of the federal No Child Left Behind Act of 2001.

Comments

The newly-reauthorized Elementary and Secondary Education Act (ESEA) contains several requirements for longitudinal data. Title III of ESEA requires that school districts report to the State on the progress of students for two

years after they have left federal bilingual/English language development programs.

Title VI, Part A, of No Child Left Behind will provide California over $28.9 million in 2002-03 to develop and implement the State's system of assessments. The Governor's May Revision of the Budget proposes $10.3 million of that amount for data gathering and to develop longitudinal databases, including unique student identifiers to obtain the individual student-level assessments required by NCLB.

FISCAL EFFECT : Appropriation: No Fiscal Com.: Yes Local: No

According to the Assembly Appropriations Committee, the proposed 2002 Budget contains $6.9 million in federal funds for this purpose.

SUPPORT : (Verified 5/22/02 - unable to reverify at time of writing)

Association of California School Administrators
California Business for Education Excellence
California Business Roundtable
California County Superintendents Educational Services Association
California Network of Educational Charters
Califiornia School Boards Association
EdVoice
Harcourt Brace Educational Measurement
Long Beach Unified School District
The Public Forum on School Accountability

ARGUMENTS IN SUPPORT : The bill is intended to assist the State in assessing the long-term value of California's educational investments and in providing a research basis

for improving student performance through the development
of a longitudinal information system.

ASSEMBLY FLOOR
AYES: Aanestad, Alquist, Aroner, Ashburn, Bates, Bogh,
Briggs, Calderon, Bill Campbell, John Campbell,
Canciamilla, Cardenas, Cardoza, Cedillo, Chan, Chavez,

Chu, Cogdill, Cohn, Corbett, Correa, Cox, Daucher, Diaz,
Dickerson, Dutra, Firebaugh, Florez, Frommer, Goldberg,
Harman, Havice, Hertzberg, Hollingsworth, Horton,
Jackson, Keeley, Kehoe, Kelley, Koretz, La Suer, Leach,
Leonard, Leslie, Liu, Longville, Lowenthal, Maddox,
Maldonado, Matthews, Migden, Mountjoy, Nakano, Nation,
Negrete McLeod, Oropeza, Robert Pacheco, Rod Pacheco,
Papan, Pavley, Pescetti, Reyes, Richman, Runner, Salinas,
Shelley, Simitian, Steinberg, Strickland, Strom-Martin,
Thomson, Vargas, Washington, Wayne, Wiggins, Wright,
Wyland, Wyman, Zettel, Wesson

NC:kb 8/29/02 Senate Floor Analyses

SUPPORT/OPPOSITION: SEE ABOVE

**** END ****

DEPARTMENT OF FINANCE
ARNOLD SCHWARZENEGGER, GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

RECEIVED
MAR 04 2005
COMMISSION ON STATE MANDATES

February 24, 2005

Ms. Paula Higashi
Executive Director
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814

Dear Ms. Higashi:

As requested in your Notice of Reconsideration, Briefing, and Hearing Schedule for Case No. 04-RL-9723-01 (97-TC-23, Standardized Testing and Reporting [STAR] Program) dated January 24, 2005, the Department of Finance respectfully submits the following comments regarding the issues specified in the Notice. Specifically, the Commission asked for opening briefs on the following issues:

- In light of federal statutes enacted and state court decisions rendered since the named statutes were enacted, is there a new program or higher level of service imposed on school districts within the meaning of Section 6, Article XIII B of the California Constitution, and if so, are there costs mandated by the State pursuant to Government Code Section 17514 and Government Code Section 17556?
- Have funds been appropriated for this program (e.g., state budget) or are there any other sources of funding available? If so, what is the source?
- What is the period of reimbursement for the Commission's decision on reconsideration?

New program or higher level of service?

The STAR is not a new program. Prior to the No Child Left Behind Act of 2001 (NCLB), Public Law 107-110, the federal Title I program provisions under the Improving America's Schools Act (IASA) of 1994 required statewide systems of assessment and accountability for schools and districts participating in the Title I program. Assessment requirements contained in the IASA included: 1) the testing of all students in each of three grade spans (grades 3 through 5, 6 through 9, and 10 through 12); 2) the provision of reasonable adaptations and accommodations for students with special learning needs; and 3) that individual student assessment results be provided to parents. We therefore believe the STAR program was not a new program when it was enacted in 1997. While it may have resulted in a higher level of service as it evolved over time, the program itself is mandated by the federal statutes discussed in this letter, and has most recently evolved to fulfill the NCLB mandates discussed below.

The NCLB replaced the IASA in 2002, and required states to develop a system of assessments that meet specific criteria. Pursuant to Section 1111 of NCLB, each state, based on academic standards and academic assessments, is required to implement a single, statewide accountability system to assess the yearly progress of "*all* public elementary and secondary school students." NCLB also requires annual testing specifically in mathematics and reading in grades 3 through 8 and once in grades 9 through 12. States also must begin to assess students specifically in science beginning in 2005-06. Without such a system, a state would jeopardize the receipt of approximately $4.3 billion *annually* in federal NCLB funds. We therefore believe this program is a federal mandate, as defined in Government Code

Section 17513 ("...where failure to enact that law or regulation to meet specific federal program or service requirements imposed upon the state would result in substantial monetary penalties or loss of funds to public or private persons in the state whether the federal law was enacted before or after the enactment of the state law, regulation, or executive order") and subsection (c) of Government Code Section 17556 ("The statute or executive order imposes a requirement that is mandated by a federal law or regulation and results in costs mandated by the federal government, unless the statute or executive order mandates costs that exceed the mandate in that federal law or regulation. This subdivision applies regardless of whether the federal law or regulation was enacted or adopted prior to or after the date on which the state statute or executive order was enacted or issued.").

Have funds been provided to offset costs?

Yes. Notwithstanding our belief that this program is federally mandated, should the Commission disagree, the availability of offsetting funding, savings, or revenues must be considered. Additionally, should this be the case, state funds provided for the program should first offset against any costs resulting from activities found by the Commission to be state-mandated in excess of the federal statute. Since its inception, funding explicitly provided for the STAR program in the annual Budget Act from both state General Fund and federal sources are as follows:

Fiscal Year	General Fund	Federal Fund	Total
1998-1999	$39,700		$39,700
1999-2000	$42,100		$42,100
2000-2001	$62,325		$62,325
2001-2002	$65,643		$65,643
2002-2003	$60,836	$6,569	$67,405
2003-2004	$60,336	$7,443	$67,779
2004-2005	$57,528	$13,384	$70,912

District Costs under IASA—The Commission's Statement of Decision on the original test claim makes no reference to the requirements of IASA or NCLB, or how the implementation of STAR interacts with federal law. As such, any STAR mandates should be adjusted to reflect federal testing requirements under IASA and NCLB.

The IASA required assessment and accountability programs for districts receiving Title I funds. In addition, federal law permitted the use of local assessments in satisfying these requirements, which were sufficiently loose that just about any system of assessment could meet the federal mandates. Federal law, however, did not require the state to pay for the assessment that was required by IASA. Instead, it permitted districts to purchase or develop local assessments for Title I if they met certain federal quality and other standards. As mentioned earlier, IASA required districts to test students in three grade spans. Section 1112 of IASA required districts to describe the high-quality assessments that would be used to measure student achievement (if there was no statewide assessment). Thus, the assessment requirement was a mandate on local districts—the Title I assessment requirement could be satisfied through a system of local

assessments that met federal standards. These local assessments would be developed or purchased by each district.

By the enactment of STAR, therefore, the State actually *reduced* district costs by directly paying for Title I required assessments, achieving economies of scale, and providing apportionments to districts based on the number of students tested. By requiring districts to use STAR for IASA and by paying for the assessment, the state relieved districts of the cost of purchasing or developing a qualifying local assessment. For this reason, should the Commission determine a mandate exists, it should require districts to identify the avoided costs of the Title I assessment requirement that resulted by state enactment of STAR or it should determine that the State reduced district Title 1 costs by the amount it cost the state for STAR. These savings would be counted against any other reimbursable costs for STAR.

District Costs under NCLB—The assessment requirements under NCLB are even more universal and more consistent with STAR. Under NCLB, states must test all children in grades 3 through 8—with no exception for districts that do not participate in Title I (Section 1111(a)(3)(C)(i)). NCLB requires states to establish statewide assessment systems that provide consistent annual testing results *for all students in all districts*. Thus, if the state does not comply with the NCLB assessment requirements, districts in California would be precluded from receiving the billions of dollars in federal funds previously mentioned.

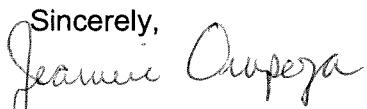
We believe NCLB is a federal mandate. If the commission does not find that NCLB constitutes a federal mandate, then the Commission should recognize federal Title I funds as "offsetting revenue." The STAR allows California to satisfy federal assessment requirements under NCLB. NCLB required the state to develop performance standards, assessments that were aligned to the standards, achievement levels that provided results based on the state's performance standards, and so forth. The state spent considerable resources revising the STAR to conform to federal standards. Without the state's action to identify an assessment that meets NCLB, no district in California would be eligible for Title I funds. As a result, we think the Commission has to either find that NCLB is a federal mandate *or* that Title 1 funds count as an offsetting revenue.

Period of reimbursement?

As stated above, we believe that the STAR program is in fact a federal mandate and therefore not reimbursable by the State. Should the Commission disagree, the issue of period of reimbursement can be discussed at that time, in the context of recent changes to Government Code Section 17556.

If you have any questions regarding this letter, please contact Pete Cervinka, Principal Program Budget Analyst at (916) 445-0328 or Jesse McGuinn, state mandates claims coordinator for the Department of Finance, at (916) 445-8913.

Sincerely,



Jeannie Oropeza
Program Budget Manager

CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET
SACRAMENTO, CA
95814-5901

JACK O'CONNELL
State Superintendent of
Public Instruction
PHONE: (916) 319-0800

June 9, 2005

Ms. Paula Higashi
Executive Director
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814

Dear Ms. Higashi:

As requested in your letter dated May 27, 2005, the California Department of Education is submitting the following documentation related to my testimony to the Commission on May 26, 2005 during it's reconsideration of the Standardized Testing and Reporting (STAR) program test claim (Case No. 04-RL-9723-01). In that testimony I stated that the Superintendent of Public Instruction, the California Department of Education, and the State Board of Education view the No Child Left Behind Act (Public Law 107-110) as imposing a federal mandate on the State of California, and that the U.S. Department of Education uses sanctions, fines, and penalties (or the threat thereof) to ensure that states comply with the requirements of this federal law, including the testing requirements that California meets using the STAR system.

In response to a request from the Commission, I am including a number of documents showing that penalties have been assessed to other states for issues of non-compliance and that the threat of such penalties has been directed at California. Included are:

- Declaration of Gerald Shelton
- USDE letter dated October 9, 2003 — Cheri Pierson Yecke
- Texas Education Agency Press Release dated April 25, 2005
- USDE letter dated January 19, 2005 — Shirley Neeley
- Texas Education Agency letter dated February 10, 2005 — Margaret Spellings
- USDE letter dated April 22, 2005 — Shirley Neeley
- USDE letter dated December 10, 2004 — Mr. Jack O'Connell and Ms. Ruth E. Green
- USDE letter dated January 19, 2005 — Chief State School Officer
- CDE and SBE letter dated December 9, 2004 — Ray Simon
- USDE letter dated April 4, 2005 — Ms. Ruth E. Green and Mr. Jack O'Connell

Thank you for the opportunity to testify and to provide this additional evidence. If you have any questions regarding this letter you may contact me at (916) 445-0541 or Don Killmer, Education Fiscal Services Consultant at (916) 323-2591.

Respectfully,

Gerald C. Shelton, Director
Fiscal and Administrative Services Division

Enclosures:

DECLARATION OF GERALD SHELTON

I, GERALD C. SHELTON, hereby declare as follows:

1. I submit this declaration in support of my testimony to the Commission on State Mandates during the Commission's reconsideration of the Standardized Testing and Reporting (STAR) program test claim (Case No. 04-RL-9723-01).

2. I am currently the Director of the Fiscal and Administrative Services Division in the California Department of Education and function as the chief fiscal officer of that Department. I have held that position since September 2002. Prior to that date, I served as the Administrator of Fiscal Policy Office in the California Department of Education, coordinating the Department's fiscal role in the development of the State budget through three annual budget cycles. For more than five years I have also had the responsibility for developing the Department's fiscal analysis of and reaction to issues related to state mandated costs, including cases being heard by the Commission on State Mandates. I have been employed by the California Department of Education since 1995. I received my Undergraduate and Graduate degrees from the University of California, Davis, in Economics with a specialization in the field of Public Finance. I taught in this field, as well as other areas of Economics and Public Policy, as a full-time faculty member in the Department of Economics at the California State University, Sacramento from 1980 through 1995.

3. On May 26, 2005, during the Commission's reconsideration of the Standardized Testing and Reporting (STAR) program test claim, I testified on behalf of the Superintendent of Public Instruction, the California Department of Education, and the State Board of Education that, as the organizational entities charged with administering programs under the federal No Child Left Behind Act (Public Law 107-110; NCLB), we see that NCLB clearly imposes a federal mandate on the State of California. We also know from direct experience and the experience of other states that the U.S. Department of Education uses sanctions, fines, and penalties (or the threat thereof) to compel and

coerce states into full compliance with the requirements of this federal law, including the testing requirements that California meets using the STAR system.

4. In my testimony I also stated that federal state-level grants to California under NCLB total more than $3 Billion, an amount equaling approximately 7.6% of our state's K-12 education expenditures. The loss of this amount of funding would be devastating to K-12 education in California, especially when it is considered that a high proportion of these funds are targeted at schools and districts with the least amount of available non-federal resources and with student populations whose education presents the highest level of challenge and cost. Clearly this substantial loss of funds would significantly impact students throughout California.

5. In order to receive the more than $3 Billion under NCLB, California is required to implement a statewide accountability system that is effective in every district in the State and that ensures all public elementary and secondary schools make adequate yearly progress in meeting academic goals as defined by NCLB. STAR is a primary component of this accountability system.

6. The experiences of California and of other states show that non-compliance with the requirements of NCLB leads to fiscal penalties imposed or the threat of such fiscal penalties by the U.S. Department of Education (USDE). Those amounts threatened in written or oral form have ranged from fines taken against state NCLB administrative funding to the full loss of NCLB grant funding.

7. In October of 2003 the USDE informed the Minnesota Department of Education (MDE) that ten percent of the MDE's Title I Part A administrative funds ($112,964) would be withheld from the MDE as a result of Minnesota's failure to use current assessment data for middle and high schools in its computation of Adequate Yearly Progress (AYP) for those schools. The USDE also informed the MDE that it would withhold ten percent of the MDE's Title I Part A administrative funds for each subsequent year that Minnesota failed to correct this issue of non-compliance.

8. In January of 2005 the USDE informed the Texas Education Agency (TEA) that four percent of the TEA's Title I Part A administrative funds ($444,282) would be withheld from the TEA as a result of Texas' failure to use report AYP for its schools prior to the start of the school year. The USDE also informed the TEA that it would withhold funds "...until the Secretary determines that the State has fulfilled those requirements." In February of 2005 the TEA asked for reconsideration of this penalty; however, the USDE upheld the penalty in April of 2005. At that time the USDE stated that, "...TEA's late identification of schools is a violation of the law for which TEA must be held accountable."

9. In December of 2004 the USDE provided the California Department of Education (CDE) with a summary of findings resulting from USDE's review of CDE's implementation of various NCLB programs. That review found that, "The CDE did not identify local school districts in need of improvement in a manner that is consistent with the statute." The USDE requested further information from the CDE related to this issue and stated, "Moreover, ED [USDE] reserves its option to take further administrative actions, including the withholding of funds. If ED decides to take such actions, it will notify CDE of those actions in a separate document." The CDE in later discussions was compelled to accept USDE's demands on this issue so as to avoid the threatened fiscal sanctions.

10. In a January 2005 letter from USDE to all Chief State School Officers, including State Superintendent of Public Instruction Jack O'Connell, USDE reminded states of the requirements of NCLB in the area of standards and assessment. Near the conclusion of this letter USDE states, " Further, if a State's standards and assessment system does not have *Full Approval* or *Full Approval with Recommendations* by July 1, 2006, we will place conditions on the receipt of fiscal year 2006 Title I funding. These conditions will continue until *Full Approval* or *Full Approval with Recommendations* is attained."

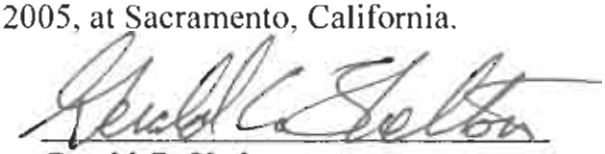
11. In April of 2005 the USDE responded to a December 2004 request made jointly by the CDE and the State Board of Education regarding a partial waiver of the NCLB requirement to annually assess English language learners in grades K-1. This partial waiver was requested because of technical concerns related to testing such young students and with an eye toward reducing the testing burden on students and local education agencies. The USDE rejected this request, thus forcing the state to proceed with the implementation of a requirement that it would have otherwise chosen not to implement.

12. All of these experiences reflect the environment of compulsion and coercion in which state agencies administer the programs and grants that make up the No Child Left Behind Act. There is little or no flexibility allowed by the federal government in the implementation of the programs and adherence to the requirements of NCLB, any acts of non-compliance are met with significant fiscal sanction or the threat thereof, and choosing as a state to refuse to implement the law in its entirety would have a devastating fiscal impact on our ability to educate our children. From the perspective of the Superintendent of Public Instruction, the California Department of Education, and the State Board of Education, the organizational entities charged with administering programs under the federal No Child Left Behind Act, NCLB clearly imposes a federal mandate on the State of California

13. Attached are true and correct copies of the documents reference in the above paragraphs 7, 8, 9, 10, and 11.

I declare under penalty of perjury that the foregoing is true and correct and of my own personal knowledge. If called upon to do so I could and would competently so testify.

Executed this 9th day of June 2005, at Sacramento, California.



Gerald C. Shelton

UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF ELEMENTARY AND SECONDARY EDUCATION

OCT - 9 2003

The Honorable Cheri Pierson Yecke
Commissioner of Education
Minnesota Department of Education
1500 Highway 36 West
Roseville, Minnesota 55113

Dear Commissioner Yecke:

I am writing to follow up on Secretary Paige's August 1, 2003, letter to you regarding Minnesota's compliance with Title I of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act of 2001 (NCLB). As you know, we have had several conversations with you and your staff to try to resolve the issues related to Minnesota's non-compliance with Section 1111(b)(2)(C)(iv) of ESEA. After providing Minnesota with an appropriate opportunity, Minnesota was not able to "show cause" as to why the Department should not withhold ten percent of Minnesota's Title I, Part A administrative funds.

In April 2003, your staff communicated to us that Minnesota would not be using 2002-2003 school year assessment data as the primary determinant of adequate yearly progress (AYP) for the middle and high school levels. Instead, Minnesota used attendance rate data for middle schools and graduation rate data for high schools as the primary means for making AYP determinations for the 2002-2003 school year.

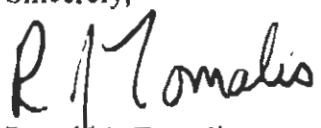
As you know, section 1111(b)(2)(C)(iv) of ESEA requires that a State's definition of AYP measure the progress of its schools based primarily on academic assessments. By not using academic assessments in reading/language arts and mathematics as the primary determinants of AYP for Minnesota's middle and high schools for the 2002-2003 school year, Minnesota is out of compliance with this requirement.

Because holding all schools and school districts accountable for making AYP is one of the fundamental principles of NCLB, we are exercising our authority under section 1111(g)(2) to withhold ten percent of Minnesota's Title I, Part A administrative funds for the 2002-2003 school year—$112,964. The Department will also withhold ten percent of Minnesota's Title I, Part A administrative funds for each subsequent year until Minnesota, in accordance with section 1111(b)(2)(C)(iv) of ESEA, uses academic assessments as the primary determinants of AYP for Minnesota's middle and high schools. We have every reason to believe, however, that no further withholding will be necessary because Minnesota is currently undertaking efforts to ensure that middle and high school assessments administered in the 2003-2004 school year will be used as the primary determinants of AYP.

I appreciate your efforts to move forward with a strong State accountability plan that embraces the letter and spirit of the law and that will result in all students in Minnesota receiving a high

quality education. My staff and I look forward to working with Minnesota over the coming year.

Sincerely,



Ronald J. Tomalis
Acting Assistant Secretary

PRESS RELEASE

April 25, 2005

Texas fined for late release of school transfer list; compromise on alternative assessments possible

AUSTIN – The U.S. Department of Education announced Friday evening that it was fining the Texas Education Agency $444,282 because the state agency released information about a federal school transfer program after school began this past fall.

The fine had nothing to do with the testing of special education children or their inclusion in the Adequate Yearly Progress federal evaluation system as erroneously reported by the *Houston Chronicle* and subsequently by the *Associated Press*.

In fact, Wednesday, U.S. Secretary of Education Margaret Spellings and Texas Commissioner of Education Shirley J. Neeley had a productive and cordial meeting that focused on the use of alternative tests for special education students. Neeley said she is hopeful that the state and federal government can reach a compromise on this issue.

During that meeting, state officials were also told that Texas would be receiving a letter fining the state for the late announcement of schools that had failed to make Adequate Yearly Progress for two years. Students who attend these schools are eligible to transfer to another school. The federal No Child Left Behind law calls for parents to be notified about this transfer option before school begins.

Because USDE approved Texas' state AYP plan on July 29, which prompted a massive reprogramming of data, the state was not able to release its School Improvement list until Sept. 27. Schools were then required to notify parents of the transfer option by Sept. 30.

On Jan. 19, then Secretary of Education Rod Paige issued a letter to Neeley tentatively advising the commissioner that the department intended to withhold four percent of its federal Title I, Part A administrative funds for fiscal year 2004. Four percent equals $444,282. TEA appealed the finding.

The USDE notified TEA by fax at 6:57 p.m. on Friday that the fine, exclusively related to the School Improvement list release, would be levied.

"We regret that this happened. The fine was initiated under different USDE leadership. We believe there was a unique set of circumstances in 2004 that affected the timing of the notification this past fall. We have pledged to issue notifications about school choice options by Aug. 15 this year," Neeley said.

Neeley also said, "TEA will make the sacrifice and absorb this fine. We'll find additional administrative efficiencies to cover this loss. Classrooms and teachers will not be harmed by this fine."

Copies of letters from USDE and TEA on this issue are attached.

Paige letter

Neeley letter

Spellings letter

THE SECRETARY OF EDUCATION
WASHINGTON, DC 20202

January 19, 2005

Honorable Shirley Neeley
Commissioner of Education
Texas Education Agency
William B. Travis Building
1701 North Congress Avenue
Austin, Texas 78701-1494

Dear Commissioner Neeley:

Over the past few months, the U. S. Department of Education (Department) has been in contact with the Texas Education Agency (TEA) in an effort to resolve an issue related to TEA's compliance with Title I of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act of 2001 (NCLB). The specific issue of noncompliance regards TEA's fulfilling its obligations under section 1111 of Title I to provide schools and local educational agencies (LEAs) timely assessment information and adequate yearly progress (AYP) decisions in order that Title I schools and LEAs may satisfy their obligations under section 1116.

Annually assessing student achievement against challenging academic standards and holding all schools accountable for making AYP are two of the fundamental principles of NCLB. To ensure that all students reach State academic standards, it is critical that schools and LEAs receive academic achievement data and AYP determinations prior to the start of the school year so they can most quickly make the necessary changes to their instructional programs and professional development. Further, it is important for parents of students enrolled in Title I schools identified for improvement to know the AYP status of their schools prior to the start of the school year so that they can make informed decisions regarding public school choice and supplemental educational services.

As part of their State accountability plans under section 1111 of NCLB, States are required to provide decisions about AYP in time for schools to implement the required provisions under section 1116 before the beginning of the next academic year. We have learned from TEA that, although most Texas public elementary and secondary schools started the 2004-2005 school year the week of August 16, 2004, TEA did not provide Title I schools with their AYP determinations until September 27, 2004. TEA's delay in providing its Title I schools with their AYP determinations prior to the start of the school year is in violation of section 1111.

Section 1111(g)(2) of ESEA addresses the failure of a State to meet any of the requirements of section 1111 of ESEA. If a State fails to meet any of the requirements of section 1111, the Secretary may withhold funds for State administration under Title I, until the Secretary determines that the State has fulfilled those requirements.

Accordingly, it is the Department's intent to exercise the authority under section 1111(g)(2) to withhold four percent of TEA's Title I, Part A administrative funds for fiscal year (FY) 2004. Four percent of TEA's Title I, Part A administrative funds for FY 2004 is $444,282.

TEA has the opportunity within 10 days of receipt of this letter to show cause in writing why the Department should not withhold four percent of the State's Title I, Part A administrative funds. If TEA cannot show cause, the Department, as authorized by section 1111(g)(2) of ESEA, will withhold four percent of TEA's FY 2004 Title I, Part A administrative funds. If you have any questions about this matter, please contact Assistant Secretary Raymond Simon at 202-401-0113.

Sincerely,

Rod Paige

Rod Paige

TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ http://www.tea.state.tx.us

Shirley J. Neeley, Ed.D.
Commissioner

February 10, 2005

The Honorable Margaret Spellings
Secretary of Education
U.S. Department of Education
Federal Office Building 6
400 Maryland Avenue, SW
Washington, DC 20202

RE: Response to former Secretary of Education Rod Paige's Letter dated January 19, 2005, concerning Withholding of Federal Funds

Dear Secretary Spellings:

This letter is in response to a letter the Texas Education Agency (TEA) received from the United States Department of Education (USDE) via United States mail on January 27, 2005. The letter informs TEA that USDE intends to withhold four percent of Texas' Title I, Part A administrative funds for fiscal year (FY) 2004 ($444,282). The letter also states that Texas has the opportunity within 10 days of receipt of the letter to show cause in writing why USDE should not withhold the four percent of the State's Title I, Part A administrative funds. This letter provides Texas' showing as to why funds should not be withheld.

TEA strongly believes that USDE's intent to withhold funds is inappropriate because (1) the timing of Texas' School Improvement (SIP) determinations was based in large part on the late approval by USDE of the Texas Adequate Yearly Progress (AYP) Plan (as well as the late publication of related USDE policies and guidance), and (2) Texas' SIP determinations were made prior to September 30, 2004, which TEA in good faith believed was sufficient to meet USDE's requirements based on repeated communications and unique circumstances, including our efforts to align Texas' state and federal accountability determinations. Following is a chronology of the process Texas engaged in for approval of amendments to our AYP plan in 2004 and release of SIP. Given the short turn-around required by USDE to respond, staff are still researching the specific dates and details of the calendar outlined below, but the events outlined represent the facts to the best of our research and recollection.

December 9, 2003 – March 29, 2004: Final federal regulations related to use of alternative assessment results for students with disabilities in the AYP indicators (the 1% requirement) were published in the *Federal Register* on December 9, 2003. Additional policy guidance regarding the state proposals for implementing AYP was released by USDE February 4, 2004 (Title I targeted assistance schools), February 19, 2004 (English language learners), and March 29, 2004 (participation rates).

There had been no communication from USDE since April 30, so TEA contacted USDE and requested that a conference call be scheduled to identify the outstanding issues. The conference call took place June 2, 2004. USDE had determined that Texas could receive only very limited flexibility related to the new 1% requirement, and only through a compliance agreement. For USDE, the primary purpose of the conference call was to discuss the administrative process required for a compliance agreement. TEA staff pressed to discuss content of the proposed compliance agreement in relation to the AYP calculation for 2004 because we urgently needed those decisions. The majority of USDE staff involved in the conference call, with the exception of our USDE accountability contact person, was not familiar with Texas' April 1 proposal and was not prepared to discuss specific issues with the proposal. USDE staff offered to meet with TEA in conjunction with a trip to Texas in mid-June if necessary to review additional documentation; however, all relevant documentation had been included in the proposal. When the issues were still not resolved on June 18 the Commissioner of Education requested a meeting with Assistant Secretary Raymond Simon. That meeting was scheduled for July 1 in Washington, DC.

TEA requested another conference call with USDE before the July 1 meeting in hopes that issues could be resolved related to testing of students with limited English proficiency (LEP), which TEA believed were close to resolution when Texas' original AYP plan was approved in 2003. This would mean the limited time in Washington, DC could be devoted to the more difficult issues related to testing of students with disabilities. A telephone call did take place on June 25. Again, most of the USDE staff participating in the call did not demonstrate any knowledge of the April 1 proposal, or familiarity with the Texas assessment policies related to exemption of LEP students from Texas assessments. Although USDE had not conducted a review of Texas' assessment program under No Child Left Behind (NCLB) as originally planned in 2003, the conversation focused on concerns about the assessment program that had not previously been shared with TEA staff and could only be resolved through a USDE state assessment review that according to USDE staff would not occur until 2005 [NOTE: It has now been scheduled for early in 2005 (February 2005), but only at the insistence of TEA]. Additional calls took place over the next week and a revised proposal related to LEP student participation and performance in the AYP calculation was drafted by TEA staff for the July 1 meeting.

July 1, 2004: On July 1, the Commissioner of Education and TEA assessment, accountability, and special education staff met with USDE staff in Washington, DC. A verbal resolution was reached regarding implementation of the new 1% regulation. The remaining question was whether TEA would submit a request for exception to the 1% cap. In a letter dated July 12, TEA informed USDE that a request for exception would not be submitted. Timing was a consideration in this decision. Developing the request would take some time and TEA would not expect an immediate response from USDE. This would further delay the AYP release for 2004. Also, a considerable research effort would be required to develop the proposal, including the requirement that we define "significant cognitive disability" on the basis of data currently available. TEA was not optimistic that Texas could successfully make the case for a higher cap, given USDE guidelines for what would be considered acceptable justification. Additionally, at the July 1 meeting TEA staff was told that the highest exception approved to date was 1.3% and Texas could not expect to receive approval for a cap higher than 1.5%. A 1.5% cap would not be enough to prevent the state and large numbers of districts and campuses from failing to meet AYP based on the design of the state assessment system. The July 12 letter also put in writing the modifications to the April 1 proposal approved verbally on July 1. The July 1 modifications differed from the original April 1 proposal on one point related to LEP students and on two points related to

improvement requirements. Districts with campuses that would be subject to SIP only if they missed 2004 AYP were required to notify parents of SIP options before the beginning of the second semester unless they appealed by December 1. An expedited appeals process was put in place so that districts that appealed by December 1 and whose appeal was denied could notify parents prior to the second semester of the 2004-05 school year and implement SIP requirements for the second semester.

USDE's guidance on School Choice on the USDE web site was used in developing the 2004 AYP calendar (see at http://www.ed.gov/policy/elsec/guid/schoolchoiceguid.doc). That guidance allows for the provision of not identifying SIP status prior to the start of school in question B-5 by instructing LEAs to make choice available as quickly as possible. The guidance continues to state an example that "an LEA that receives its listing of schools identified for improvement in the fall might offer choice to students immediately or for the second semester."

September 2004: USDE contacted TEA and informed the agency that Texas' timeline of November 15, 2004, for actual SIP notification would need to be accelerated. TEA proposed notifying the 303 campuses of 2004-05 SIP status on September 30, the same date that districts and campuses were already scheduled to receive state accountability ratings. USDE responded that parent notification had to occur by September 30, 2004. TEA staff then significantly accelerated the calendar from a notification date of November 15 to a notification date of September 27—seven weeks earlier than planned. Additionally, the 199 schools designated in SIP were required to notify parents by September 30, within three days of notification by the TEA that their school was on the SIP list. Schools required to offer SIP in 2004-05 were instructed that they must continue to offer school choice and applicable SIP interventions through the end of the school year, even if they successfully appealed their preliminary 2004 AYP data.

Telephone conversations with Assistant Secretary Raymond Simon led our Agency to believe that the following actions, all of which TEA met, were necessary for compliance with 2004 SIP notifications requirements.

1) Notifying each school in danger of entering SIP before the beginning of the school year (August 13, 2004),
2) Accelerating the release of the preliminary AYP information for these campuses from November 15 to September 27,
3) Meeting the September 30 deadline for parent notification,
4) Requiring each school notified on September 27 to engage in SIP activities for the entire school year regardless of the outcome of the AYP appeals process, and
5) Developing a release schedule in subsequent years that will allow for parent notification of SIP status before the beginning of the school year.

The chain of facts presented above illustrates that USDE's intent to withhold funds is inappropriate. TEA submitted its request for amendments to Texas' AYP Plan by the April 1, 2004 deadline, and worked in good faith with USDE to reach resolution of those issues (proactively reaching out to USDE to spur movement on several occasions). USDE had committed to make decisions on proposed amendments within 30 days, yet USDE did not communicate final approval of Texas' AYP Plan until July 29, 2004, approximately four months later and just two weeks before USDE now expected TEA to make SIP determinations. Further, TEA instituted great efforts to make SIP determinations prior to September 30, 2004, per our original intent to align federal and state accountability determinations as was communicated at several points in the process (though shifting towards the end from making federal and state

Further, TEA questions USDE's belief that it can withhold funds under Title I of the Elementary and Secondary Education Act (ESEA), section 1111(g)(2) independent of the protections afforded recipients under the General Education Provisions Act (GEPA). In particular, we note that GEPA provides a defense of mitigating circumstances in cases where it would be unjust to compel recovery of funds based on USDE's failure to provide timely guidance. Whether directly or by analogy, this defense should apply here based on the facts described above.

Moreover, to the extent that USDE moves forward exclusively under section 1111(g)(2), we feel compelled to note that section 1111(g)(2) is applicable only to alleged violations of section 1111. Yet section 1111 requires states to release assessment data to districts; it is 1116 that requires districts to make SIP determinations. Therefore, the alleged violation raised by USDE does not technically implicate section 1111(g)(2). At the same time, nothing in this letter should be seen as waiving TEA's rights to seek redress of any USDE action under GEPA or other applicable laws.

Finally, TEA is greatly concerned about the fairness and consistency of this proposed USDE discretionary administrative action across all states, which is crucial to the appropriate enforcement of NCLB requirements.

The TEA is very willing to discuss the facts presented here and any alternatives that are available at the discretion of the secretary based on consideration of this additional information. TEA will also continue to research and catalogue all correspondence and interactions with USDE on the issues addressed above to support and/or clarify the dates and events described in this correspondence.

In conclusion, I would like to respectfully request that before any final action is taken that you or your designee meet with TEA officials to discuss the specific circumstances described in this letter.

Sincerely,

Shirley J. Neeley

Shirley J. Neeley, Ed.D.
Commissioner of Education

cc: Raymond Simon, Assistant Secretary of Education, USDE
Kerri Briggs, USDE

THE SECRETARY OF EDUCATION
WASHINGTON, DC 20202

April 22, 2005

Honorable Shirley Neeley
Commissioner of Education
Texas Education Agency
William B. Travis Building
1701 North Congress Avenue
Austin, Texas 78701-1494

Dear Commissioner Neeley:

I am writing to follow up on former Secretary Paige's letter of January 19, 2005, in which he notified you of his intent to withhold four percent of Texas' fiscal year 2004 State administrative funds under Title I of the Elementary and Secondary Education Act (ESEA) for failing to provide schools and school districts timely assessment information and adequate yearly progress (AYP) decisions.

The Texas Education Agency (TEA) responded on February 10, 2005, in an effort to show cause why the Department should not withhold a portion of Texas' Title I administrative funds. TEA essentially identifies the U.S. Department of Education (ED) as the cause of TEA's failure to make timely AYP decisions. In support of its position, TEA cites the timing of the approval of amendments to the Texas Accountability Plan as well as the timing of publication of related ED policies and guidance. TEA also asserts that it believed, in good faith, that notifying schools of their AYP determinations by September 30 would be sufficient to meet the statute's requirement that schools be identified before school began, which, in Texas, occurred the week of August 16-20, 2004.

After careful consideration of TEA's submission, I have concluded that TEA has not shown cause why I should not withhold four percent of Texas' Title I State administrative funds for fiscal year 2004. In its response, TEA asserts that it could not make timely AYP determinations because ED did not respond, in a timely manner, to its amendment request or provide guidance on implementing the new regulations that permit a State to hold students with the most significant cognitive disabilities to alternate achievement standards and include their proficient scores in AYP decisions, subject to a 1.0 percent cap. ED's actions, however, did not cause TEA's late identifications.

For AYP decisions based on the 2003-04 assessments, TEA submitted an amendment to its accountability plan requesting permission to "hold harmless" schools and districts that did not make AYP because of the application of the 1.0 percent cap. The TEA's proposed amendment was not consistent with the law and the regulations and something

ED could not approve. Our negotiations between April and July were an effort to find a mutually agreeable solution.

At no time during those discussions was TEA led to believe that its amendment would be approved as proposed, and ED staff made clear to TEA that including the proficient scores of all students who took the alternate assessment would not be allowable. Moreover, I understand that Assistant Secretary Simon did not state that identifying schools for improvement by September 30 would be sufficient to avoid a withholding of State administrative funds.

Therefore, under section 1111(g)(2) of ESEA, I am withholding four percent of Texas' Title I State administrative funds for fiscal year 2004, which totals $444,282. Under Texas' accountability plan, required by section 1111 of ESEA, TEA was required to provide decisions about AYP in time for schools to implement the required provisions of section 1116 before the beginning of the 2004-05 school year. TEA has not provided a sufficient justification for failing to do so.

I regret having to withhold a portion of Texas' Title I State administrative funds but I conclude that TEA's late identification of schools is a violation of the law for which TEA must be held accountable. I am heartened by TEA's recent commitment to ensure that this year's AYP decisions are timely. These actions will be important to the education of students in Texas so that no child is left behind.

Sincerely,

Margaret Spellings

UNITED STATES DEPARTMENT OF EDUCATION

WASHINGTON, D.C. 20202-6132

DEC 10 2004

Mr. Jack O'Connell
Superintendent of Public Instruction
California Department of Education

Ms. Ruth E. Green
President
California State Board of Education
1430 N Street, Suite 5602
Sacramento, CA 95814

Dear Superintendent O'Connell and President Green:

During the week of September 20-24, 2004, a team from the U. S. Department of Education's (ED) Student Achievement and School Accountability Programs (SASA) reviewed the California Department of Education's (CDE) administration of the following programs authorized by the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind Act (NCLB): Title I, Part A; Title I, Part B, Subpart 3; and Title I, Part D. Also reviewed was Title X, Part C, Subtitle B, of the ESEA (also known as the McKinney-Vento Homeless Education Assistance Improvements Act of 2001). Enclosed is a report based upon this review.

The reauthorization of ESEA under NCLB brought a major shift in emphasis and priorities for education at all levels in this country. With increased emphasis on accountability for all students, and a focus on States' responsibilities to work with districts and schools to improve instruction and boost student achievement, SASA is committed to working closely with States in these areas and has developed a monitoring process aligned to the changes brought about by NCLB. Under this process, monitoring is conducted in three broad areas: accountability, instructional support, and compliance with fiduciary responsibilities. In preparation for the monitoring visit and during the onsite review, SASA staff conducted a number of activities (described in detail in the enclosed report) to verify compliance with applicable statutes and regulations.

The enclosed report contains a listing of the critical monitoring elements in each of the areas, a description of the scope of the monitoring review, and the findings, recommendations and commendations that the team cited as a result of the review. Within 30 business days of the date of this letter, please provide us with a detailed description of the actions your office has taken or will take regarding any findings noted in this report.

The ED team would like to thank Anne Just and her staff, particularly Carol Dickson, for their hard work and the assistance they provided prior to and during the review in gathering materials and providing access to information in a timely manner. The ED team was impressed with the efforts of your staff to implement statewide the many requirements of the selected Title I and Title X programs of the ESEA.

We look forward to working further with your staff on any follow-up activities, and in assisting them to improve the delivery of education services in California.

Sincerely,

Jacquelyn C. Jackson, Ed.D.
Director
Student Achievement and
School Accountability Programs

Enclosure

cc: Anne Just, Title I Director

California Department of Education

September 20-24, 2004

Scope of Review: A team from the U.S. Department of Education's (ED) Student Achievement and School Accountability Programs office monitored the California Department of Education (CDE) the week of September 20 – 24, 2004. This was a comprehensive review of CDE's administration of the following programs authorized by the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind Act (NCLB): Title I, Part A; Title I, Part B, Subpart 3; and Title I, Part D. Also reviewed was Title X, Part C, Subtitle B, of the NCLB (also known as the McKinney-Vento Homeless Education Assistance Improvements Act of 2001).

In conducting this comprehensive review, the ED team carried out a number of major activities. In its review of the Title I, Part A program, the ED team analyzed evidence of implementation of the State accountability system, reviewed the effectiveness of the instructional improvement and instructional support measures established by the State to benefit local educational agencies (LEAs) and schools, and reviewed compliance with fiscal and administrative oversight activities required of the State educational agency (SEA). During the onsite review, the ED team visited three LEAs – Los Angeles Unified School District (LAUSD), Oakland Unified School District (OUSD) and the Sacramento City Unified School District (SCUSD). In all three school districts, the ED team interviewed administrative staff from schools that were identified for improvement and also private school officials. The ED team also conducted a meeting with parents in each of the school districts. Upon its return to Washington, DC, the ED team conducted conference calls with two additional LEAs (Stockton and Long Beach) to gather additional information on issues identified during the onsite review.

In its review of the Title I, Part B, Subpart 3 Even Start program, the ED team examined the State's request for proposals, State Even Start guidance, State indicators of program quality, and the most recent applications and local evaluations for three local projects located in Oakland, San Francisco, and Sacramento City. During the onsite review, the ED team visited five local projects in these districts and interviewed administrative and instructional staff. The ED team also interviewed the California Even Start State Coordinator to confirm information obtained at the local sites and to discuss State administration issues.

In its review of the Title I, Part D program, the ED team examined the State's application for funding, procedures and guidance for State agency (SA) applications under Subpart 1 and LEA applications under Subpart 2, technical assistance provided to SAs and LEAs, the State's oversight and monitoring plan and activities, SA and LEA subgrant plans and local evaluations for projects in Los Angeles and Sacramento City, as well as programs run by the State Department of Corrections. The ED team visited these sites and interviewed administrative, program and teaching staff. The ED team also interviewed the Title I, Part D California State coordinator to confirm information obtained at the

local sites and discuss administration of the program. The ED team member responsible for monitoring this program also participated in the conference calls to Long Beach and Stockton school districts to gather additional information on issues identified during the onsite review.

In its review of the Education for Homeless Children and Youth program (Title X, Part C, Subtitle B), the ED team examined the State's procedures and guidance for the identification, enrollment and retention of homeless students, technical assistance provided to LEAs with and without subgrants, the State's McKinney-Vento application, and LEA applications for subgrants and local evaluations for projects in Los Angeles and Sacramento City. The ED team visited these sites and interviewed administrative and program staff, and parents. The ED team also interviewed the California McKinney-Vento State coordinator to confirm information obtained at the local sites and discuss administration of the program. The ED team member responsible for monitoring this program also participated in the conference calls to Long Beach and Stockton school districts to gather additional information on issues identified during the onsite review.

Previous Audit Findings: Successive audit reports over the past several years have cited CDE for lack of compliance with the comparability requirements under ESEA. Although CDE repeatedly assured the auditors and ED that it has been monitoring for compliance with this requirement, to date, it has not provided documentation sufficient to demonstrate that comparability requirements are met in LEAs statewide.

Previous Monitoring Findings: ED last reviewed Title I, Part A programs in California in 1998 as part of a Federal integrated review initiative. There was one finding related to the comparability, which has remained unresolved. ED has not previously conducted a comprehensive review of the Even Start, Neglected/Delinquent Youth, or Education for Homeless Children and Youth programs in California.

Summary of Title I, Part A Monitoring Indicators

Monitoring Area 1, Title I, Part A: Accountability			
Indicator Number	**Critical element**	**Status**	**Page**
Critical element 1.1	The SEA has approved academic content standards for all required subjects or an approved timeline for developing them.	Met requirements	N/A
Critical element 1.2	The SEA has approved academic achievement standards and alternate academic achievement standards in required subject areas and grades or an approved timeline to create them.	Met requirements	N/A
Critical element 1.3	The SEA has approved assessments and alternate assessments in required subject areas and grades or an approved timeline to create them.	Finding Recommendation Commendation	6
Critical element 1.4	The SEA has implemented all required components as identified in its accountability workbook. N.B. Report card requirements are addressed separately (1.5).	Findings	7
Critical element 1.5	The SEA has published an annual report card and ensured that LEAs have published annual report cards as required.	Met Requirements Recommendation	7
Critical element 1.6	The SEA indicates how funds received under Grants for State Assessments and related activities (§6111) will be or have been used to meet the 2005-06 and 2007-08 assessment requirements of NCLB.	Met Requirements	N/A
Critical element 1.7	The SEA ensures that LEAs meet all requirements for identifying and assessing the academic achievement of limited English proficient students.	Finding Commendation	9

Monitoring Area 2: Instructional Support			
Element Number	**Description**	**Status**	**Page**
Critical element 2.1	The SEA designs and implements policies and procedures that ensure the hiring and retention of highly qualified staff.	Findings Recommendation	10
Critical element 2.2	The SEA provides, or provides for, technical assistance for LEAs and schools as required.	Met Requirements Recommendation	11
Critical element 2.3	The SEA establishes a Committee of Practitioners and involves the committee in decision making as required.	Met Requirements	N/A
Critical element 2.4	The SEA ensures that the LEAs and schools meet parental involvement requirements.	Finding	11
Critical element 2.5	The SEA ensures that schools and LEAs are identified for improvement, corrective action, or restructuring as required and that subsequent, required steps are taken.	Finding Recommendation	12
Critical element 2.6	The SEA ensures that requirements for public school choice are met.	Finding	13
Critical element 2.7	The SEA fulfills the statutory requirements for the provision of supplemental educational services (SES).	Finding Recommendation	13
Critical element 2.8	The SEA ensures that LEAs and schools develop schoolwide programs that use the flexibility provided to them by law to improve the academic achievement of all students in the school.	Finding	14
Critical element 2.9	The SEA ensures that LEAs and schools develop and maintain targeted assistance programs that meet all required components.	Finding	14

Monitoring Area 3, Title I, Part A: Fiduciary responsibilities			
Indicator Number	**Critical element**	**Status**	**Page**
Critical element 3.1	The SEA ensures that its component LEAs are audited annually, if required, and that all corrective actions required through this process are fully implemented.	Met Requirements	N/A
Critical element 3.2	The SEA complies with the allocation, reallocation, and carryover provisions of Title I.	Met Requirements Recommendations	15
Critical element 3.3	The SEA complies with the maintenance of effort provisions of Title I.	Met Requirements Recommendation	16
Critical element 3.4	The SEA ensures that LEAs comply with the comparability provisions of Title I.	Finding	16
Critical element 3.5	The SEA ensures that LEAs provide Title I services to eligible children attending private schools.	Finding	17
Critical element 3.6	The SEA has a system for ensuring and maximizing the quality, objectivity, utility, and integrity of information disseminated by the agency.	Met Requirements	N/A
Critical element 3.7	The SEA has an accounting system for administrative funds that includes (1) State administration, (2) reallocation, and (3) reservation of funds for school improvement.	Met Requirements	N/A
Critical element 3.8	The SEA has a system for ensuring fair and prompt resolution of complaints.	Met Requirements	N/A
Critical element 3.9	The SEA ensures that the LEA complies with the rank order procedures for the eligible school attendance area.	Met Requirements	N/A
Critical element 3.10	The SEA conducts monitoring of its subgrantees sufficient to ensure compliance with Title I program requirements.	Met Requirements	N/A
Critical element 3.11	The SEA ensures that its LEAs comply with the provision for submitting an annual plan to the SEA.	Met Requirements	N/A
Critical element 3.12	The SEA and LEA comply with requirements regarding the reservation of administrative funds.	Met Requirements	N/A
Critical element 3.13	The SEA ensures that Title I funds are used only to supplement or increase non-Federal sources used for the education of participating children and not to supplant funds from non-Federal sources.	Met Requirements	N/A

Title I, Part A
Monitoring Area: Accountability

Indicator 1.3 - The SEA has approved assessments and alternate assessments in required subject areas and grades or an approved timeline to create them.

Finding: The CDE allows out-of-level testing at 1-2 grade levels below the student's enrolled grade level in grades five and higher. The CDE is considering allowing one grade level below the enrolled grade level in grade three (there was no mention of grade four in the proposed policy). Parents are advised that the test results are not on grade level and the decision to test off level is directed by the IEP. The scores generated by this policy are counted as non-proficient, but as participants in the assessment favoring the 95% participation requirement. Similarly, level three accommodations (modifications) are not counted as proficient, but counted as participating.

Citation: Section 1111(b)(3)(C)(ix)(II) of ESEA requires the State assessment to provide accommodations for students with disabilities in order to measure their academic achievement relative to State academic content and achievement standards.

Further Action Required: The CDE must inform local school districts that out-of-level and level three accommodated test results will not be included in participation rates, and will count against the 95% participation requirement. The CDE must correct their school and district accountability analyses to reflect this policy before the adequate yearly progress (AYP) and determinations of need for improvement are made for the 2004-05 school year.

Recommendation: The CDE allows test accommodation for students with disabilities (SWDs) and English language learners (ELLs) that are generally accepted. Districts are permitted to translate test administration instructions and provide a glossary of terms in native languages. However, districts are left to their own initiative to provide these translations. This may produce an accommodation that is lacking in standardization and uneven in quality. Districts lacking the capacity to provide competent translations or translators may put students at a disadvantage. This uneven capacity may also exist among different schools within a school district.

The CDE should translate test administration instructions into the three major languages other than English spoken by California students as identified on the Home language Survey (R-30). The CDE should also conduct cognitive labs to determine which lexical items on their assessments present obstacles to ELLs and translate those terms into a glossary in the three major languages. The CDE may also wish to provide translated audio instructions recorded on a compact disk along with written translations.

Commendable Practices:
1) The CDE is committed to maintaining the technical quality of their State standards-based assessment and the quality of the data used in accountability. The CDE annually

replaces 50% of the items in the assessment, repeats the analyses for technical quality, and generates a new technical manual. The CDE releases a portion of their items annually. The CDE conducts test integrity audits (through a contractor) at school levels that examine test security and test administration issues.

2) The CDE has applied high standards of technical quality in developing the California English Language Development Test (CELDT) that measures the English proficiency of ELLs in reading, writing, listening and speaking, in grades 3-12 (K-2 is in development and under discussion with the Office of English Language Acquisition). The CDE has developed English language development (ELD) standards in 1999 that are informed by the State's English language arts (ELA) standards. The CDE then created item specifications that reflected both ELD and ELA standards. There was broad participation from the field in developing the standards, item writing, and item review for content relevance and bias. The CDE replaces 25% of the items annually. The CDE applies accommodations for students with disabilities who are taking the CELDT.

Indicator 1.4 – The SEA has implemented all required components as identified in its accountability workbook

Finding: The CDE did not identify local school districts in need of improvement in a manner that is consistent with the statute.

CDE applies a second criterion to make determinations for district improvement that overrides the AYP determination. According to pages 55-56 of the CDE *Information Guide for the 2004 Accountability Progress Report,* a district receiving Title I funds will be identified for improvement if it does not achieve AYP and does not reach the statewide threshold on the Academic Performance Index (API) for economically disadvantaged students. If a district fails to make AYP for two consecutive years but reaches or surpasses the API threshold, the district is not identified as needing improvement.

Citation: Section 1116(c)(3) of ESEA requires that a State identify a school district for improvement if it failed to make AYP, as defined in section 1111(b)(2) of ESEA, for two consecutive years. Although a State may include other academic indicators in determining AYP, the State may not use those indicators to reduce the number of, or change, the districts that would otherwise be subject to improvement or corrective action. See section 1111(b)(2)(D)(ii) of ESEA.

Corrective Action: CDE is herewith advised that it is not in compliance with section 1116(c)(3) of ESEA. In responding to this report, CDE must submit to ED within 30 days information or evidence of the corrective actions it has taken to redress the misidentification of districts in improvement. Additionally, CDE must describe its corrected procedure for identifying school districts for improvement and submit the procedure as an amendment to the California accountability workbook. This procedure may not include an additional indicator that relieves school districts of improvement status if they fail to meet AYP for two consecutive years. The resolution of this finding

will be considered appropriate only after ED receives the requested information or evidence from CDE and concludes that the actions address the findings in an appropriate manner. Moreover, ED reserves its option to take further administrative actions, including the withholding of funds. If ED decides to take such actions, it will notify CDE of those actions in a separate document.

Finding: The CDE makes an AYP determination for all schools that includes all students in the school in the analysis. However, if a Targeted Assistance School (TAS) is found not to have made AYP for two consecutive years, then students on free-reduced priced lunch (Title I eligible) are analyzed to make a school improvement determination to satisfy Section 1116. There is no further disaggregation conducted.

Citation: Section 1116(b)(1)(D) of ESEA allows school districts to review the progress of students served, or eligible for services, under Title I. Section 1111(b)(2)(C)(v)(II) of ESEA requires the disaggregation of achievement results by subgroups with statistically reliable numbers.

Further Action Required: The CDE must disaggregate assessment results for all subgroups within the Title I eligible population every year and make school improvement determinations for TAS on that basis. The CDE must include assessment results from all students when determining AYP at the district level.

Indicator 1.5 - The SEA has published an annual report card and ensured that LEAs have published annual report cards as required.

Recommendation: All required information for the State and local report cards are available, but not in the same place and not easily accessible. Constituents would have to access multiple pages and visit multiple sites. Some information is not readily available. For example, the State Report Card does not report the percent of students achieving the annual measurable objective (AMO). A reader would have to mentally add the percent proficient and advanced and compare that to the AMO, which is footnoted under the table. Also, in district report cards, the names of schools in improvement are not listed separately, but with all schools with their improvement status by number of years in improvement. In a large district like the LAUSD, it would be virtually impossible to list the schools in improvement without software that could sort through the 1,042 schools in the LAUSD. The reader would also have to know what first year in improvement (school choice) means in comparison to later years (supplemental services to restructuring).

The CDE should review their Report Cards and examine ways to make the information more easily accessible and present all the required information efficiently. The CDE should also publish results in bound, hard copies for families without Internet access.

Indicator 1.7 - The SEA ensures that LEAs meet all requirements for identifying and assessing the English language proficiency of limited English proficient students.

Finding: The CDE allows ELLs to vacate the limited English proficient (LEP) status if the student is proficient on the CELDT and is proficient on the ELA subtest of the CST/CAHSEE for three years. A local indicator of proficiency and parental approval is also considered in the exiting decision. The OUSD uses a GPA as a local indicator of proficiency.

Citation: Section 1111(b)(7) of ESEA requires States to ensure that local school districts assess the English language proficiency of ELLS annually.

Further Action Required: The CDE must amend the accountability workbook to reflect the use of the local indicator and parental approval as exit criteria for LEP students. Students who vacate the LEP status may be counted in the LEP subgroup for up to two years after exiting. Former LEP students must be included in other relevant categories and would no longer need to be assessed for language proficiency and would not be eligible for English language services.

Commendable Practices: CDE has made a concerted effort to reach out to families whose home language is not English. CDE has translated the State report card, student/parent test reports into Spanish, which account for over 80% of non-English speaking households. In the OUSD, test and accountability information are provided in five languages to all families when delivered by mail. The interpretation guides for the STAR and CAPA are available in seven languages when accessed on the web. The CDE is developing a Spanish standards-based assessment to provide additional achievement information for students who are in waived native language instruction programs. This assessment will not replace the CST, but will be used to inform instruction and evaluate programs.

Title I, Part A
Monitoring Area: Instructional Support

Indicator 2.1 – The SEA designs and implements policies and procedures that ensure the hiring and retention of qualified paraprofessionals and ensure that parents are informed of educator credentials as required.

Finding: The CDE does not have a system in place to ensure that all instructional paraprofessionals hired in its LEAs before January 8, 2002, and working in a program supported with Title I funds, will be qualified by January 8, 2006 as required.

The CDE has not provided its LEAs with guidance and technical assistance sufficient to ensure that this requirement is met. The CDE did not collect information from its LEAs on their number of qualified paraeducators until Spring 2004, and will not collect this information again until Spring 2005.

With fifteen months until the deadline that requires all paraprofessionals working in programs supported with Title I funds to meet the requirements by January 8, 2006, CDE estimates that only 36% of instructional paraprofessionals Statewide meet these requirements. Therefore, the ED team concludes that it is unlikely all instructional paraprofessionals working in programs funded by Title I will be qualified by January 8, 2006.

Citation: Section 1119(d) of ESEA states that each LEA receiving Title I funds shall ensure that all paraprofessionals hired before the date of enactment of NCLB, and working in a program supported with Title I funds, shall, not later than four years after the date of enactment, satisfy the requirements for being qualified as defined in subsection (c).

Further Action Required: The CDE must provide ED with a detailed explanation and timetable of activities to ensure that its LEAs will have only qualified paraprofessionals working in Title I funded programs by January 8, 2006.

Finding: The CDE has not ensured that its LEAs notify parents if their child is assigned to or taught by a teacher who is not highly qualified for four or more weeks. Interviews in LEAs visited indicated inconsistency in the implementation of this requirement.

Citation: Section 1111(h)(6)(B)(ii) of ESEA states that in addition to the information that parents may request about teachers, a school that receives Title I, Part A funds shall provide to each parent timely notice if the parent's child has been assigned, or has been taught, for four or more consecutive weeks by a teacher who is not highly qualified.

Further Action Required: The CDE must ensure that all of its LEAs notify parents as required if a child is assigned to or taught by a teacher who is not highly qualified for four or more weeks. The CDE must provide ED with documentation that its LEAs have

been given this specific directive and that it has included this requirement in its monitoring instrument.

Recommendation: In June 2003, on the recommendation of CDE staff, the California State Board of Education adopted a policy that gives each LEA the responsibility for developing or selecting a "formal local academic assessment" if it chooses to use that option to qualify currently-employed paraprofessionals. The policy states that each LEA is to determine whether or not to exercise the option of having paraprofessionals demonstrate knowledge and ability to assist in instruction through the use of a local assessment. Further, if the LEA chooses to use a formal local assessment to qualify paraeducators, it is up to the LEA to determine its content and format. The CDE has interpreted this policy to mean that it has no role in the aforementioned assessment process. ED recommends, however, that the CDE provide guidelines to LEAs that would help them to determine what constitutes the "formal local assessment" that the statute allows. LEAs statewide would benefit from guidelines for developing and scoring a local assessment and/or judging the appropriateness of a commercially produced assessment, and doing so would ensure consistency in the functional qualifications of paraprofessionals throughout the State.

Indicator 2.2 – The SEA provides, or provides for, technical assistance for LEAs and schools as required.

Recommendation: ED recommends that the CDE communicate more effectively with its LEAs regarding the structure and services available through the statewide system of support. This recommendation is based on the observation that although the CDE appears to have created and implemented a statewide system of support as required, interviews in the LEAs visited by ED indicated that staff are not aware that the system exists or that there are services available to all Title I schools because of this system. A variety of staff in the LEAs visited indicated that they do not rely on or look to the State for the kinds of technical assistance that the support system is designed to provide, but instead move forward on their own to initiate assistance to their schools.

Indicator 2.4 – The SEA ensures that the LEA and schools meet parental involvement requirements.

Finding: The CDE has not ensured that its LEAs and schools actively involve parents in developing parental involvement policies and school-parent compacts. The LEAs interviewed by the ED team had parental involvement policies, guidelines, and structures to oversee parental involvement activities, but schools visited in some of the LEAs did not actively involve parents in developing school-level parental involvement policies and school-parent compacts. Instead, these schools used a parental involvement policy and school-parent compact created by the LEA.

Citation: Sections 1118 (b) and (d) of ESEA require that each school served under Title I shall jointly develop with parents a written parent involvement policy agreed on by the

parents and a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement.

Further Action Required: The CDE must provide ED with documentation that all schools receiving Title I funds have been informed that they must establish a written parental involvement policy and school-parent compact with the parents of students attending their school. Further, the CDE must provide ED with a representative sample of such policies and compacts that have been developed consistent with the requirements in section 1118 (b) and (d) of ESEA.

Indicator 2.5 – The SEA ensures that schools and LEAs are identified for improvement, corrective action, or restructuring as required and that subsequent, required steps are taken.

Finding: The CDE provided evidence that it had notified all LEAs of school and/or LEA identification for improvement, corrective action, or restructuring on August 30, 2004. However, interviews with LEA staff reveal that in one or more LEAs district staff have not yet notified schools that they are identified for year one of Program Improvement (PI) and informed them of required actions related to that status. As a result, parents of children who attend those schools have not been notified regarding the identification of those schools and their public school choice option.

Citation: Section 1116(b)(1) of ESEA requires LEAs to identify for improvement any school receiving Title I, Part A funds that does not make AYP as defined in the State's approved accountability plan for two consecutive years. This identification must be made before the beginning of the school year following the one in which the school did not make AYP for the second consecutive time.

Further Action Required: The CDE must ensure that all of its LEAs inform schools identified for year one PI of their status immediately and explain the related requirements and provide documentation that it has done so. ED also requires that CDE provide an explanation of how it plans to meet these requirements in a timely manner in future years.

Recommendation: ED recommends that the CDE provide LEAs with additional assistance on what information must be included when notifying parents and the community that a school has been identified for improvement. The statute specifically states that eligible parents should be provided with information about why the school was identified; how the school compares to other schools in the district and State academically; how the school is addressing the problems that caused it to be identified and what the LEA and SEA are doing to help the school; how parents can be involved in addressing the problem; and an explanation of the parents' options to transfer to another school and, if applicable, obtain supplemental educational services. The letters that LEAs used to notify parents of a school's identification included most of the above information, but not all of it in every case.

Indicator 2.6 – The SEA ensures that requirements for public school choice are met.

Finding: The CDE provided evidence that it had notified all LEAs of school and/or LEA identification for improvement, corrective action, or restructuring on August 30, 2004. However, ED team interviews revealed that in one or more LEAs, district staff have not yet notified schools that they are identified for year one of PI and informed them of required actions related to that status. As a result, parents of children who attend those schools have not been notified regarding the identification of those schools and their public school choice option.

Citation: Section 1116(b)(1)(E) of ESEA requires LEAs to provide all students in schools identified for improvement with the opportunity to transfer to another public school not later than the first day of the school year following notification.

Further Action Required: The CDE must ensure that its LEAs inform year one PI schools of their status immediately. ED requires that the CDE provide evidence that parents of eligible students have been notified of their school choice options, as required, by submitting a copy of one letter sent to parents in each of the year one PI schools from the three districts visited by the ED team.

Indicator 2.7 – The SEA ensures that requirements for the provision of supplementary educational services (SES) are met.

Finding: Although the CDE provides guidance on the implementation of SES, OUSD imposes additional requirements on SES providers and inappropriately restricts parental choice of services. Specifically, OUSD has told providers that they must offer math instruction only in grades 3-8. OUSD also set a class size limit for providers and required providers to follow a certain process for hiring staff. The OUSD has not offered SES to students in grades K-2. LEAs may not impose additional restrictions on providers once they have gained State approval, nor may they limit parents' choices for services.

Citation: Section §1116(e)(4) of ESEA outlines the responsibilities of each State to create and implement a process for selecting supplemental educational service providers. The LEA may not override the decisions of the State by imposing additional programmatic requirements upon an already approved provider and its program. Additional clarification on this issue came in a policy letter to Chief State School Officers, dated August 26, 2004, from Assistant Secretary Raymond Simon. That letter may be accessed at:
http://www.ed.gov/policy/elsec/guid/stateletters/choice/ses082604.html

Further Action Required: The CDE must ensure that its LEAs understand the requirements for SES and that they know whom to contact at the CDE for advice and guidance on working with approved providers. In addition, ED requires that the CDE

provide a copy of OUSD's revised list of requirements for SES providers and evidence that students in grades K-2, in eligible schools, have been offered SES along with all other eligible students.

Recommendation: ED recommends that the CDE clarify and strengthen its process for determining the effectiveness of SES providers, including the role of LEA feedback about providers, and withdrawing approval if justified. Further, ED suggests that information about this improved process be shared with its LEAs, since staff in LEAs visited expressed concerns regarding the variable quality of services provided to students in their districts through the various providers. The ED team understands that this issue has been addressed in proposed regulations that are currently in a 45-day public comment period, with a public hearing to be held on November 8.

Indicator 2.8 – The SEA ensures that LEAs and schools develop schoolwide programs that use the flexibility provided to them by law to improve the academic achievement of all students in the school.

Finding: The CDE has not ensured that schoolwide plans contain the ten components required under NCLB. Further, ED found no evidence that staff in schoolwide program schools were aware of the required components that must be included. The template for school plans developed by the CDE contains the following components: standards-based curriculum, assessment and research-based instructional strategies; targeted professional development, parent and community involvement; and leadership, school organization and support structures. Some of the required schoolwide components are subsumed in the four core components. However, the plans reviewed do not contain the following required components: strategies to attract highly qualified teachers to high-need schools; plans for pre-school transition, and coordination and integration of federal, State and local programs.

Citation: Section 1114(B) (1) of ESEA requires that a school wishing to implement a schoolwide program develop a plan that contains 10 required components.

Further Action Required: The CDE must provide to ED a plan outlining the steps it will take to ensure that all schoolwide schools have plans that address each of the 10 required components, either as a separate plan or as part of an integrated plan which includes the CDE school plan. The CDE must describe the steps it is taking to provide technical assistance to LEAs and schools on how to plan and implement schoolwide programs. In addition, the CDE must submit to ED the section of the revised plan that addresses the 10 required components from one school in each of the LEAs visited by the ED team.

Indicator 2.9 – The SEA ensures that LEA targeted assistance programs meet all requirements.

Finding: The CDE has not ensured that its LEAs and schools meet the requirements for identifying students to be served in targeted assistance programs. LEA and school staff interviewed did not consistently reflect the understanding that multiple, objective criteria

must be used to identify which students will be served. In one case, no students were identified; instead, all who qualified for free and reduced price lunch were provided service on an as-needed basis. In another interview, school staff use only standardized test scores in reading and mathematics to determine which students will be served.

Citation: Section 1115(b)(1)(B) of ESEA states that from among the student population eligible for services, eligible children are those identified by the school as failing, or most at risk of failing, to meet the State's challenging student academic achievement standards on the basis of multiple, educationally related, objective criteria established by the local educational agency and supplemented by the school, except that children from preschool through grade 2 shall be selected solely on the basis of such criteria as teacher judgment, interviews with parents, and developmentally appropriate measures.

Further Action Required: The CDE must review and clarify for its LEAs the requirements for identifying students to be served in targeted assistance schools. The CDE must describe to ED the steps it took to accomplish this task and provide a representative sampling of evidence that students in targeted assistance schools are being identified for services properly.

Title I, Part A
Monitoring Area: Fiduciary

Indicator 3.2 – The SEA complies with the allocation, reallocation, and carryover provisions of Title I.

Recommendation: The LAUSD has exceeded the 15 percent carryover limitation for two consecutive years (2002-03 and 2003-04). The Secretary of Education allowed for a waiver of the 15 percent carryover limit if the excess carryover was caused by the delayed implementation of supplemental services and public school choice for the 2002-03 school year. The August 28, 2003 letter from the Secretary states that ED has decided to use the transition authority in the statute to give LEAs the authority to exceed the carryover requirement if, and only if, LEAs need to do so to spend the equivalent of 20 percent of their fiscal year 2002 allocations on choice related transportation and supplemental services. The LAUSD is seeking a waiver from the CDE for excess carryover for the 2003 fiscal year. The CDE should monitor closely the LAUSD budget and expenditures to ensure that if the 15 percent carryover limit is exceeded for the 2004 fiscal year that the funds are reallocated according to the CDE's reallocation policy.

Recommendation: The CDE should encourage LAUSD to consider setting aside fewer Title I funds for reservations and increasing the per-pupil allocation to its served schools. In light of the excess carryover funds the past two years, LAUSD should consider raising the per-pupil allocation amounts for its served schools, which currently receive $305 for schools at 65 percent poverty or greater, and $206 for schools between 40 percent and 64 percent poverty.

Indicator 3.3 - The SEA complies with the maintenance of effort provisions of Title I.

Recommendation: The ED team recommends that the CDE complete its maintenance of effort (MOE) determinations before the beginning of the school year for which LEA allocations would be affected by failure to maintain effort rather than after the school year has been completed. The ED team noted that the CDE was just now determining whether LEAs had met the MOE requirement for school year (SY) 2003-04 allocation purposes. This determination is taking place well after SY 2003-04 ended rather than at the beginning of the school year. As a result, any LEA that failed to maintain effort did not know that the CDE would be reducing the SY 2003-04 funds available to it under Title I and the other ESEA covered programs until after the school year ended and the LEA had made commitments based on a larger allocation. The CDE staff indicated that starting with SY 2004-05, it would complete its MOE calculations in the fall and notify LEAs that failed to maintain effort about how much their Federal funding would be reduced early in the new school year rather than after the school year has ended. ED urges the CDE to move up the time it completes its MOE calculations so that LEAs have time to request an MOE exemption from ED and plan for funding reductions.

Indicator 3.4 - The SEA ensures that the LEA complies with the comparability provisions of Title I.

Finding: The CDE has not ensured that LEAs in the State have complied with the comparability requirement of Title I. The CDE issued a directive to LEAs outlining instructions for determining whether Title I schools receive State and local resources that are comparable to those received by non-Title I schools. In visits with LAUSD, OUSD, and SCUSD, however, the ED team found that those LEAs have neither completed the calculations needed to meet the comparability requirements of Title I, nor submitted this information to the CDE. Discussions with staff at CDE indicate that the CDE has not directly monitored its LEAs at least once every two years to review comparability calculations to ensure that they meet these requirements. The CDE indicated that the State has relied on A-133 audits to determine whether LEAs have met the comparability requirements.

The ED team is extremely concerned that over the past several years, the California State Auditor has repeatedly cited CDE for lack of implementation of the comparability requirements under ESEA. Further, the ED team cited comparability as a compliance finding in it's prior monitoring of CDE, but never received documentation to resolve or close the finding. CDE has responded to ED and to the audit report findings that it has ensured that comparability requirements are being met by its LEAs; however, information gathered during the onsite review indicates that CDE has only recently addressed the issue (during this past fiscal year).

Citation: Section 1120A(c) of ESEA states that an LEA may receive Title I, Part A funds only if State and local funds are used in participating Title I schools to provide services that, taken as a whole, are at least comparable to services in non-Title I schools.

Further action required: As a requirement for receiving Title I, Part A funds, school districts must ensure that their Title I and non-Title I schools are comparable each year. The CDE must develop procedures for ensuring that its LEAs perform the necessary annual calculations to determine that services provided with State and local funds in Title I schools are comparable to non-Title I schools. The CDE must provide to ED a plan that shows how it will ensure that all of its LEAs comply with the comparability requirements at least once every two years. In addition, the CDE must provide the ED team with current year comparability calculations for LAUSD, OUSD and SCUSD.

Indicator 3.5 - The SEA ensures that LEAs provide Title I services to eligible children attending private schools.

Finding: The LAUSD is assessing individual participants rather than assessing the effectiveness of Title I programs toward meeting agreed upon standards. Though LAUSD has consulted with private school officials in determining how individual students will be academically assessed, LAUSD has not determined with private school officials how the Title I program at each school will be assessed and the annual progress each program must meet.

Citation: Section 200.63 (b)(5) of the Title I Regulations under ESEA states that in order to have timely and meaningful consultation, an LEA must consult with appropriate officials from private schools during the design and development of the LEA's program for eligible private school children on issues such as how the LEA will assess academically the services to eligible private school children and how the LEA will use the results of that assessment to improve Title I services.

Further Action Required: The CDE must ensure that the LAUSD consults with private school officials to determine how the results of academic assessments of the Title I programs will be used to improve services to private school children. The CDE must also ensure that LAUSD annually assesses the progress of the Title I programs toward enabling private school Title I participants based on agreed-upon standards and the annual progress each program must meet. The CDE must provide the ED team with documentation that LAUSD has fulfilled these requirements.

Summary of Title I, Part B, Subpart 3 (Even Start) Monitoring Indicators

Monitoring Area 1, Title I, Part B, Subpart 3: Accountability			
Indicator Number	**Critical Element**	**Status**	**Page**
Critical element 1.1	The SEA complies with the subgrant award requirements.	Findings	22
Critical element 1.2	The SEA requires applicants to submit applications for subgrants with the necessary documentation.	Finding	23
Critical element 1.3	In making non-competitive continuation awards, the SEA reviews the progress of each subgrantee in meeting the objectives of the program and evaluates the program based on the Indicators of Program Quality.	Met Requirements	N/A
Critical element 1.4	The SEA refuses to award subgrant funds to an eligible entity if the agency finds that the entity has not sufficiently improved the performance of the program, as evaluated, based on the Indicators of Program Quality.	Met Requirements	N/A
Critical element 1.5	The SEA develops, based on the best available research and evaluation data, Indicators of Program Quality for Even Start programs.	Met requirements	N/A
Critical element 1.6	The SEA uses the Indicators of Program Quality to monitor, evaluate, and improve local programs within the State.	Met Requirements	N/A
Critical element 1.7	The SEA conducts monitoring of its subgrantees sufficient to ensure compliance with Even Start program requirements.	Met Requirements Commendation	23
Critical element 1.8	The SEA ensures that projects provide for an independent local evaluation of the program that is used for program improvement.	Met Requirements Commendation	24

Monitoring Area 2, Title I, Part B, Subpart 3: Instructional Support			
Indicator Number	**Critical Element**	**Status**	**Page**
Critical element 2.1	The SEA uses funds to provide technical assistance to local programs to improve the quality of Even Start family literacy services.	Met Requirements Commendation	24
Critical element 2.2	Each program assisted shall include the identification and recruitment of families most in need.	Met Requirements Recommendation	24
Critical element 2.3	Each program shall include screening and preparation of parents and enable those parents and children to participate fully in the activities and services provided.	Met Requirements	N/A
Critical element 2.4	Families are participating in all core instructional services.	Finding	24
Critical element 2.5	Each program shall be designed to accommodate the participants' work schedule and other responsibilities, including the provision of support services, when those services are unavailable from other sources.	Met Requirements	N/A
Critical element 2.6	Each program shall include high-quality, intensive instructional programs that promote adult literacy and empower parents to support the educational growth of their children, and in preparation of children for success in regular school programs.	Met Requirements	N/A
Critical element 2.7	All instructional staff of the program hired after enactment of the LIFT Act (December 21, 2000), whose salaries are paid in whole or in part with Even Start funds, meet the Even Start staff qualification requirements.	Finding	25
Critical element 2.8	By December 21, 2004, a majority of the individuals providing academic instruction shall have obtained an associate's, bachelor's, or graduate degree in a field related to early childhood education, elementary school or secondary school education, or adult education.	Met Requirements	N/A
Critical element 2.9	By December 21, 2004, if applicable, a majority of the individuals providing academic instruction shall meet the qualifications established by the State for early childhood education, elementary or secondary education, or adult education provided as part of an Even Start program or another family literacy program.	Met Requirements	N/A

Monitoring Area 2, Title I, Part B, Subpart 3: Instructional Support			
Indicator Number	**Critical Element**	**Status**	**Page**
Critical element 2.10	By December 21, 2004, the person responsible for administration of family literacy services has received training in the operation of a family literacy program.	Met Requirements Recommendations	25
Critical element 2.11	By December 21, 2004, paraprofessionals who provide support for academic instruction have a secondary school diploma or its recognized equivalent.	Met Requirements	N/A
Critical element 2.12	The local programs shall include special training of staff, including child-care workers, to develop the necessary skills to work with parents and young children.	Met requirements	N/A
Critical element 2.13	The local programs shall provide and monitor integrated instructional services to participating parents and children through home-based programs.	Finding	25
Critical element 2.14	The local programs shall operate on a year-round basis, including the provisions of some program services, including instructional and enrichment services, during the summer months.	Met Requirements	N/A
Critical element 2.15	The local program shall be coordinated with other relevant programs under the Adult Education and Family Literacy Act, the Individuals with Disabilities Act, and Title I of the Workforce Investment Act of 1988, and the Head Start program, volunteer literacy programs, and other relevant programs.	Met requirements	N/A
Critical element 2.16	The local programs shall use instructional programs based on scientifically based reading research for children and adults.	Finding	26
Critical element 2.17	The local program shall encourage participating families to attend regularly and to remain in the program a sufficient time to meet their program goals.	Finding	26
Critical element 2.18	The local programs shall use reading-readiness activities for preschool children based on scientifically based reading research.	Finding	26
Critical element 2.19	The local program shall, if applicable, promote the continuity of family literacy to ensure that individuals retain and improve their educational outcomes.	Met Requirements	N/A

Monitoring Area 3, Title I Part B, Subpart 3: SEA Fiduciary responsibilities			
Indicator Number	**Critical Element**	**Status**	**Page**
Critical element 3.1	The SEA complies with the allocation requirements for State administration and technical assistance and award of subgrants.	Met requirements	N/A
Critical element 3.2	The SEA ensures that subgrantees comply with statutory and regulatory requirements on uses of funds and matching.	Finding	27
Critical element 3.3	The SEA complies with the cross-cutting maintenance of effort provisions.	Met Requirements	N/A
Critical element 3.4	The SEA ensures timely and meaningful consultation with private school officials on how to provide Even Start services and benefits to eligible elementary and secondary school students attending non-public schools and their teachers or other instructional personnel, and local programs provide an appropriate amount of those services and benefits through an eligible provider.	Finding	27
Critical element 3.5	The SEA has a system for ensuring fair and prompt resolution of complaints.	Met Requirements Recommendations	28

Title I, Part B, Subpart 3 (Even Start)
Monitoring Area 1: Accountability

Indicator 1.1 – The SEA complies with the subgrant award requirements.

Finding: The review panel used by the SEA to approve applications submitted to the State under Even Start competitions did not have the required composition. A review panel used for the purpose of approving Even Start applications must consist of at least three members, including one early childhood professional, one adult education professional, and one individual with expertise in family literacy programs. The review panel used by the CDE generally included only two members.

Citation: Section 1238(a)(3) of ESEA states that a review panel shall consist of at least three members, including one early childhood professional, one adult education professional, and one individual with expertise in family literacy programs.

Further action required: The CDE, in future competitions for Even Start subgrants, must use a review panel of at least three members including individuals with the required expertise.

Finding: The CDE's subgrant application review process lacks several required elements. The review form includes only one of the two statutory priorities. The CDE's review form indicates that 10 priority points will be awarded to applications from Empowerment Zones and Enterprise Communities. However, the CDE also must give priority to subgrant applications that target services primarily to areas with a high percentage or a large number of children and families who are in need of Even Start services as indicated by high levels of poverty, illiteracy, unemployment, limited English proficiency, or other need-related indicators. In addition, the peer review panel may approve subgrant applications only if the applicant proposes to provide services for at least a 3-year age range. The review form does not include that requirement.

Citation: Section 1238(a)(2)(A) of ESEA states that the SEA shall give priority for Even Start subgrant applications that target services primarily to families described in section 1238(a)(1)(B) (families in areas with a high percentage or a large number of children and families who are in need of Even Start services as indicated by high levels of poverty, illiteracy, unemployment, limited English proficiency, or other need-related indicators). Section 1238(a)(1)(C) states that the review panel established by the SEA will approve Even Start subgrant applications that (in part) provide services for at least a 3-year age range.

Further action required: The CDE, in future competitions for Even Start subgrants, in addition to giving priority to applicants located in Empowerment Zones or Enterprise Communities must give priority to Even Start subgrant applications that target services primarily to families in areas with a high percentage or a large number of children and families who are in need of Even Start services as indicated by high levels of poverty, illiteracy, unemployment, limited English proficiency, or other need-related indicators,

and must approve subgrant applications only if they propose to serve a 3-year age range of children, which may begin at birth.

Indicator 1.2 – The SEA requires applicants to submit applications for subgrants with the necessary documentation.

Finding: The program application does not include all statutory requirements and therefore the CDE does not require the applicants to submit applications with the necessary documentation. Specifically, the application lacks the following information required by the Even Start statute:

- Description of how the project will incorporate the following program elements: identification and recruitment of most in need families, screening and preparation for participation, year round services, coordination with programs listed in section 1235(9), instruction based on scientifically based reading research for early childhood education, parenting education, and interactive parent/child literacy activities, regular attendance, and reading readiness activities based on scientifically based reading research;
- Estimate of the number of participants to be served;
- Description of how the plan of operation is integrated with other ESEA programs or other federally funded programs;
- References to "high quality" and "intensive" instructional components under the "Plan of Operation" portion on integration of instructional components.

Citation: Section 1237(c)(1) of ESEA states that an application submitted to the SEA in request of an Even Start subgrant includes a plan of operation and continuous improvement for the program that includes the items listed above under "Finding."

Further action required: The CDE must integrate these omitted requirements into its application for Even Start subgrants.

Indicator 1.7 – The SEA conducts monitoring of its subgrantees sufficient to ensure compliance with Even Start program requirements.

Commendable practice: The CDE performs extensive monitoring to ensure compliance with Even Start program requirements including onsite monitoring of at least one third of subgrantees each year. Monitoring also includes desk reviews of all new projects three months after the award of the grant and annual desk reviews of all local projects using the State performance indicators to identify projects "at risk" and projects in need of technical assistance. The CDE audit division is also used to assist in monitoring new projects to ensure capacity for implementing Even Start services.

Indicator 1.8 – The SEA ensures that projects provide for an independent local evaluation of the program that is used for program improvement.

Commendable practice: The CDE ensures that projects provide for an independent local evaluation of the program that is used for program improvement. In addition to meeting the statutory requirements, each local evaluation addresses performance on State indicators, includes an analysis of evaluation data, and includes a supplement that addresses program improvement issues. Moreover, each local project is required to assess its own progress using program quality indicators. The State also provides guidance to local projects on the qualifications for local evaluators.

Title I, Part B, Subpart 3 (Even Start)
Monitoring Area 2: Instructional Support

Indicator 2.1 – The SEA uses funds to provide technical assistance to local programs to improve the quality of Even Start family literacy services.

Commendable practice: The CDE provides technical assistance to local projects to improve the quality of Even Start family literacy services. Technical assistance goes beyond conferences and meetings to include a system of mentoring and coaching for all new and second year projects. The CDE also uses staff from the State audit division to provide assistance to projects on fiscal issues and accounting.

Indicator 2.2 – Each program assisted shall include the identification and recruitment of families most in need.

Recommendation: Staff at some local projects did not seem to understand that families most in need of family literacy services are a subset of families eligible for Even Start services. Projects also did not have documentation of family eligibility or their status as among those most in need. The CDE should require local projects to maintain documentation demonstrating the eligibility of participating families as well as documentation that the families are among those most in need of Even Start services.

Indicator 2.4 – Families are participating in all core instructional services.

Finding: Project staff in the Even Start project in the San Francisco Independent School District (ISD) at Hunter's Point indicated that family members participated in an array of instructional services from many sources, but it wasn't clear that all families participated in adult education, early childhood education, parenting education, and interactive literacy activities. The Even Start project lacked documentation demonstrating that all families were participating in all four instructional components. Project staff told the ED team that the local evaluator had this documentation, but they were unable to provide this documentation to the ED team at any time during the week the ED team was in California.

Citation: Section 1235(2) of ESEA requires families to participate fully in Even Start services. To participate fully, families must participate in all four core instructional components.

Further action required: The Even Start program in the San Francisco Independent School District at Hunter's Point has been designated as "code yellow," which is the CDE term for an at risk grantee. The State is in the process of following up on a number of compliance issues with this project, including addressing the requirement that all family members participate in all core instructional services. The CDE must continue to take action to ensure that the project is in compliance.

Indicator 2.7 – All instructional staff of the program hired after the enactment of the LIFT Act (December 21, 2000), whose salaries are paid in whole or in part with Even Start funds, meet the Even Start staff qualification requirements.

Finding: At four of the local projects visited (San Antonio, Lao Family Literacy, Washington Independent School District, and Elk Grove) instructional staff paid in whole or in part with Even Start funds, hired for the early childhood education component since December 21, 2000, did not have an associate's degree.

Citation: Section 1235(5) of ESEA requires that all Even Start instructional staff hired after December 21, 2000, have obtained at least an associate's degree in a field related to early childhood education, elementary or secondary school education, or adult education and, if applicable, meet the qualifications established by the State.

Further action required: CDE must ensure that instructional staff hired since the passage of the Literacy Involved Families Together Act (December 21, 2000) have at least an associate's degree and meet the qualifications established by the State.

Indicator 2.10 – By December 21, 2004, the person responsible for the administration of family literacy services has received training in the operation of a family literacy program.

Recommendation: Since some of the project directors of the Even Start projects visited have not yet received training in the operation of a family literacy program, and the December deadline is approaching, the CDE should develop policies about what training will meet the requirements of the statute, and ensure that local project staff have access to this training.

Indicator 2.13 – The local programs shall provide and monitor integrated instructional services to participating parents and children through home-based programs.

Finding: Project staff at the Even Start program in San Francisco ISD at Hunter's Point indicated that not all families were participating in the home instruction component of the

Even Start program. They were under the impression that provision of home-based instructional services was an "optional" part of the program.

Citation: Section 1235(7) of ESEA requires local Even Start projects to provide and monitor integrated instructional services to participating parents and children through home-based programs.

Further action required: The CDE must ensure that all local Even Start projects provide all participating families with home-based instructional services in addition to the center-based instructional services provided to families.

Indicators 2.16 and 2.18: The local programs shall use instructional programs based on scientifically based reading research for children and adults and reading-readiness activities for preschool children based on scientifically based reading research.

Finding: Some local project staff did not know how to apply the definition of scientifically based reading research in order to ensure that instructional programs were based on approaches meeting this definition. This was especially true of the early childhood education component of the Even Start projects. Some project staff had not developed or adopted a coherent instructional approach for this component and did not have a curriculum or other defined scope and sequence of content and skills to be taught. Some projects were also operating the early childhood education component in license-exempt facilities, which were inadequate for the purposes of providing high quality program services. Some early childhood classroom environments clearly were not organized using principles based on scientific research.

Citation: Section 1235(10) and (12) of ESEA requires local Even Start projects to use instructional services, *including reading readiness activities*, for preschool children on scientifically based reading research.

Further action required: The CDE must work with local Even Start projects and provide the needed technical assistance to ensure that project staff develop or adopt a sound and coherent program of instruction and ensure that instructional services, including reading-readiness activities for preschool children, are based on scientifically based reading research, including that early childhood classroom environments have adequate space and are adequately equipped and organized to provide high-quality early childhood education based on scientifically based reading research.

Indicator 2.17 – The local programs shall encourage participating families to attend regularly and to remain in the program a sufficient time to meet their program goals.

Finding: Some local Even Start project staff reported that they faced serious attendance and retention challenges. For example, at the San Antonio site in Oakland, staff indicated that only a very few families continued from one project year to the next. The Lao

Family Literacy project reported that both attendance and retention in the project had been "slipping."

Citation: Section 1235(11) of ESEA requires local project staff to encourage participating families to attend regularly and to remain in the program for a sufficient time to meet program goals.

Further action required: The CDE should work with project staff to develop and adopt promising policies and practices aimed at improving attendance and retention in the Even Start program.

Title I, Part B, Subpart 3 (Even Start)
Monitoring Area 3: Fiduciary Responsibilities

Indicator 3.2 – The SEA ensures that subgrantees comply with statutory and regulatory requirements on uses of funds and matching.

Finding: At the San Antonio and Washington ISD Even Start projects, unallowable expenditures were included as part of the budget for the matching requirement for the program. Both programs listed indirect costs as part of the match even though indirect costs are unallowable under the Even Start program. The CDE Even Start application included budget forms allowing the use of funds for capital outlay for buildings, land and improvements. These expenditures are not allowable under the Even Start program.

Citation: Section 1234 of ESEA prohibits the use of funds for indirect costs and 34 CFR section 76.533 prohibits the use of funds for construction or the purchase of real property. Sections 74.23 and 80.34 of 34 CFR provide that any matching contributions must be allowable costs.

Further action required: The CDE must ensure that project staff do not charge indirect costs to the Even Start program either as a use of Even Start funds or as part of the program match. They should also remove the reference in the budget forms used by Even Start to the use of funds for capital outlay for sites, building, or site improvements.

Indicator 3.4. – The SEA ensures timely and meaningful consultation with private school officials on how to provide Even Start services and benefits to eligible elementary and secondary school students attending non-public schools and their teachers or other instructional personnel, and local programs provide an appropriate amount of those services and benefits through an eligible provider.

Finding: Staff at the San Antonio, Lao Family Literacy, Hunter's Point, Washington ISD, and Elk Grove Even Start projects were not consulting with private school officials or providing Even Start services to eligible Even Start families with school-age students attending non-public schools. Of the projects visited, only staff at the Washington ISD Even Start project were fully aware of the requirement and were providing the required consultation. The CDE guidance on the participation of private school children and the

State's complaint procedure did not include the Even Start program although the ED team was advised there were plans to do so.

Citation: Section 9501 of ESEA requires recipients of Federal Even Start funds to provide eligible school-age children who are enrolled in private elementary and secondary schools and their teachers or other educational personnel, educational services and benefits under Even Start on an equitable basis. Eligible entities must provide the equitable services after timely and meaningful consultation with the appropriate private school officials.

Further action required: The CDE must ensure that all local Even Start projects provide timely and meaningful consultation with private school officials regarding the participation of eligible most in need families with school-age students about their need for Even Start services, and provide a required amount of those services as needed and appropriate.

Indicator 3.5 – The SEA has a system for ensuring fair and prompt resolution of complaints and has proper hearing procedures.

Recommendation: The ED team was informed that the CDE is currently reviewing its complaint and hearing procedures for a number of federally funded programs, including the Even Start program, for legal sufficiency. During that process, the CDE should ensure that it is in compliance with the applicable hearing requirements in Section 432(a) of the General Education Provisions Act (GEPA), 20 U.S.C. 1231b-2(a), and the implementing regulations in 34 CFR 76.401(c) and (d)(2), for any adverse SEA actions to which those procedures apply. Those adverse actions include actions such as denials of new grant awards following a competition, non-continuation of existing awards for non-compliance issues, and suspension, withholding, and termination actions. In reviewing its Section 432 procedures, the SEA should consider and apply the decisions issued by this Department in the following cases involving the CDE (available upon request): *In re Owens Valley Career Development Center*, Decision (January 3, 2002); *In re Lancaster School District*, Decision (December 19, 2000); and *In re Clovis Unified School District*, Remand Order (July 10, 1995). The SEA also should ensure that it has in place additional hearing procedures for denial of continuation funding for insufficient progress on the State's indicators of program quality as required by Section 1238(b)(4) of the ESEA, 20 U.S.C. 6381g(b)(4).

Summary of Title I, Part D Monitoring Indicators

Neglected, Delinquent or At-Risk of Dropping-Out Program			
Element Number	**Description**	**Status**	**Page**
Critical Element ND1.1	The SEA has implemented all required components as identified in its Title I, Part D (N/D) plan.	Met Requirements	N/A
Critical Element ND1.2	The SEA ensures that State Agency (SA) plans for services to eligible N/D students meet all requirements.	Finding	30
Critical Element ND1.3	The SEA ensures that Local Education Agency (LEA) plans for services to eligible N/D students meet all requirements.	Met Requirements	N/A
Critical Element ND2.1	The SEA ensures that institutionwide programs developed by the SA under Subpart 1 use the flexibility provided to them by law to improve the academic achievement of all students in the school.	Met Requirements	N/A
Critical Element ND3.1	The SEA ensures each State agency has reserved not less than 15 percent and not more than 30 percent of the amount it receives under Subpart 1 for transition services.	Finding	30
Critical Element ND3.2	The SEA conducts monitoring of its subgrantees sufficient to ensure compliance with Title I, Part D program requirements.	Met Requirements Recommendation	31

Title I, Part D - Neglected, Delinquent or At-Risk of Dropping-Out Program

Indicator ND1.2 - The SEA ensures that State Agency (SA) plans for services to eligible N/D students meet all requirements.

Finding: Neither the California Youth Authority nor the Department of Corrections has designated an individual in each institution that is responsible for transition services, as is required. The Department of Corrections stated that it used a State-level committee to conduct these activities and the Youth Authority stated that it funded this position in the past through grants that are no longer available.

Citation: Section 1414(c)(11) of ESEA states that any State agency that desires to receive funds to carry out a program under this subpart shall submit an application to the State educational agency that designates an individual in each affected correctional facility or institution for neglected or delinquent children and youth to be responsible for issues relating to the transition of children and youth from such facility or institution to locally operated programs.

Further Action Required: ED requires the CDE to provide technical assistance to its State agency programs and require them to immediately identify an individual responsible for transition services in each institution receiving Title I, Part D, Subpart 1 funds. ED requires CDE to provide written documentation that such State Agencies have complied with this requirement.

Indicator 3.1 - The SEA ensures each State agency has reserved not less than 15 percent and not more than 30 percent of the amount it receives under Subpart 1 for transition services.

Finding: Neither the California Youth Authority nor the Department of Corrections has reserved the required 15 to 30 percent of Title I, Part D funds for transition services. The ED team found that the required reservation for transition services was vaguely identified in the State Agency Title I, Part D budgets.

Citation: Section 1418(a) of ESEA states that "each State agency shall reserve not less than 15 percent and not more than 30 percent of the amount such agency receives under this subpart for any fiscal year to support - (1) projects that facilitate the transition of children and youth from State-operated institutions to schools served by local educational agencies; or (2) the successful reentry of youth offenders, who are age 20 or younger and have received a secondary school diploma or its recognized equivalent, into postsecondary education, or vocational and technical training programs, through strategies designed to expose the youth to, and prepare the youth for, postsecondary education, or vocational and technical training programs, such as - (A) preplacement programs that allow adjudicated or incarcerated youth to audit or attend courses on college, university, or community college campuses, or through programs provided in institutional settings; (B) worksite schools, in which institutions of higher education and private or public employers partner to create programs to help students make a successful

transition to postsecondary education and employment; and (C) essential support services to ensure the success of the youth, such as —
(i) personal, vocational and technical, and academic, counseling; (ii) placement services designed to place the youth in a university, college, or junior college program; (iii) information concerning, and assistance in obtaining, available student financial aid; (iv) counseling services; and (v) job placement services."

Further Action Required: The CDE must provide technical assistance to its State agencies to assist them with reserving Title I, Part D funds as required to ensure that transition activities as described in Section 1418(a) are provided.

Indicator ND 3.2 - The SEA conducts monitoring of its subgrantees sufficient to ensure compliance with Title I, Part D program requirements.

Recommendation: Since the CDE Title I, Part, D Coordinator is the only individual who conducts compliance reviews for the 113 programs funded under Title I, Part D Subparts 1 and 2, the ED team recommends that the CDE move beyond the use of site visits as their primary compliance review activity and employ a greater variety of methods to monitor this program at the State agency and LEA level. The ED team recommends that the CDE use site visits and desk monitoring combined with teleconference or WEB-enabled conference calls, as appropriate, to supplement site visits and ensure a greater degree of monitoring of the implementation of the Title I, Part D program.

Summary of McKinney-Vento Homeless Education Program Monitoring Indicators

McKinney-Vento Homeless Education Program			
Element Number	**Description**	**Status**	**Page**
Critical Element MV2.1	The SEA implements procedures to address the identification, enrollment and retention of homeless students.	Finding	33
Critical Element MV2.2	SEA provides, or provides for, technical assistance for LEAs to ensure appropriate implementation of the statute.	Met Requirements Recommendation	33
Critical Element MV3.1	The SEA ensures that LEA subgrant plans for services to eligible homeless students meet all requirements.	Finding	34
Critical Element MV3.2	The SEA ensures that the LEA complies with providing comparable Title I, Part A services to homeless students attending non-Title I schools.	Met Requirements Recommendation	35
Critical Element MV3.3	The SEA has a system for ensuring the prompt resolution of disputes.	Finding	35
Critical Element MV3.4	The SEA conducts monitoring of LEAs with and without subgrants, sufficient to ensure compliance with McKinney-Vento program requirements.	Met Requirements	N/A

McKinney-Vento Homeless Education Program

Indicator MV2.1 - The SEA implements procedures to address the identification, enrollment and retention of homeless students.

Finding: The ED team has determined that although 100% of the salaries of the CDE Homeless Coordinator and her assistant are charged to the State's McKinney-Vento Homeless program, staff in both positions spend 30% or more of their time working on activities that are not related to the McKinney-Vento program. Additionally, other activities not related to the homeless program have been charged to the McKinney-Vento grant.

Citation: Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, Section E states that Direct Costs are those that can be identified specifically with particular final cost objectives. The cost must be allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. Compensation such as salary is allocable for employees for the time devoted and identified specifically to the performance of activities for grant awards.

Further Action Required: Cost Principles require that charges to Federal awards for salaries and wages, whether treated as direct or indirect costs, be based on payrolls documented in accordance with generally accepted practice of the governmental unit and approved by a responsible official(s) of the governmental unit. ED requests that the CDE provide it with documentation of the compensation of staff for 2003-04 in support of their McKinney-Vento Homeless Assistance grant. Additionally, ED requires that other selected items of cost charged by CDE in 2003-04 to the McKinney-Vento grant be documented to demonstrate that there are no unallowable costs. ED requires the CDE to assure that 2004-05 and subsequent yearly costs charged to the McKinney-Vento program are allocable under Federal cost principles.

Indicator MV2.2 - SEA provides, or provides for, technical assistance for LEAs to insure appropriate implementation of the statute.

Recommendation: The ED team recommends that the CDE's McKinney-Vento State Coordinator be provided with additional fiscal resources allowable under the conditions of the grant in order to 1) better serve LEAs with state-wide technical assistance and support; and 2) coordinate and collaborate with CDE homeless education efforts with those of other State agencies serving homeless families, children and youth, in compliance with grant requirements.

In 2003-04, $2.1 million of McKinney-Vento funds were available to the CDE to use for State activities. However, the Homeless Education Coordinator responsible for implementing the statute's requirements was permitted to use approximately $400,000 or 20% of these available funds for State activities. While it is permissible for the State to use available State activity funds for subgrants to LEAs, the ED team believes that the

Coordinator does not have sufficient funds to provide required state-wide technical assistance and guidance, since the State has over 1,000 LEAs and funds only 70 of them with subgrants.

The duties of a Coordinator are extensive and include: (1) gathering reliable, valid, and comprehensive information on the nature and extent of the problems homeless children and youth have in gaining access to public preschool programs and to public elementary schools and secondary schools, the difficulties in identifying the special needs of such children and youths, any progress made by the SEA and LEAs in addressing such problems and difficulties, and the success of the programs under this subtitle in allowing homeless children and youths to enroll in, attend, and succeed in, school; (2) developing and carrying out the State plan; (3) collecting and transmitting to ED a report containing such information ED determines is necessary to assess the educational needs of homeless children and youths within the State; (4) facilitating coordination between the SEA, State social services agencies, and other agencies (including agencies providing mental health services) to provide services to homeless children, including preschool-aged homeless children, and youths, and to families of such children and youths; (5) coordinating and collaborating with— (A) educators, including child development and preschool program personnel; (B) providers of services to homeless and runaway children and youths and homeless families (including domestic violence agencies, shelter operators, transitional housing facilities, runaway and homeless youth centers, and transitional living programs for homeless youths); (C) LEA liaisons for homeless children and youths required by the Act; and (D) community organizations and groups representing homeless children and youths and their families; and (6) providing technical assistance to LEAs in coordination with their LEA liaison to ensure that LEAs comply with requirements in order to improve the provision of comprehensive education and related services to homeless children and youths and their families.

The ED team recommends that the CDE's McKinney-Vento State Coordinator be provided with sufficient funding and resources to address these needs and implement these varied and extensive requirements.

Indicator MV3.1 - The SEA ensures that LEA subgrant plans for services to eligible homeless students meet all requirements.

Finding: The CDE does not provide funds available through the McKinney-Vento Homeless Education Act to its LEAs in a timely way, nor does it permit its LEAs to carry over unexpended funds as allowable.

Although these funds were made available to the CDE on July 1, LEA subgrantees did not receive them until the fall in both FY2003 and FY2004. ED recognizes that the CDE must have budget approval from the State before making any subgrant awards, which could explain this delay; however, the CDE also requires its LEAs to obligate these funds by May of each year and return all unexpended funds to the CDE at the end of the fiscal year. By requiring LEAs with multi-year subgrants to annually return all unspent funds, the CDE is incorrectly applying principles for allowable carryover of funds, jeopardizing

the timely and effective implementation of LEA subgrants, and preventing its LEAs from having enough resources to annually initiate and complete subgrant requirements.

Citation: Section 723(c) of ESEA states that "the State educational agency shall, in accordance with the requirements of this subtitle and from amounts made available to it under section 726, make competitive subgrants to local educational agencies that submit applications under subsection (b)."

The Tydings Amendment, as incorporated in the General Education Provisions Act, Section 1225(b) of ESEA, provides that certain Federal funds not obligated during the first year of allotment shall remain available for obligation and expenditure during the succeeding year and for up to 27 months. Since the Federal fiscal year begins October 1st and the California State fiscal year July 1st, the grant period for the McKinney-Vento award for both the State and its subgrantees can be active up to 27 months, as applicable.

Further Action Required: ED requires documentation that LEAs are provided with subgrant funding in a timely manner, that the funding is available throughout the school year, and that carryover of funds is permitted to allow LEAs with multi-year subgrant awards to have sufficient funding at the start and end of each grant year.

Indicator MV3.2 - The SEA ensures that the LEA complies with providing comparable Title I, Part A services to homeless students attending non-Title I schools.

Recommendation: The ED team observed that there is minimal CDE guidance on the reservation of Title I, Part A funds to provide services for homeless children who do not attend participating schools, including providing educationally related support services to children in shelters and other locations where children may live, as required under Title I, Part A Section 1113(c) (3)(A).

In the LEAs visited, the ED team found that the required LEA reservations are not well understood, because consolidated applications are school-specific and not LEA-specific. LEA liaisons were unsure if and how Part A funds are reserved to assist homeless students, as appropriate. The ED team recommends that the CDE review ED's McKinney-Vento program guidance issued in July 2004 to determine what steps it can take to help LEAs better understand their responsibilities regarding reserving Title I, Part A funds for homeless students. The ED team also recommends that the CDE develop its own guidance to help its LEAs comply with these requirements.

Indicator MV3.3 - The SEA has a system for ensuring the prompt resolution of disputes.

Finding: The CDE does not have a written enrollment dispute resolution policy as required by the McKinney-Vento Homeless Education Act as a condition of receiving State funds. The ED team observed that LEAs visited also did not have written dispute

resolution policies, nor were written explanations of schools' decisions regarding school selection or enrollment of homeless students provided to parents.

Citation: Section 722(g)(C) of ESEA states that a State Plan shall include a description of procedures for the prompt resolution of disputes regarding the educational placement of homeless children and youths. Section 722 (g)(3)(E) further stipulates that if a dispute arises over school selection or enrollment in a school, the child or youth shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute. Additionally, the parent or guardian of the child or youth shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or youth to appeal the decision.

Further Action Required: ED requires the CDE to immediately develop and circulate a policy for the prompt resolution of enrollment disputes regarding the educational placement of homeless children and youths. ED further requires the CDE to provide evidence that it has informed its LEAs about their responsibilities both to resolve enrollment disputes and to provide written notifications of dispute results to parents, guardians and unaccompanied youth.

UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF ELEMENTARY AND SECONDARY EDUCATION

THE ASSISTANT SECRETARY

January 19, 2005

Dear Chief State School Officer:

I want to thank you for sending your colleagues to the Department's training session on November 8, 2004, regarding the requirements for standards and assessments under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB). I trust the meeting was informative for those in your State who are developing standards and assessment systems.

One important piece of information that was delivered at this session was the possible outcomes from a peer review of a State's standards and assessment systems. I want to ensure you are aware of the Department's plans as we undertake this important step in implementing NCLB. As you know, under section 1111(e) of NCLB, the Department is required to peer review and approve each State plan, including evidence of how the State has met the NCLB standards and assessments requirements. Depending upon the results of the peer review, a State's system of standards and assessments would receive one of the following:

- *Full Approval. Full Approval* will be granted if a State's standards and assessment system meets *all* statutory and regulatory requirements. No additional action is required.

- *Full Approval with Recommendations. Full Approval with Recommendations* will be granted if a State's standards and assessment system meets *all* statutory and regulatory requirements, but some pieces of the system could be improved. In this case, we will approve the State's standards and assessment system but will recommend additional actions that the State may wish to take to improve pieces of its system.

- *Deferred Approval. Deferred Approval* will be granted if a State's standards and assessment system meets *most, but not all,* of the statutory and regulatory requirements. In this case, the State must take specific steps (such as producing a technical manual or taking board action) to come into full compliance and submit evidence of that compliance. To receive *Deferred Approval*, a State must be able to fully implement its standards and assessment system in the 2005-2006 school year. For States that participate in an early review, we may also grant *Deferred Approval* status in cases where:

    - Nearly all requirements have been met;

- The State can clearly articulate how it will meet remaining requirements: and
- The State can achieve compliance and administer final assessments by Spring 2005-2006.

- *Final Review Pending.* This is the status of a State that seeks an early review but whose standards and assessment system does not meet a preponderance of the statutory and regulatory requirements. In this instance, the State would have time to resubmit evidence by the 2005-2006 administration to show that its system meets those requirements, pending the outcome of an additional peer review.

- *Not Approved System.* A *Not Approved System* is one that does not meet a preponderance of the statutory and regulatory requirements or is missing an essential component. In such cases, one or more of the following remedies will be applied:

  - *Withholding State Funds.* Section 1111(g)(2) authorizes the Secretary to withhold State administrative funds until he determines a State's standards and assessment system meets the Title I requirements. This remedy could be used alone or in conjunction with either *Mandatory Oversight Status* or a *Compliance Agreement.*

  - *Compliance Agreement.* A *Compliance Agreement* is a statutory remedy authorized by §457 of the General Education Provisions Act. Its purpose is to bring a State into full compliance with applicable requirements as soon as feasible. A *Compliance Agreement* is jointly negotiated between the State and the Department. Full compliance must be achieved within three years.

  - *Mandatory Oversight Status.* This status could be conferred on a State whose standards and assessment system does not meet the requirements by 2005-2006 but can be revised to meet the requirements within the 2006-2007 school year. This remedy would place specific conditions on a State's grant award, such as requiring additional and more detailed reports or imposing other conditions related to the State's authority to draw down its Title I funds. In imposing such conditions, we will notify the State in writing regarding the reasons for the conditions and the steps that must be taken before they will be removed.

Please note that no timeline waivers will be granted with respect to the NCLB standards and assessment requirements.

Further, if a State's standards and assessment system does not have *Full Approval* or *Full Approval with Recommendations* by July 1, 2006, we will place conditions on the receipt of fiscal year 2006 Title I funding. These conditions will continue until *Full Approval* or *Full Approval with Recommendations* is attained.

There will be several opportunities for your State to submit evidence of its standards and assessment system for peer review. The first review will occur February 2005.

Subsequent reviews will occur during May, September and November 2005 and during February, May and September during 2006.

Please contact members of my staff, Dr. Kerri Briggs (202-401-0113) or Dr. Zollie Stevenson, Jr. (202-260-1824) if you have any specific questions regarding the plans or process for peer review.

Sincerely,

/S/

Raymond Simon

cc: Governors
State Assessment Directors

CALIFORNIA DEPARTMENT OF EDUCATION
JACK O'CONNELL, State Superintendent of Public Instruction
(916) 319-0800

CALIFORNIA STATE BOARD OF EDUCATION
RUTH E. GREEN, President
(916) 319-0827

1430 N Street Sacramento, CA 95814

December 9, 2004

Ray Simon, Assistant Secretary
Office of Secondary and Elementary Education
United States Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Dear Assistant Secretary Simon:

Pursuant to Public Law 107-110, Part D – Waivers, Section 9401(a), the California Department of Education (CDE) and State Board of Education (SBE) request a partial waiver from the following requirements of the *No Child Left Behind* (NCLB) *Act*:

- Title I, Section 1111(b)(7), "Each state plan shall demonstrate that local educational agencies in the State will, beginning no later than school year 2002-2003, provide for an annual assessment of English proficiency (measuring oral language, reading, and writing skills in English) of all students with limited English proficiency in the schools served by the State educational agency ..."

- Title III, Section 3121(d), "A State shall approve evaluation measures for use under subsection (c) that are designed to assess -- the progress of children in attaining English proficiency, including a child's level of comprehension, speaking, listening, reading, and writing skills in English."

The CDE's "Consolidated State Application, September 1, 2003 Submission" (pages 7-8) indicated that students in kindergarten and first grade are currently assessed only in listening and speaking. A timeline was provided for California English Language Development Test (CELDT) modifications (adding reading and writing tests to kindergarten and first grade) for compliance with NCLB. The CDE now wishes to amend the plan, retract the timeline, and request a waiver for testing English proficiency in reading and writing in kindergarten and first grade.

The CDE's English proficiency evaluation measure, the CELDT, assesses listening, speaking, and comprehension skills in kindergarten through twelfth grade, and assesses reading and writing skills in grades two through twelve. (The assessment of

comprehension is derived from the assessment of listening in kindergarten and first grade, and from listening and reading in second through twelfth grade.) The CDE requests a waiver of the requirement to assess reading and writing skills in kindergarten and first grade.

Waiving this requirement will improve the quality of instruction and academic achievement for students in kindergarten and first grade. For students in these grades reading and writing skills are relatively undeveloped and the constructs, as related to language proficiency, are difficult to assess. Currently, the CDE's other assessment programs do not apply to these grades. Reading and writing tests for very young children are difficult to design and administer. The one-on-one administration of reading and writing tests, essential in view of the young age and lack of testing experience of young children, will be very intrusive to instructional time and will significantly increase the burden and expense of administering the CELDT. Instruction, not testing, is a more productive use for these resources. The information obtained from an attempt to assess reading and writing skills of these students may well not meet commonly accepted professional technical standards for reliability and validity. Such information would not be useful, and might be detrimental to instruction and academic achievement.

The educational goal affected by this waiver is improvement in English language proficiency and academic achievement. While students would not be assessed for reading and writing English proficiency, students certainly would continue to be taught appropriate reading and writing skills for English proficiency in accordance with our English Language Development standards. The CDE will continue to assess students in kindergarten and first grade with the listening and speaking parts of the CELDT and will continue to use these results to monitor improvement in English language proficiency. Over the last three testing cycles using the CELDT, we have observed an average of a four to seven percent increase in the number of kindergartners and first grade students who met the CELDT criteria for possible reclassification to fluent English proficient. We would continue to expect this rate of yearly improvement.

The waiver will assist CDE and local educational agencies (LEAs) in attaining these goals as follows: (1) focus more state and local resources on instruction, not testing; (2) focus more attention on the more reliable and valid results of the listening and speaking tests; and (3) avoid increasing the burden of testing and administrative costs to LEAs.

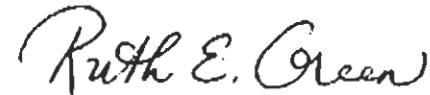
Pursuant to Public Law 107-110, Part D – Waivers, Section 9041(b)(3)(A), the California Department of Education provided all interested LEAs in the State and the public with notice and a reasonable opportunity to comment on the request through the SBE meeting. The waiver was initially discussed as an information-only item in September

during its regular *No Child Left Behind* (NCLB) *Act of 2001-Update*. At the September 8, 2004, meeting, the State Board agreed, by consensus, to direct Board staff to prepare for the November Board meeting an NCLB waiver to relieve California from testing kindergarten and first grade English learners for English language proficiency in reading and writing. The November agenda was publicly posted ten days prior to the State Board's November 9, 2004, meeting. All items discussed at the SBE have opportunity for public comment. To date, one verbal comment has been received. The comment has stated support for the waiver. A transcription of the comment is attached for your review.

Thank you for consideration of our request. We look forward to receiving your written response. If you or your staff have any questions, please contact Deb Sigman, Director, Standards and Assessment, California Department of Education, at (916) 445-9441 or Mark Fetler, Manager, California English Language Development Test and Psychometrics Office, California Department of Education, at (916) 319-0562.

Sincerely,

JACK O'CONNELL
State Superintendent of Public Instruction



RUTH E. GREEN, President
State Board of Education

JO/RG:mf
Attachment

Transcription of Verbal Comment received at the State Board of Education (SBE) Meeting, November 9, 2004, in response to SBE Item #12.

Afternoon, President Green, Superintendent O'Connell, the Members of the Board. I'm Don Bridge, just singular, not plural, as I tell my students. In the California Teachers Association we support this request for the waiver to waive the reading and writing assessments in kindergarten and first grade. And as mentioned earlier, the one thing that we're saying in the letter we like is that it will improve the quality of instruction and... because it'll ... the testing is very intrusive to the instructional time and we appreciate that being in there. One question that I want to ask Mr. Fisher is about the fact what happens if it is rejected. In the letter it says, "We look forward to receiving a response." How is that response going to come? Is it going to come in a phone call, in a written response, or should that be specified in the letter because we'd like to see a written response from the Department of Education.

Thank you.

UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF ELEMENTARY AND SECONDARY EDUCATION

THE ASSISTANT SECRETARY

APR -4 2005

The Honorable Ruth E. Green
President
California State Board of Education
1430 N Street, Suite 5111
Sacramento, CA 95814

RECEIVED
STATE BOARD OF EDUCATION
05 APR 11 PM 1:39

The Honorable Jack O'Connell
Superintendent of Public Instruction
California Department of Education
P. O. Box 944272
Sacramento, CA 94244-2720

Dear President Green and Superintendent O'Connell:

This is in response to your letter of December 9, 2004 in which you request a partial waiver of the requirement under the Elementary and Secondary Education Act, as amended by the No Child Left Behind Act of 2001 (NCLB), to annually assess the English language proficiency of all English language learners in grades K-12 in the domains of reading, writing, listening and speaking. You specifically requested a waiver of the requirement to annually assess the reading and writing skills of English language learners in kindergarten and first grade.

Both Title I and Title III require the annual assessment of English language proficiency. Section 1111(b)(7) of Title I requires that "[e]ach State plan shall demonstrate that local educational agencies in the State will, beginning not later than school year 2002-2003, provide for an annual assessment of English proficiency of all students with limited English proficiency in the schools served by the State." Title III describes the evaluation criteria States must use. Specifically, Section 3121(d)(1) provides that "a State shall approve evaluation measures...that are designed to assess the progress of children in attaining English proficiency, including a child's level of comprehension, speaking, listening, reading and writing skills in English". This evaluation, as required by the statute, is necessary to promote the English language acquisition and academic achievement of English language learners at all grade levels. Therefore, we cannot grant your request for a waiver from the requirement to assess English language learners in grades K-1 in reading and writing.

We recognize, of course, that testing young students may present some challenges. To help with the challenges, we have enclosed a guidance document that may offer some support and technical assistance in your continuing efforts to meet the language acquisition and academic needs of English language learners in grades K-1.

We understand that California is still developing its integrated system of English language proficiency standards and assessments. Some States have joined consortia funded by the Department to develop collaboratively assessments for young English language learners. California may wish to contact these consortia to gain their insights and share developments on this important issue. Some consortia are specifically developing English language proficiency assessments for K-2 students that respond to NCLB requirements.

We look forward to working with you in meeting the English language proficiency assessment requirements under NCLB. If you have any questions, please contact Kathleen Leos, Associate Assistant Deputy Secretary, Office of English Language Acquisition (OELA), or Zollie Stevenson, Group Leader, Standards and Assessment Team, Office of Elementary and Secondary Education (OESE).

Sincerely,

Raymond Simon

Enclosure

cc: Governor Arnold Schwarzenegger

Questions and Answers Regarding the Inclusion of Limited English Proficient Students, Grades K-2, in English Language Proficiency Assessments and in Title III Annual Measurable Achievement Objectives

Both Titles I and III of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (Sections 1111(b)(7) and 3113(b)(3)(D)), require State and local educational agencies to assess annually the English language proficiency of all limited English proficient (LEP) students in the domains of listening, speaking, reading, and writing. This requirement is further emphasized in the assurances included in the Consolidated State Application, which was adopted by all States, and in the Final Non-Regulatory Guidance on the Title III State Formula Grant Program-Standards, Assessments, and Accountability, which was provided to all State educational agencies.

While the selection of English language proficiency assessments is a State decision, the selected assessments need to produce valid and reliable data to answer two questions: Is the student proficient in listening, speaking, reading, and writing in English? If not, is the student making progress in attaining English proficiency? The following questions and answers provide information regarding how States can meet the English language proficiency assessment requirement under ESEA.

1. What is the rationale for including LEP students in grades K-2 in English language proficiency assessments?

The assessment of LEP students' English language proficiency in the early grades is essential in determining their level of English language proficiency and in tailoring educational programs to meet students' individual needs. English language proficiency assessment allows educators to set students' baseline of proficiency upon enrollment, which allows their individual progress in English language acquisition to be monitored over time. Often, LEP students enter kindergarten with varied differences in their levels of English language proficiency across the domains of reading, writing, listening, speaking and comprehension. These differences are embodied in the English language proficiency assessment results and give teachers and administrators the information needed to recommend an educational program appropriate to the child's language and academic needs. A successful educational foundation in the early years is critical to academic success in the later elementary grades, and fundamental to success in learning to read.

2. May States develop various types of assessments to assess the English language proficiency of LEP students in the four domains of language in grades K-2?

Yes, States have the flexibility to use several types of assessments to assess the English language proficiency of LEP students in grades K-2 in the four required domains of reading, writing, listening and speaking. States may select and implement assessments of their choice as long as they are developmentally appropriate, reliable, valid, and aligned to the State English language proficiency standards.

3. What kind of assessment may a State use to measure English language proficiency in grades K-2?

States may use a variety of assessments to measure the progress of LEP students. At this young age, English language learners can demonstrate proficiency on State English language proficiency standards in reading and writing by educators collecting work samples or recording structured observations of students' classroom performance over a period of time. The reading and writing assessment of English language proficiency of K-2 students need not be a group administered, paper-pencil test, or a single testing event.

4. Must States develop a separate assessment instrument to measure and report comprehension?

No, although Title III requires State and local education agencies to report a separate score for the domain of comprehension, a separate assessment instrument is not required for Title I and Title III. Comprehension may be demonstrated through reading and listening.

5. How can students in grades K-2 be included in Title III annual measurable achievement objectives (AMAOs)?

LEP students in grades K-2 must have their English language proficiency annually assessed, and their performance in all four domains must be included in determinations of whether or not States and LEAs meet the Title III annual measurable achievement objectives. Under Section 3122 of Title III of the ESEA, AMAOs are comprised of three parts: making progress in learning English, attaining English language proficiency, and making adequate yearly progress (AYP) as specified in Section 1111(b)(2)(of Title I of the ESEA.

States may elect to establish K-2 as a cohort and establish an AMAO target specifically for this cohort. This may make it easier to follow the progress of LEP students over time without the technical complexity of measuring growth when assessments change as students progress to the higher grade levels.

6. What resources are available to help States develop English language proficiency assessments?

The majority of States are developing English language proficiency assessments to meet the requirement to annually assess the English language proficiency of all LEP students in grades K-12 in the four domains of reading, writing, listening and speaking. States are participating in four consortia that have been funded under the Title VI Enhanced Assessment Grants Program. These consortia are: the Mountain West Assessment Consortium (MWAC), the CCSSO LEP-State Collaborative on Assessment and Student Standards (SCASS) Consortium, the Wisconsin-Illinois-Delaware-Arkansas (WIDA) consortium and the Pennsylvania Enhanced Assessment

Grant (PA EAG). Nearly 40 States participate in these consortia and could serve as resources in the development of English language proficiency assessments for LEP students in grades K-2.

7. When should States begin assessing students in grades K-2 for English language proficiency with tests that are aligned to both content standards and language proficiency standards?

States are expected to begin full administration of the newly aligned English language proficiency assessments for grades K-12 by spring of 2006.

PROOF OF SERVICE

Test Claim Name: Standardized Testing and Reporting (Reconsideration)
Test Claim Number: 04-RL-9723-01

I, the undersigned, declare as follows:

I am employed in the County of Sacramento, State of California, I am 18 years of age or older and not a party to the within entitled cause; my address ins 1430 N Street, Suite 2213, Sacramento, CA 95814.

On June 9, 2005, I served the attached letter of the California Department of Education in said cause, by placing a true copy thereof: (1) to claimant enclosed in a sealed envelope with postage thereon fully prepaid in the United States Mail at Sacramento, California; and (2) to state agencies in the normal pickup location at 1430 N Street, Suite 2213, for Interagency Mail Service, addressed as follows:

A-16
Ms. Paula Higashi, Executive Director
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814

B-8
State Controller's Office
Division of Accounting & Reporting
Attention: William Ashby
3301 C Street, Room 500
Sacramento, CA 95816

B-29
Legislative Analyst's Office
Attention: Marianne O'Malley
925 L Street, Suite 1000
Sacramento, CA 95814

A-15
Department of Finance
Education Unit
Attention: Jeannie Oropeza
915 L Street, 7th Floor
Sacramento, CA 95814

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct, and that this declaration was executed on June 9, 2005 at Sacramento, California.

Donald E. Killmer
Education Fiscal Services Consultant

Four Years Later, Are Race to the Top States on Track?

SOURCE: AP/Charles Dharapak

Student James Montalbano, 11th grade, works with teacher Angela Benjamin in the Advanced Placement Physics class at Woodrow Wilson High School in Washington, Friday, February 7, 2014.

By Tiffany D. Miller and Robert Hanna | March 24, 2014

Race to the Top is a first-of-its kind $4.35 billion competitive grant program designed to spur state-level education innovation to boost student achievement, close achievement gaps, and prepare students for college and careers. This program is significant not only because of the amount of funds made available for competitive grants to states but also because it pushes them to radically change the way they think about educational improvement. Race to the Top, or RTT, encourages states to rethink current standards and raise expectations for all students. It makes building longitudinal data systems a key component of the program, knowing that unless these systems are in place, there is no systematic way to target professional development for educators, ensure equitable distribution of teachers, or turn around low-performing schools.

Originally authorized in 2009 under the American Recovery and Reinvestment Act, RTT encourages states to develop and implement key reform strategies around four core components:

- Adopting rigorous college- and career-ready standards and assessments
- Recruiting, evaluating, and retaining highly effective teachers and principals
- Building data systems that measure student success and inform teaching and learning
- Turning around low-performing schools

Interested states had to demonstrate collaborative efforts around the proposed reforms, as well as a commitment to emphasize science and mathematics and conditions for innovation, including high-performing charter schools and flexibility around school schedule, staffing, and budget.

In total, 45 states and the District of Columbia applied for funding in three phases. The U.S. Department of Education announced the Phase 1 winners—Delaware and Tennessee—in March 2010. A few months later, the Phase 2 winners—District of Columbia, Florida, Georgia, Hawaii, Maryland, Massachusetts, New York, North Carolina, Ohio, and Rhode Island—were announced. Arizona, Colorado, Illinois, Kentucky, Louisiana, New Jersey, and Pennsylvania were awarded Phase 3 grants in December 2011. All RTT states have four years from receiving their grants to use the new funds, but the U.S. Department of Education has granted some states “no-cost extensions” based on their progress with implementing their plans.

RTT became a model for additional U.S. Department of Education competitive grant programs. The RTT Early Learning Challenge, for example, launched to improve early learning and development programs for low-income and disadvantaged infants, toddlers, and preschoolers. The department also initiated a RTT-District competition, focused on personalizing education for all students, and a RTT Assessment Program to help states that decided to implement more rigorous standards and assessments. Finally, President Barack Obama’s recently released budget included a new Race to the Top for Equity and Opportunity competition, which is organized around different core components but similarly focused on state-level planning and activities to promote school improvement.

March 2014 marks four years since the first grants were announced, and in a little over a year, the RTT funding to these initial set of states will end. Though the department hired three well-respected research firms to conduct a comprehensive evaluation, the results will not be made publicly available for several years. Until then, it is important to assess, to the extent possible, the progress that states are making along the way.

An examination of the U.S. Department of Education’s latest Annual Performance Report, or APR, data around the four core RTT components demonstrates the states’ progress. When necessary, the APRs are supplemented with extant data from other

sources, such as the Government Accountability Office. This preliminary analysis is not comprehensive and focuses on state APR reports to the U.S. Department of Education. Where possible, the analysis makes overarching statements about the RTT states in the aggregate and highlights interesting innovations that a state might be doing under the four core components. This brief does not benchmark states' success against a set of key indicators, as CAP's 2012 report did.

Three overarching findings emerged in the review of the data:

- Many of the lowest-performing schools in RTT states have achieved impressive results in a short period of time. Over the past few years, states reported on the progress of implementing reform models in their lowest-performing schools. Many states described schools where educators and students had improved performance to such an extent that their schools could move out of the ranks of the "lowest-performing." RTT states also showed their willingness to take action by intervening in low-performing schools that failed to improve.
- Four RTT states are at or near full implementation of their educator evaluation systems, and all other states are in the process of implementing their systems. Implementing new, more rigorous educator evaluation systems is technical and arduous work. It is a time-consuming effort that requires significant collaboration from state and district leaders, school administrators, and teachers. It is noteworthy that six states have evaluation systems in full implementation at the four-year mark.
- All RTT states have adopted college- and career-ready standards and are making progress toward implementation of assessments aligned with those standards. States provided educators with professional development opportunities and training on new, more rigorous standards. Although states have made progress, a few are struggling with implementation of the new standards.

State progress under Race to the Top's four components

Race to the Top, one of President Obama's signature education initiatives, seeks to move the needle on student achievement. In his words, "It's time to stop talking about education reform and start actually doing it. It's time to make education America's national mission." To win part of the $4.35 billion grant, states had to create or accelerate the conditions for substantial education innovation and reform, such as closing achievement gaps, boosting overall student achievement, increasing graduation rates, and ensuring that students are prepared for college and careers.

The U.S. Department of Education granted different levels of funding to states based on budgets given in their applications and set budgets caps for Phase 2 state applications. In the first phase, Delaware received around $100 million dollars and Tennessee around $500 million dollars, disbursed over several years of the grant. Another 10 states were awarded grant money in the second phase, including New York and Florida—which were awarded $700 million, budgeted over multiple years—and

Rhode Island, which received $75 million. The Department of Education vetted and hired peer reviewers with professional experience in education and evaluating state, district, and school reform to score the applications and provide comments.

All states aligned their comprehensive reform plans around RTT's four core components, which are described in more detail in the following sections.

College- and career-ready standards

The U.S. Department of Education expects RTT states to adopt college- and career-ready standards that are designed to prepare students for college without the need for remediation or provide them with the skills needed for employment after high school. Applicants that demonstrated a commitment to work with other states to develop and adopt highquality, internationally benchmarked college- and career-ready standards received points.

All RTT states decided to adopt the Common Core State Standards, or CCSS, which meet these requirements. Convened by the National Governors Association and the Council of Chief State School Officers, a group of educators and learning experts developed the CCSS as a set of higher quality student achievement standards. In general, 73 percent of teachers surveyed in states that adopted the Common Core are enthusiastic about its implementation in their classroom.

In RTT applications and APRs, each state has to indicate how it supports statewide transition to the new standards. Across all CCSS states, 62 percent of teachers agree that implementation is going well. RTT states reported providing educators with professional development opportunities and training on the new standards, though some states are further along with implementation than others. New York, for example, is facing implementation challenges with the rollout of the CCSS. In a recent survey of New York teachers, 77 percent said that implementing the standards is challenging. Still, the majority of teachers—67 percent—are enthusiastic about the implementation in their classroom, and 69 percent say that the new standards will have a positive impact on their students' ability to think critically and use reasoning skills.

As with any large reform effort, midcourse corrections might be needed. New York Gov. Andrew Cuomo (D) saw this as an opportunity to improve, and formed a Common Core Implementation Panel—made up of local and national experts, educators, parents, and other stakeholders—to do a comprehensive review of the rollout. Earlier this month, the panel delivered initial recommendations to improve implementation and ensure its success. Similarly, the New York Board of Regents has made proposals to help with implementation.

Not all states are experiencing the same level of difficulty with Common Core implementation. In Tennessee, for example, the state education department trained 42,000 teachers during the 2012-13 school year and the summer of 2013, which accounts for about two-thirds of the state's teacher workforce. The trainings were led

by the state's most effective teachers, who competed to be selected for these coveted leadership roles. The trainings were optional, but the turnout was large. In partnership with the Tennessee State Collaborative on Reforming Education, or SCORE, Tennessee also formed a Common Core Leadership Council to give districts a voice in the transition to the new standards. The council is tasked with advising the state department of education on assessment, creating professional development resources, shaping Common Core pilot programs, and becoming experts and leaders. Similarly, the Delaware Department of Education created an initiative called Common Ground for the Common Core, which brings schools and district representatives from a variety of districts together to work on how to implement the standards in classrooms.

The U.S. Department of Education expects states to begin implementing end-of-year tests aligned with these standards during the 2014-15 school year. These tests would ask students to perform tasks described in the state's standards.

RTT states made great progress toward fully implementing college- and career-ready standards. As states continue to move forward with implementation, it is important to learn from the process and make midcourse corrections when needed to improve its overall success.

Recruiting, evaluating, and retaining highly effective teachers and principals

The U.S. Department of Education asked states to focus on improving teacher and principal quality along the career continuum in grant applications. In doing so, states described how to improve the ways in which their educators are prepared, supported, and evaluated. Improving teacher and principal effectiveness based on performance is a priority. The Department of Education expects evaluation systems to include multiple factors, with student growth data as a significant element. States, districts, and schools must use evaluation data to inform personnel decisions, including promotion, compensation, and retention of highly effective teachers and principals. Finally, evaluation data needs to ensure the equitable distribution of effective teachers and principals—another priority. Incomplete APR data or partially implemented evaluation systems made tracking progress on this indicator for every state a challenge.

Four states are at or near full implementation of educator evaluation systems. In particular, Delaware, Florida, Tennessee, and the District of Columbia are using evaluation systems to inform most system components, including teacher and principal development, promotion, retention of effective teachers and principals, granting tenure or full certification, and removal of ineffective tenured or untenured teachers and principals. All other states are partially implementing or piloting evaluation systems. Rhode Island, for example, had an evaluation system in place during the 2012-13 school year but did not include a student growth component, as required by the U.S. Department of Education.

Implementation has not been without challenges. As documented in media outlets, many RTT states struggled to implement educator evaluation systems. Additionally,

annual reports from state departments of education indicate that both Georgia and Maryland struggled with implementing their systems.34 And at one point, New York and Hawaii faced union challenges around teacher evaluation. A recent Government Accountability Office, or GAO, report found that officials in most RTT states experienced challenges with respect to developing and using evaluation measures, addressing teacher concerns, and building capacity and sustainability. The report further noted that teachers in 11 states expressed concerns about the scale of the change, especially attaching consequences to evaluations. Even states that are now fully implemented, such as Delaware, faced implementation delays. As anyone who has embarked on ambitious education reforms knows, change is never easy and this is incredibly hard work. Yet, even with these challenges, states have moved forward with ambitious reforms to evaluation systems.

APR data suggest that Delaware and Tennessee are making progress on using evaluation systems to ensure the equitable distribution of effective teachers. Sixty-five percent of teachers were rated effective or better in Delaware's high-poverty schools with high concentrations of students of color in 2012-13. In comparison, 58 percent of teachers received this rating in low-poverty schools with small concentrations of students of color. Twenty-five percent were rated highly effective—the highest rating possible—exceeding the state's 20 percent goal. In low-poverty schools serving low concentrations of students of color, 30 percent received this rating. In Tennessee, 72 percent of teachers in high-poverty schools with high concentrations of students of color were rated effective or better, and 48 percent were rated highly effective, surpassing the 30 percent target. In low-poverty schools serving small concentrations of students of color, 83 percent were rated effective or better, and 64 percent were rated highly effective, also surpassing the 45 percent target.

It is also clear that in some states much more work needs to be done. Sixty-one percent of teachers working in high-poverty schools with high concentrations of students or color were rated effective or better in Washington, D.C., down from 71 percent in 2011-12. The percentage of teachers rated effective or better in low-poverty schools with small concentrations of students of color also experienced a decrease—84 percent received this rating in 2012-13, down from 91 percent in 2011-12. Only 15 percent of the District's teachers in high-poverty schools serving large populations of students of color were rated highly effective, missing its 86 percent target. Similarly, in low-poverty schools with small concentrations of students of color, 41 percent of teachers were rated highly effective in 2012-13, far short of its 93 percent target.

Although four RTT states made great progress toward implementing systems to evaluate, reward, and retain effective teachers and principals, more work needs to be done to ensure that great teachers and leaders are in classrooms with the students who need them the most.

Building data systems to ensure success

Virtually all RTT states developed robust data systems to track students from preschool

into postsecondary education, a requirement for RTT funding. RTT requires state data systems to include 12 elements outlined in the America COMPETES Act. State data systems must be able to follow students from pre-kindergarten through college, logging information about their course grades in K-12 and college, including details about when they graduate or drop out. States are also expected to match teachers with their students over time. All but one state follows students across grades through college. At the time of reporting, Ohio had not linked their school data systems with higher education data systems.

States also created or developed data "dashboards" or "portals" for educators to analyze school data, including student performance data, and agency staff provided training for educators to help them use statewide data systems, especially for instructional improvement. For example, Massachusetts has school and district "Profiles" pages that include data on not only school and district academic performance, but also college enrollment rates for graduates of state high schools. And last year, Delaware sent out 29 "data coaches" to work with small groups of teachers to better understand how to use data to improve teaching.

The U.S. Department of Education's Statewide Longitudinal Data Systems program supported much of this data reform work in RTT states. As part of the American Recovery and Reinvestment Act, this competitive grant program funded states' work on developing data systems that connect K-12 school data with preschool and postsecondary education and workforce data.

Turning around the lowest-performing schools

Many of the lowest-performing schools in RTT states have achieved impressive results in a short period of time, with states even describing schools where educators and students had improved performance so much that their schools could move out of the ranks of the "lowest-performing," a RTT priority.

Massachusetts and North Carolina stand out in particular. Massachusetts focused on more than 40 schools for intensive intervention. Fourteen of these schools, including Orchard Gardens in Boston and Homer Street in Springfield, showed such improvement over a few years that Massachusetts removed them from the state's list of its lowest-performing schools. Likewise, North Carolina worked closely with more than 100 of its lowest-performing schools. At least 20 of these schools, including Oak Hill Elementary in Guilford County and Petree Elementary in Forsyth County, improved students' math proficiency by more than 10 percentage points over a few years—several points above average growth in the state.

Many RTT states also showed their willingness to take action by intervening in low-performing schools that failed to improve. Over the past few years, states have reported on the progress of implementing reform models in their lowest-performing schools. In most schools targeted for intervention, the state and its districts placed new leaders in these settings and charged them with leading implementation of these

school improvement models. States could provide technical assistance on a case-by-case basis—and did so in many instances—but educators ultimately would enact these models in schools themselves. In their APR reports, states described that their low-performing schools were implementing their improvement models according to the U.S. Department of Education's guidelines.

Under those guidelines, RTT required states to make bureaucratic changes in order to increase their powers to intervene in "persistently" low-performing schools. In order to be awarded a grant, states had to demonstrate evidence of structural, legislative, and regulatory reforms that are conducive to direct intervention in low-performing schools and plans for future actions to change the "conditions" in which educators operate. It also required states to identify the lowest-performing schools and work with districts to select one of four intervention models to implement in these buildings. Districts and schools most often selected the transformation model, which includes specific whole-school reforms such as replacing the principal and increasing learning time. The "school turnaround" approach is another commonly selected model that includes replacing the principal and rehiring no more than half the school staff. Districts and schools selected the closure and restart models much less frequently.

RTT states differed in the number of schools they were responsible for turning around; this variation was mostly related to the size of their student populations. Florida, for example, targeted more than 70 schools for school improvement, while the District of Columbia targeted around 15.

New York temporarily withheld federal school improvement funding from some schools until their districts submitted plans for new teacher evaluation systems in 2011-12. The state described how these districts delayed some school-level reform activities until the next year.

Georgia took a more active role in providing technical assistance to DeKalb County when Towers High School failed to show adequate progress. The state created a new "District Effectiveness" team to do this work. Likewise, Tennessee moved six of its lowest-performing schools from their public school districts into direct governance by the state. Within this new "Achievement School District," Tennessee granted education leaders additional flexibilities in managing various resources in these schools—time, money, and people.

Across all states, school improvement remains a work in progress, with new schools moving into the ranks of the lowest performing as other schools move up.

Conclusion

Based on our exploratory review of the most recent APR data, RTT states have made progress toward their goals, yet more work needs to be done, which is unsurprising given the amount of change promised. As reviewed in CAP's 2012 report, states set ambitious goals in their original plans and it will take time to reach them. Substantial change in education policy is challenging. What is most important, however, is how

states meet those challenges and move past them toward success. States should continue to make midcourse corrections when needed, and the U.S. Department of Education should continue to provide this flexibility, when appropriate.

Though RTT grants end for Phase 1 and 2 states in in a little over a year, the work will likely continue given the current policy context. Over the past two years, Secretary of Education Arne Duncan made agreements with most states, including all RTT states, which loosen certain onerous provisions of the No Child Left Behind Act of 2001. In exchange, states committed to implement and continue reforms in domains that are similar to RTT, such as college- and career-ready standards, evaluating teachers, and promoting effective teaching.

In short, the ultimate result of RTT will not be known for several years, as evaluation of the initiative continues. Indeed, many states faced challenges meeting their goals and will likely continue to do so. Although states have struggled through different aspects of the program, RTT sparked significant education reforms, specifically a widespread move to college- and career-ready standards, which is creating conditions for innovation, strengthening educator quality along the career spectrum, and pushing other states that did not receive RTT funds in the same direction. What's more, despite these challenges, RTT states reached important milestones and accomplished a great deal in a short amount of time.

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CALIFORNIA STATE BOARD OF EDUCATION

JULY 2014 AGENDA

SUBJECT	
Amendment to the Educational Testing Service contract to implement the California Assessment of Student Performance and Progress in the 2014–15 school year.	☒ Action ☒ Information ☐ Public Hearing

SUMMARY OF THE ISSUE(S)

In November 2013, per California *Education Code* (EC) Section 60640(f)(2) the California Department of Education (CDE) and State Board of Education (SBE), with the approval of the Department of Finance, amended the Education Testing Service (ETS) contract to implement the 2013–14 test administration for the California Assessment of Student Performance and Progress (CAASPP) system.

This proposed contract amendment will extend the current contract with ETS for one year to administer the 2014–15 CAASPP assessments, including the Smarter Balanced summative assessment for English–language arts and mathematics in grades three through eight and grade eleven and remaining CAASPP assessments. This extension was in response to the Smarter Balanced Consortium announcement to reschedule the release of the open source code to member states. Open source code is part of the software program or system (e.g., student registration, test delivery, and teacher registration systems, and adaptive engine for the summative and interim assessments) that computer programmers can manipulate to add features for specific state requirements or improve functionality for end users. The CDE anticipates the release of the Request for Submission (RFS) in November 2014, when the open source code will be available to all potential bidders. This proposed contract amendment will ensure a seamless transition from Smarter Balanced Field Test in 2014 to Smarter Balanced Operational Test in 2015.

The proposed scope of work will be provided in Attachment 2 as an Item Addendum and the proposed budget along with the Summary Crosswalk of Scope of Work Changes can be found in Attachment 1. The contract amendment includes examples of the following additional new tasks:

- Continue work on science assessments including development of the test blueprints, and initiate the item development of the new CAASPP science assessments aligned to the Next Generation Science Standards (NGSS)

- Host (house and maintain) the Smarter Balanced Summative Assessment system, including: a system to register students; the use of a computer-adaptive engine, an online system for hand-scoring items; developing new individual student score reports and disaggregated reports for LEAs and schools as well as disaggregated reports at the state, county, district, and school levels.

- Host the Smarter Balanced Interim Assessments, including a system to register teachers to access them, and a system for teachers to register students

- Conduct stakeholder meetings for the expansion of the CAASPP system and to draft recommendations based upon stakeholder feedback in preparation for State Superintendent of Public Instruction (SSPI) recommendations to SBE

- Administer a paper-pencil version of the Smarter Balanced summative assessment to LEAs when necessary and appropriate

The stipulations around the requirements for contract development and modifications are set forth in *EC* Section 60643. Specifically Section 60643 (b)(1) requires that the CDE shall develop, and that the SSPI and the SBE shall approve a contract to be entered into with a contractor in connection to statewide assessment provided for in *EC* Section 60640 and allows the CDE to develop the contract through negotiations. Any amendment to the contract that result in additional costs beyond the amounts set forth in the state budget each fiscal year are not valid without prior approval by the CDE, the SBE, and the Department of Finance (DOF).

RECOMMENDATION

The CDE recommends that the SBE approve the proposed amendment to the CAASPP contract with ETS and direct CDE and SBE staff to work with ETS in the modification of the scope of work, timeline, and budget for the 2015 administration of the CAASPP. This amendment will extend the existing contract from July 1, 2014, through December 31, 2015.

BRIEF HISTORY OF KEY ISSUES

In November 2013, after the passage of Assembly Bill 484 (Bonilla), the SBE approved amending and extending the ETS contract an additional year. At the same time, commencing with the 2013–14 school year, CAASPP was established (replacing STAR) for the statewide assessment of certain elementary and secondary pupils. CAASPP is currently composed of a consortium summative assessment for English–language arts and mathematics for grades three through eight, and grade eleven; science grade–level assessments in grades five, eight, and ten; the California Alternative Performance Assessment (CAPA) in grades two through eleven in English–language arts and mathematics and CAPA science in grades five, eight, and ten; and the Early Assessment Program in grade eleven in English language arts and mathematics.

SUMMARY OF PREVIOUS STATE BOARD OF EDUCATION DISCUSSION AND ACTION

November 2013: The SBE heard discussion and approved agreed-upon amendments to the STAR Program contract to transition to the new CAASPP system.

March 2012: The SBE heard discussion and approved agreed-upon amendments to the STAR Program contract to implement enhancements to the STAR Program that supported the state's transition activities to the CCSS and a new assessment system.

July 2010: The SBE approved an extension to the current STAR contract with ETS to December 31, 2013, with the caveat that ETS restore the grade four writing component to both the English–language arts California Standards Test and California Modified Assessment with no further compensation as well as develop a longitudinal growth model at no additional cost to the state. The two-year contract extension covers the 2012 and 2013 test administrations.

September 2009: The SBE approved an amendment to the STAR Program contract with ETS to modify the scope of work, timeline, and budget through negotiations with ETS, SBE staff, SBE testing liaisons, and the CDE to address a $6,534,000 reduction in the 2009–10 General Fund appropriation for the STAR Program contract.

September 2008: The SBE approved a two-year extension of the STAR Program contract with ETS for the 2010 and 2011 test administrations.

November 2005: The SBE accepted the recommendation of the SSPI to designate ETS as the STAR contractor and approved the resulting negotiated contract in March 2006.

FISCAL ANALYSIS (AS APPROPRIATE)

The funding for the CAASPP system is to be an annual budget appropriation.

Funding for the CAASPP system is included in the Governor's proposed 2014–15 budget act for contract costs as approved by the SBE, contingent upon Department of Finance review of the related contract, during contract negotiations, prior to its execution.

The proposed budget includes a total of $89,081,000 for contracts related to CAASPP. This includes $9.55 million for consortium-managed services for the CAASPP Smarter Balanced Assessments to be provided by the University of California, Los Angeles, National Center for Research on Evaluation Standards and Student Testing (CRESST) and $200,000 for the first six months of a separate contract to be let to provide an independent evaluation of the CAASPP assessment system. The remaining $73,231,000 is available to fund contract activities for the 2014–15 test administration and $6 million for the development of specified new CAASPP assessments per SBE actions as part of this contract amendment. The final budget for this contract amendment is to be negotiated and approved by CDE, SBE, and the DOF.

ATTACHMENT(S)

Attachment 1: Crosswalk of Scope of Work Changes and Contract Amendment Budget (12 pages)

Attachment 2: Proposed Amendment to the “2015 Administration of the California Assessment of Student Performance and Progress (CAASPP), Scope of Work D” will be provided as an Item Addendum.