

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and twice during the months of June, September, and December. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS – Per Board Bylaw 9322, a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

CONSENT ITEMS – These items are considered routine and will be acted upon by one motion unless a member of the Board or staff requests that an item be discussed and/or removed from the consent calendar for separate action.

AMERICANS WITH DISABILITIES ACT – In compliance with the Americans with Disabilities Act, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, June 19, 2018
5:15 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Open Session, Pledge of Allegiance- Board Room

President Beverly Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:17 p.m. and she led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson,
(*Jeanette Vazquez was absent*)

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Dr. Emy Flores, Dr. Chad Hammitt,
Mr. Jay McPhail

Recess to Closed Session – Agenda

At 5:18 p.m., the Board recessed to Closed Session for: •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Open Session, Call to Order, Pledge of Allegiance– Board Room

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:08 p.m. and Trustee Chris Thompson led the pledge of allegiance.

In closed session, the Board voted 4-0 to approve the authorization to allow the Assistant Superintendent of Personnel Services, to serve a Notice pursuant to Education Code section 44938(B) on permanent certificated employee ID #1573.

The Board voted 3-0 to approve the authorization to allow the Assistant Superintendent of Personnel Services to serve a Notice pursuant to Education Code section 44938(b) on permanent employee ID #2739.

The Board voted to not approve a confidential settlement agreement between FSD and parents of student 782656.

Introductions/Recognitions:

Karen Allen, PTA President Volunteer, was recognized for numerous years of volunteer service to students. Dr. Pletka thanked Mrs. Allen for her willingness to volunteer her time to benefit students. President Berryman shared PTA Council honored Mrs. Allen with the Honorary Service Award. Mrs. Allen thanked the Board of Trustees for always putting students first and pushing forward with making decisions that benefit children.

Superintendent's Report

Dr. Bob Pletka thanked Karen Allen for her commitment to helping students.

Information from the Board of Trustees

Trustee Sugarman- She has visited several sites during the Summer including Nicolas JHS and Parks JHS. She recently visited Parks JHS for the Genius Academy and was impressed to see numerous new teachers leading the summer classes.

Trustee Thompson- No report.

Trustee Vazquez – absent.

Trustee Meyer- She reported she is thankful for numerous teachers who are participating in supplemental trainings during the summer.

President Berryman- She shared with the Board two certificates that the Fullerton School District recently received: 2018 Robot Nation Competition from Congressman Ed Royce and Fullerton Cares/Sensory Room from Assemblymember Sharon Quirk-Silva.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –no report.
CSEA – no report.
FESMA –no report.

Public Comments:

Rebecca Cash stated she has known Ann Scott for several years and spoke on behalf of Ms. Scott's character.

Cici Martinez, parent, stated she is an involved parent at Commonwealth School and spoke on behalf of Ms. Scott's character and her good report with both students and staff. She stated Ms. Scott spends numerous volunteer hours helping students during the school day and after school.

Brady Jaime, high school teacher, stated she has known Ann Scott for 30 years. She stated Ms. Scott volunteers hundreds of hours benefiting students and Ms. Jaime said she is concerned at the treatment Ms. Scott is receiving by the Principal.

James Rogers, California Teachers Director, shared details of the investigation involving Mrs. Ann Scott. He stated Ms. Scott has served as FETA Representative but has previously resigned as FETA Representative. He stated he feels the Principal has been dishonest and asked the District to not act too swiftly in making a decision regarding the investigation as the teacher has a good reputation.

Robin McIndoo, retired teacher, stated many people attended the board meeting in support of Ann Scott. She asked the District to continue Ms. Scott's pay during the investigation. She stated this is a very stressful situation for Ms. Scott. Ms. McIndoo stated the District should look further into the issues affecting Commonwealth School. She stated Ms. Scott has a good reputation as a teacher at Commonwealth and previously as a Teacher on Special Assignment at the District Office.

Aide Armas, parent, shared a personal story of her interactions with Ann Scott. She was not impressed with resolutions at Commonwealth School. She stated Ms. Scott has created athletic afterschool clubs at Commonwealth School that benefit students. Ms. Arma stated that she is disappointed with the handling of the situation involving Ms. Scott.

Rosa Ponce, parent, spoke about Ann Scott's instructional value. Her child's confidence has increased with the instructional support from Ms. Scott. She spoke about Mrs. Scott's worth as an individual and as a teacher. Ms. Ponce shared her concerns regarding how the Principal handled a concern from last year.

Chris Thompson made a motion to extend public input on this item to over 20 minutes and Hilda Sugarman seconded the motion.

Maria Manriquez, parent, spoke highly of Ms. Scott as a person and as a teacher. She stated Ms. Scott focuses on helping students and pushes them to excel forward. Mrs. Manriquez stated Ms. Scott is one of the best teachers at Commonwealth school and asked the investigation focus on Ms. Scott as a teacher and not on one mistake.

Jennifer Snelgrove, parent, stated her daughter got pulled out of the after school program by the Principal for Ms. Scott's investigation. Ms. Snelgrove expressed her concern that her daughter was questioned during non-school hours.

Jennifer Mendez, student, shared Ms. Scott has helped her and many other students to push forward.

Sarah Garcia, student, spoke about how Ms. Scott has made a positive impact in her life. She does not believe Ms. Scott would do anything improper.

Adrian Ortiz, student, shared Ms. Scott is a wonderful teacher who has taught students to push through and not listen to bullies.

Selena Azusa, student, stated Ms. Scott is one of the greatest teachers she has had and that Ms. Scott has done so much for students. She stated her support for Ms. Scott.

President Berryman thanked all the public comment speakers and addressed the students and commended their bravery in their public speaking.

Presentation:

Michael Beverly from PGMG Solar spoke about the benefits of FSD going Solar. He spoke about positive impact to general fund, additional campus improvements included in project, shade for students/cars/community, educational enhancements, community partnership, environmental and human health benefits and positive PR for the District. Mr. Beverly spoke about the Power Purchase Agreement.

Approve Minutes

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 4-0 to approve minutes of the Regular meeting on June 5, 2018.

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

Consent Items

Moved by Hilda Sugarman, seconded by Janny Meyer, and carried 4-0 to approve the consent items including Revised Certificated Personnel Report #1a. The Board commented on Consent Items #1a and #1b.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered L22B0004, L22C0105, L22D0704 through L22D0705, L22M0275 through L22M0288, L22R2016 through L22R2111, L22T0028 through L22T0032, L22V0262 through L22V0269, and L22X0408 through L22X0411 for the 2017/2018 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 200900 through 200911 for the 2017/2018 school year.

1e. Approve/Ratify warrants numbered 116288 through 116623 for the 2017/2018 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12820 through 12825 for the 2017/2018 school year.

1g. Adopt Resolutions numbered 17/18-B034 through 17/18-B038 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1h. Approve organizational memberships for 2018/2019.

1i. Approve agreement for KYA Services, LLC, referencing the piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for beam repairs necessary at Richman Elementary School.

1j. Approve agreement for KYA Services, LLC, referencing the piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for beam repairs necessary at Woodcrest Elementary School.

1k. Approve agreement for KYA Services, LLC, referencing the piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for the purchase of window treatments, lighting, interior wall paint, and miscellaneous upgrades to the STEAM Lab at Laguna Road Elementary School.

1l. Approve agreement for KYA Services, LLC, referencing the piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for the purchase of window treatments, lighting, interior wall paint, and miscellaneous upgrades to the Active Learning Center at Pacific Drive Elementary School.

1m. Approve agreement for Progressive Surface Solutions referencing Districtwide Unit Cost Contract FSD-15-16-GFR-03 for carpeting upgrades, replacement, and repairs for the application of support beams, roof deck, and paint at Richman Elementary School.

1n. Approve agreement for Progressive Surface Solutions referencing Districtwide Unit Cost Contract FSD-15-

16-GFR-03 for carpeting upgrades, replacement, and repairs for the application of support beams, roof deck, and paint at Woodcrest Elementary School.

1o. Approve agreement for Progressive Surface Solutions referencing Districtwide Unit Cost Contract FSD-15-16-GFR-03 for demo and application of ceiling tiles, paint, drywall, and light fixtures at Laguna Road Elementary School's STEM Lab.

1p. Approve agreement for Progressive Surface Solutions referencing Districtwide Unit Cost Contract FSD-15-16-GFR-03 for demo and application of ceiling tiles, paint, drywall, and light fixtures at Pacific Drive Elementary School's Active Learning Center.

1q. Approve Independent Contractor Agreement between Fullerton School District and Miltos Varkatzas as Facilities Consultant effective July 1, 2018 through June 30, 2019.

1r. Approve contract between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Registration for 2018/2019 school year.

1s. Approve submission to the California Department of Education of the Spring Consolidated Application for Funding Categorical Aid Programs for the 2018/2019 school year.

1t. Approve School Smarts Parent Engagement Program Agreement for 2018/2019.

1u. Approve three-year licensing agreement between Fullerton School District and Illuminate Education, Inc., for Illuminate Data and Assessment system from July 1, 2018 through June 30, 2021.

1v. Approve Agreement between Fullerton School District and WestEd to provide an evaluation of educational programs related to student achievement and engagement for the 2018/2019 school year.

1w. Approve Memorandum of Understanding between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education for Special Education programs and procedures for the 2018/2019 school year.

1x. Approve Service Agreement between Fullerton School District and Paradigm Healthcare Services for Medi-Cal and Medi-Cal Administrative Activities Billing Claims effective July 1, 2018 through June 30, 2021.

1y. Approve 2018/2019 Independent Contractor Agreements with Allied Interpreting Service, Inc., Child Shuttle, Dayle McIntosh Center, Goodwill Industries of Orange County (ATEC), and Secure Transportation.

1z. Approve 2018/2019 Nonpublic Agency Master Contracts with Behavioral Health Works, Inc., Cornerstone Therapies, Russo Fleck & Associates, and Speech Bananas.

1aa. Approve 2018/2019 Nonpublic School Master Contracts with Beacon Day School, Blind Children's Learning Center, Olive Crest Academy, Spectrum Center – Rossier Park Schools, and Speech and Language Development Center.

1bb. Approve Classified tuition reimbursement.

1cc. Approve contract between ClassLink and Fullerton School District for the 2018/2019 school year.

1dd. Approve contract between Fullerton School District and COMPAnion Corporation for the 2018/2019 school year.

1ee. Approve Independent Contractor Agreement between Fullerton School District and K5, LLC to provide coding, data dashboards and other critical components for District's programs for the 2018/2019 school year.

1ff. Approve service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System and PowerSchool Learning Management System for 2018/2019

school year.

1gg. Approve Independent Contractor Agreement between Fullerton School District and Thrively Inc., for the 2018/2019 school year.

1hh. Award contract 2018 Fence Replacement-Various Sites, FSD-17-18-MF-01 for the purchase and installation of various types of fencing including but not limited to chain link and decorative metal fencing to A-1 Enterprises, Inc., A-1 Fence Company.

1ii. Approve out-of-state conference attendance for Michael Burns to attend School Nutrition Association's Annual National Conference in Las Vegas, July 9-12, 2018.

1jj. Approve Independent Contractor Agreement between Fullerton School District Nutrition Services and Melissa Manning for services as nutrition consultant from June 20, 2018 through August 30, 2018.

1kk. Award contract for Ladera Vista School of the Arts 2018 modular buildings, FSD-17-18-GF-06, of low voltage wiring installation according to DSA regulations to DBMC, Inc.

1ll. Approve Additive Change Order #1, for Valencia Park Elementary School, Interior and Exterior Paint Project, FSD-17-18-GF-02, to Astro Painting Co., Inc.

1mm. Approve license agreement with Forecast5 Analytics for the 2018/2019 school year.

Discussion/Action Items:

2a. Adopt proposed Local Control and Accountability Plan (LCAP) and federal Addendum for three school years 2018/2019, 2019/2020, 2020/2021 and Annual Update for 2017/2018.

Trustee Sugarman spoke about the important of the District hiring a public relations employee. Trustee Sugarman shared she would like the LCAP approval to include the hiring of this position. The Board held a brief discussion regarding this topic and it was decided the Board was not ready to currently move forward with adding this position to LCAP approval. The Board requested further information regarding a public relations/grant writer position.

It was then moved by Hilda Sugarman, seconded by Janny Meyer and carried 3-0 (Trustee Thompson was absent from the room/vote) to adopt proposed Local Control and Accountability Plan (LCAP) and federal Addendum for three school years 2018/2019, 2019/2020, 2020/2021 and Annual Update for 2017/2018

2b. Adopt the Proposed 2018/2019 Budget—All Funds.

Dr. Robert Coghlan, Assistant Superintendent of Business Services, shared an update with the Board regarding the proposed budget. Dr. Coghlan showed the change in revenue in the final State budget. One time funding decreased by \$2.2 million in 2018-19 replaced by ongoing revenue which totaled more than \$2.6 million over three years. Trustee Thompson expressed his concerns with the massive concurrent deficits that is projected. It was then moved by Janny Meyer, seconded by Hilda Sugarman and carried 3-1 (Trustee Thompson opposed) to adopt the Proposed 2018/2019 Budget—All Funds.

2c. Adopt Resolution #17/18-23 regarding the Education Protection Account.

It was moved by Hilda Sugarman, seconded by Chris Thomposn and carried 4-0 to adopt Resolution #17/18-23 regarding the Education Protection Account

2d. Adopt Resolution #17/18-24 to establish temporary interfund transfers of special or restricted fund monies

It was moved by Hilda Sugarman, seconded by Chris Thompson, and carried 4-0 to adopt Resolution #17/18-24 to establish temporary interfund transfers of special or restricted fund monies.

2e. Adopt New Board Policy:

New:
Business and Noninstructional Operations
BP 3515 Campus Security

It was moved by Chris Thompson, seconded by Hilda Sugarman, and carried 4-0 to adopt above stated new BP 3515.

2f. Adopt Resolution #18/19-01 and approve 2018/2019 Child Development State Preschool Contract effective July 1, 2018 through June 30, 2019.

*adopted together with #2g.

2g. Adopt Resolution #18/19-02 and approve 2018/2019 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2018 through June 30, 2019.

It was moved by Hilda Sugarman, seconded by Janny Meyer and carried 4-0 to adopt Resolution #18/19-01 and approve 2018/2019 Child Development State Preschool Contract effective July 1, 2018 through June 30, 2019 AND to Adopt Resolution #18/19-02 AND also approve 2018/2019 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2018 through June 30, 2019.

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

Trustee Sugaman made a motion to receive information regarding a new position for public relations and Trustee Meyer seconded the motion.

Adjournment:

President Berryman adjourned the Regular meeting on June 19, 2018, at 8:27 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, July 24, 2018
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:30 p.m.- Call to Order, Pledge of Allegiance

5:30 p.m.- Recess to Closed Session – Agenda:

- Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]

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

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a “request to speak” slip to the Executive Assistant. These slips are available at the reception counter.

Approve Minutes

Regular Meeting June 19, 2018

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered L22C0106 through L22C0110, L22M0289 through L22M0321, L22R2112 through L22R2190, L22T0033, L22V0270 through L22V0273, and L22X0412 for the 2017/2018 fiscal year; M22B0001, M22C0001 through M22C0004, M22D0003 through M22D0025, M22E0001, M22M0001 through M22M0047, M22R0001 through M22R0159, M22V0001 through M22V0021, M22X0001 through M22X0119, and M22Z0001 through M22Z0063 for the 2018/2019 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 200912 through 200956 for the 2017/2018 school year and purchase orders numbered 210000 through 210064 for the 2018/2019 school year.
- 1e. Approve/Ratify warrants numbered 116624 through 117269 for the 2017/2018 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 12826 through 12924 for the 2017/2018 school year and 12925 through 12938 for the 2018/2019 school year.
- 1g. Adopt Resolutions numbered 17/18-B039 through 17/18-B041 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1h. Approve/Ratify purchase order numbered M40X0001 for the 2018/2019 fiscal year for District 40 (Van Daele).
- 1i. Approve/Ratify purchase orders numbered M48R0001 and M48X0001 for the 2018/2019 fiscal year for District 48 (Amerige Heights).
- 1j. Approve/Ratify warrant number 1117 for the 2017/2018 school year (District 40, Van Daele).
- 1k Approve/Ratify warrants numbered 1193 through 1194 for the 2017/2018 school year (District 48, Amerige Heights).
- 1l. Approve agreement with Mark Schumacker for presentation at the Management Retreat on July 27, 2018.
- 1m. Approve piggyback between Fullerton School District and Gold Star Foods Inc., from Colton Joint Unified School District for the following Piggybackable Bid No. #CJNS-2018/19-Bread for the distribution of bread and tortilla products for the 2018/2019 school year.
- 1n. Approve piggyback between Fullerton School District and Gold Star Food, Inc. from Pomona Valley Purchasing Cooperative for the following Piggybackable Bid No. RFP #C-189-003 for Distribution of Snack Foods and Beverages for the 2018/2019 school year.
- 1o. Approve piggyback renewal between Fullerton School District and Gold Star Food, Inc., from San Gabriel Valley Food Services Co-Op, Agency's Bid No. RFP #1173-15/16 for Distribution of Frozen and Refrigerated Foods and Agency's Bid No. RFP #FS001:15-16 for Fresh and Processed Produce.
- 1p. Approve renewal of agreement between Fullerton School District and Food Finders, Inc., for the 2018/2019 school year.
- 1q. Approve award of contract between Fullerton School District and Stix Holdings, LLC, doing business as (DBA) Pick Up Stix for the 2018/2019 school year.

- 1r. Approve authorization to use the State of California Department of General Services Contract 1-18-23-10A, 1-18-23-20A, 1-18-23-23A for the procurement of fleet vehicles and cars effective through April 30, 2020.
- 1s. Approve Piggyback Bid No. 13-14-0001 from Arvin Union School District for the purchase of furniture and accessories through December 15, 2018.
- 1t. Approve Piggyback Bid No. 218-04, Fleet Management Tracking Solution by Synovia Solutions, from Placentia-Yorba Linda Unified School District through June 30, 2019 inclusive of future renewals.
- 1u. Approve award of contract to Gorm, Inc., pursuant to the State of California Multiple Award Schedules Contract Number 4-17-51-0058A, for the purchase of janitorial supplies effective through September 30, 2021.
- 1v. Award contract for unit price contract (UPC) general contractor, FSD-18-19-GF-01, to New Dimension General Construction.
- 1w. Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for Fullerton School District offices and Educational Leadership Center (ELC) to remove existing carpet with standard floor prep and supply and install new Tandus Centiva event series smoked oak plank LVT and carpet tile.
- 1x. Approve Additive Change Order #1, Pacific Drive Elementary School, Exterior and Partial Interior Paint Project, FSD-17-18-GF-01, to Astro Painting Co., Inc.
- 1y. Award contract FSD-17-18-GF-10 for installation of two modular buildings according to DSA regulations for Golden Hill Elementary School to Astra Builders, Inc.
- 1z. Approve the use of CMAS contracts numbered 3-18-70-2492J and 3-16-70-2492H (Resilient Communications, Inc.) for the purchase of IP (internet protocol) telephones and supporting equipment.
- 1aa. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2018- June 30, 2018).
- 1bb. Approve Retainer Agreement of legal services with the Law Offices of Best, Best & Krieger effective during the 2018/2019 fiscal year.
- 1cc. Approve/Ratify agreement with Knowledge Saves Lives to provide emergency preparation.
- 1dd. Approve Practicum Agreement between Fullerton School District and Chemeketa Community College, Yamhill Valley for Speech-Language Pathology Assistance effective August 13, 2018 through June 30, 2019.
- 1ee. Approve Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level One and Two Professional Development for the 2018/2019 school year.
- 1ff. Approve/Ratify Memorandum of Understanding between Fullerton School District and Network for Teaching Entrepreneurship (NFTE) for Nicolas Junior High School for the 2018/2019 school year.
- 1gg. Approve Agreement between Fullerton School District and Sal Tinajero for the Speech and Debate Program for the 2018/2019 school year.
- 1hh. Approve Independent Contractor Agreement between Fullerton School District and Fulcrum Adventures for Child Development Services Leadership Development on September 17, 2018.

- 1ii. Approve Agreement between Fullerton School District and Assistance League of Fullerton for Operation School Bell.
- 1jj. Approve/Ratify Addendum to 2018/2019 Contract between Fullerton School District and Speech and Language Development Center for services effective July 1, 2018 through June 30, 2019.
- 1kk. Approve/Ratify Addendum to 2018/2019 Contract between Fullerton School District and Olive Crest Academy for services effective July 1, 2018 through June 30, 2019.
- 1ll. Approve/Ratify Addendum to 2018/2019 Contract between Fullerton School District and Russo Fleck & Associates for services effective July 1, 2018 through June 30, 2019.
- 1mm. Approve Agreement between Fullerton School District and Addiction Treatment Technologies, LLC, effective July 25, 2018 through June 30, 2019.
- 1nn. Approve Authorized Provider Agreement between Fullerton School District and American Red Cross for contracted services from August 1, 2018 through June 30, 2021.
- 1oo. Approve agreement with Level Data to provide one-time service for bulk address validation.
- 1pp. Approve/Ratify Classified Personnel Report.
- 1qq. Approve agreement between Fullerton School District and Classcraft Studios, Inc. for the 2018/2019 school year.
- 1rr. Approve/ratify one year contract with Spectrum to provide a SIP trunk over existing fiber optic circuit to the Fullerton School District Office, effective July 1, 2018 through June 30, 2019 for support of IP phone system.
- 1ss. Approve a contract to State of California Department of General Services No. AR233: Data Communications products and services.
- 1tt. Approve contract to Resilient Communication, Inc. Pursuant to the State of California Multiple Award schedules (CMAS) contract number 3-11-70-2492E, for the purchase of IP phones and supporting equipment.
- 1uu. Approve a contract to Resilient Communication, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 3-16-70-2492H, for the purchase of IP phones and supporting equipment.
- 1vv. Approve contract to Resilient Communication, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 3-18-70-2492J, for the purchase of IP phones and supporting equipment.
- 1ww. Approve/Ratify agreement between Fullerton School District and Qualtrics, LLC., effective June 29, 2018 through June 28, 2019.
- 1xx. Approve Notice of Completion for Schneider Electric Buildings Americas, Inc. ("ESCO"), for additional money received from the California Department of Education used to make necessary repairs of BARD/HVAC units for Acacia and Beechwood Elementary Schools.

Discussion/Action Items:

2a. Adopt Resolution #18/19-03 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele)..

2b. Adopt Resolution #18/19-04 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

2c. Adopt Resolution #18/19-05 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

2d. Adopt Resolution #18/19-06 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (Districts 22, 40, 48).

Administrative Reports:

3a. First Reading of New and Revised Board Policies:

New:

Students

BP 5111.1 – District Residency

BP 5145.13 – Response to Immigration Enforcement

BP 5145.6 – Parent Notifications

Revised:

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0410 – Nondiscrimination in District Programs and Activities

Community

BP 1312.3 – Uniform Complaint Procedures

Students

BP 5022 – Students and Family Privacy Rights

BP 5111 – Admission

BP 5125 – Student Records

BP 5131.2 – Anti-Bullying

BP 5145.3 – Nondiscrimination/Harassment

3b. First Reading of New Board Policy:

New

Personnel

BP 4119.22, 4219.22, 4319.22 – Student-Employee Interaction

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

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, August 14, 2018, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

Servicios de traducción son disponibles cuando se necesiten. Favor de notificar a Carmen Serna, en la oficina del Superintendente (714) 447-7405 (carmen_serna@myfsd.org), si desea que un intérprete de Koreano o Español este disponible en la junta de la Mesa Directiva (72 horas de anticipo antes de la junta).

통역 안내는 요청시 이용하실수 있습니다. 한국어 또는 스페인어 통역사를 이용하실길 원하시면 이사회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammit, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), extra period(s), new hire(s), promotion(s), resignation(s) and stipend(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JULY 24, 2018

PCD #	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1320	Beijer	Meisje	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Boehm	Caroline	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Bordy	Sandy	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
164	Brkich	Jennifer	Ed Services	Teacher	Extra Hours	Approve contracted hourly rate NTE fifteen (15) hours between July 17, 2018 to July 19, 2018 to attend Lindamood Bell workshop. Budget #0138352221-1101	7/17/18 - 7/19/18
150	Browne	Lindsay	Laguna Rd	Teacher	Extra Hours	Approve contracted hourly rate NTE ten (10) hours between June 4, 2018 to August 10, 2018 for Leadership meetings and summer training. Budget #0130218101-1101	6/4/18 - 8/10/18
1320	Cat-Aurelio	Thuy	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Chavez	Claudia	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
150	Choi	Connie	Laguna Rd	Teacher	Extra Hours	Approve contracted hourly rate NTE ten (10) hours between June 4, 2018 to August 10, 2018 for Leadership meetings and summer training. Budget #0130218101-1101	6/4/18 - 8/10/18
1320	Chung	Sylvia	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1325	Chung	Sylvia	Valencia Park	Resource	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for packing during summer due to school being painted. Budget #0110050101-1101	05/01/18 - 06/11/18
1327	Cooper	Sara	Ed Services	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours on June 8, 2018 for Fine Arts Planning. Budget #0131655109-1101	6/8/18
1320	Escobar	Lupe	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1327	Jacobs	Mark	Ed Services	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours on June 8, 2018 for Fine Arts Planning. Budget #0131655109-1101	6/8/18
1320	Klausmeier	Teresa	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Mitchell	Megan	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Mortensen	Jenny	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	O'Toole	Danielle	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JULY 24, 2018

PCD #	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1320	Phillips	Carol	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Prado	Angelica	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Ramirez	Paul	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Ramont	Tracy	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Rezvani	Julie	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1327	Rowe	Cindy	Ed Services	Teacher	Extra Hours	Approve contracted hourly rate NTE three (3) hours on June 8, 2018 for Fine Arts Planning. Budget #0131655109-1101	6/8/18
1320	San	Mak	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Saul	Jennifer	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Sincire	Dionne	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Sotolongo	Amy	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
1320	Stewart	Kim	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
167	Vidales	Mucio	Ed Services	Teacher	Extra Hours	Approve contracted hourly rate NTE one-hundred thirty (130) hours for certificated personnel to chaperone for Speech and Debate Summer Camp on July 2, 2018 to July 27, 2018. Budget #0138455229-1101	7/2/18 - 7/27/18
1320	Wasaznik	Isabela	Valencia Park	Teacher	Extra Hours	Approve Stipend of \$120 for unpacking due to VP getting painted during summer. Budget #0110050101-1101	
171			Ed Services	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) additional hours for certificated personnel for Math Staff to complete Common Form of Assessments between July 11, 2018 to July 31, 2018. Names to be provided after July 31st. Budget #0150855359-1901	7/11/18 - 7/31/18
34	Barr	Julie	Beechwood	Teacher	Extra Period	Approve extra period 1/7 for certificated personnel to use prep period to teach Creative Academy class for 18/19 school year. Budget 0109411102-1101	SY 18/19
1289	Sima	Robert	Ladera Vista	Teacher	Extra Period	Approve extra period 1/7 for certificated to use prep period to teach Social Studies for 18/19 school year. Budget #0110017101-1101	SY 18/19
	Bennett	Deborah	Orangethorpe	Assistant Principal	New Hire		7/25/18

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JULY 24, 2018

PCD #	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Chiles	Patricia	Ed Services	Program Coordinator I	New Hire	BTSA/Gate	
	Gardner	Jody	60% Sunset Lane/ 40% CWA	Assistant Principal	New Hire		7/25/18
	Gonzales	Rochelle	Orangethorpe	SDC Mild/Mod	New Hire		8/8/18
	McKeon	Gail	Ladera Vista	SDC Mild/Mod	New Hire		8/8/18
	Rynerson	Douglas	IIS	Program Specialist I	New Hire	STEAM	
	Myers	Kyle	Ed Services	Program Specialist I	Promotion	All the Arts	7/25/18
	Escaleras-Nappi	Kathleen	Orangethorpe/Sunset Lane	Assistant Principal	Resignation		7/13/18
	Guerard	Kimberly	Orangethorpe	Teacher	Resignation		6/1/18
			Personnel Svcs	Teachers	Stipend	Approve stipend of \$120/day for new teachers training on August 6, 2018 and August 7, 2018. Names to be provided after August 8th. Budget #0110050101-1101	

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

Recommendation: Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

RC:gs
Attachment

FULLERTON SCHOOL DISTRICT**Gifts: July 24, 2018**

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Acacia	Acacia Elementary School Foundation	Community Partner(s)	monetary donation	for the school	\$155,491.00
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$256.00
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	Experiential Learning	\$12,000.00
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	CSR, Experiential Learning, STEM, media	\$27,000.00
Classified Personnel	SchoolsFirst Federal Credit Union	Community Partner(s)	monetary donation	staff luncheons	\$400.00
Commonwealth	Commonwealth PTA		monetary donation	for the school	\$99.99
Fine Arts	All the Arts Foundation	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$29,201.00
Fine Arts	Sunset Lane PTA		monetary donation	All the Arts for All the Kids Program	\$1,950.00
Fisler	Edison International	Community Partner(s)	monetary donation	instructional materials	\$150.00
Fisler	Wells Fargo	Community Partner(s)	monetary donation	instructional materials	\$120.00
Hermosa Drive	Hermosa Drive PTA		monetary donation	technology, flexible seating	\$14,000.00
Ladera Vista J.H.	Anonymous		monetary donation	for the school	\$167.00
Laguna Road	Laguna Road School Chorus Foundation	Community Partner(s)	monetary donation	school supplies	\$250.00
Laguna Road	Laguna Road SOS Foundation	Community Partner(s)	monetary donation	grade level enrichment	\$3,500.00
Pacific Drive	Studio 1	Community Partner(s)	monetary donation	for the school	\$584.00
Raymond	Raymond PTA		monetary donation	Outdoor Ed	\$2,511.01
Rolling Hills	Rolling Hills Foundation	Community Partner(s)	monetary donation	PE, tech, art program	\$10,000.00
Rolling Hills	Rolling Hills PTA		monetary donation	arts	\$1,800.00
Woodcrest	Fullerton Rotary Club	Community Partner(s)	monetary donation	5th grade classrooms	\$800.00
Woodcrest	McDonald's	Community Partner(s)	monetary donation	classroom supplies	\$286.96

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED L22C0106 THROUGH L22C0110, L22M0289 THROUGH L22M0321, L22R2112 THROUGH L22R2190, L22T0033, L22V0270 THROUGH L22V0273, AND L22X0412 FOR THE 2017/2018 FISCAL YEAR; M22B0001, M22C0001 THROUGH M22C0004, M22D0003 THROUGH M22D0025, M22E0001, M22M0001 THROUGH M22M0047, M22R0001 THROUGH M22R0159, M22V0001 THROUGH M22V0021, M22X0001 THROUGH M22X0119, AND M22Z0001 THROUGH M22Z0063 FOR THE 2018/2019 FISCAL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail–Canceled Purchase Orders, or Purchase Order Detail–Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered L22C0106 through L22C0110, L22M0289 through L22M0321, L22R2112 through L22R2190, L22T0033, L22V0270 through L22V0273, and L22X0412 for the 2017/2018 fiscal year; M22B0001, M22C0001 through M22C0004, M22D0003 through M22D0025, M22E0001, M22M0001 through M22M0047, M22R0001 through M22R0159, M22V0001 through M22V0021, M22X0001 through M22X0119, and M22Z0001 through M22Z0063 for the 2018/2019 fiscal year.

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 06/01/2018 TO 06/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22C0106	BOOST COLLABORATIVE	3,870.00	3,870.00	0100000000 9330	Unrestricted / Prepaid Expenditures
L22C0107	BOOST COLLABORATIVE	5,160.00	5,160.00	0100000000 9330	Unrestricted / Prepaid Expenditures
L22C0108	CALIFORNIA CHILD DEVELOPMENT	40.00	40.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
L22C0109	AVID CENTER	795.00	795.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
L22C0110	ED CONSULTING CSC	1,875.00	1,875.00	0130411109 5210	LCFF Base Instr Beechwood / Conferences and Meetings
L22M0289	MCS CONSTRUCTION	13,460.00	13,460.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
L22M0290	HAULAWAY STORAGE CONTAINERS IN	756.00	756.00	2567117859 5640	Facilities Improvement Ladera / Repairs by Vendors
L22M0291	PARKINGLOTSTENCILS.COM	1,598.57	1,598.57	0153353859 4360	Maintenance Facilities DC / Materials and Supplies Other
L22M0292	ASTRO PAINTING COMPANY INC	8,950.00	8,950.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
L22M0293	ASTRO PAINTING COMPANY INC	163,600.00	163,600.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
L22M0294	DAILY JOURNAL CORPORATION	762.70	762.70	0153353859 5830	Maintenance Facilities DC / Legal Advertising
L22M0295	ARCHITECTURE 9 PLLLP	26,610.00	26,610.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0296	VISTA PAINT	25,000.00	25,000.00	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0297	VISTA PAINT	292.76	292.76	1208555101 4347	Fee Based Childcare Admin / Preschool Food
L22M0298	SIMPLOT PARTNERS	4,864.91	4,864.91	0153353859 4360	Maintenance Facilities DC / Materials and Supplies Other
L22M0299	AGRONO TEC	19,346.51	19,346.51	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
L22M0300	HAULAWAY STORAGE CONTAINERS IN	547.60	547.60	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0301	INK 378	6,250.00	6,250.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0303	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0304	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0305	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0306	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0307	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0308	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 06/01/2018 TO 06/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22M0309	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0310	A 1 FENCE COMPANY	3,614.00	3,614.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0311	RHINO LININGS OF ORANGE COUNTY	538.75	538.75	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
L22M0312	DAILY JOURNAL CORPORATION	736.60	736.60	0153353859 5830	Maintenance Facilities DC / Legal Advertising
L22M0313	MCS CONSTRUCTION	1,295.00	1,295.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
L22M0314	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
L22M0315	PROFESSIONAL TURF SPECIALTIES	14,500.00	14,500.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0316	PROFESSIONAL TURF SPECIALTIES	11,500.00	11,500.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0317	PROFESSIONAL TURF SPECIALTIES	13,500.00	13,500.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
L22M0318	DAILY JOURNAL CORPORATION	638.00	638.00	0153353859 5830	Maintenance Facilities DC / Legal Advertising
L22M0319	DAILY JOURNAL CORPORATION	722.10	722.10	2567117859 5830	Facilities Improvement Ladera / Legal Advertising
L22M0320	MONTGOMERY HARDWARE COMPANY	91.43	91.43	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
L22M0321	ORANGE COUNTY FIRE PROTECTION	24,991.90	24,991.90	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22R2112	COLETTE'S CATERING AND EVENTS	3,948.50	3,948.50	0152757789 4350	Administrative Assistant DC / Materials and Supplies
L22R2113	SYLVESTER, AMY	90.08	90.08	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Instr
L22R2114	APPLE COMPUTER INC	327.17	327.17	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
L22R2115	ORANGE CNTY DEPARTMENT OF EDUC	1,500.00	1,500.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
L22R2116	BRANDON, JULIE	123.75	123.75	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
L22R2117	KIM-LEE, JENNIFER	456.81	456.81	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R2118	FRUTCHEY, LYNNE	90.06	90.06	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R2119	COLLINS, BETHANIE	576.91	576.91	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R2120	THOMAS, CARIE	151.81	151.81	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R2121	DILUIGI, JESSICA	242.15	242.15	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R2122	KNAPP, KELLY	484.75	484.75	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 06/01/2018 TO 06/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22R2123	KNAPP, KELLY	76.51	76.51	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R2124	MCCOMB, YOLANDA	425.88	425.88	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22R2125	LEDESMA, MARIA PANTOJA	340.81	340.81	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22R2126	MCCOMB, YOLANDA	67.41	67.41	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
L22R2127	SHAFFER, MICHAEL	106.83	106.83	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
L22R2128	NATURAL HISTORY MUSEUM	417.00	417.00	1208555101 5850	Fee Based Childcare Admin / Admission Fees
L22R2129	FONSECA, ROSSANA	103.98	103.98	0122452261 4350	Title III Ltd Engl Parent Part / Materials and Supplies Offi
L22R2130	DYER, JODY	138.23	138.23	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
L22R2131	MIGLIORINI, JENILEE	102.66	102.66	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
L22R2132	CHUNG, KACEY	250.12	250.12	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22R2133	ESCALERAS, KATHLEEN	137.54	137.54	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
L22R2134	JOHNSTON, CLAUDIA	198.37	198.37	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22R2135	WALKER, SUZANNE	280.84	280.84	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
L22R2136	SUPPLY MASTER	374.97	374.97	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
L22R2137	BOOMERS	1,169.35	1,169.35	1208555101 5850	Fee Based Childcare Admin / Admission Fees
L22R2138	SAN, MAKOTHNIMITH	298.99	298.99	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
L22R2139	LUU, CHANJIRA	14.98	14.98	0152258749 5885	Personnel Commission Discret / Classified Employees
L22R2140	DUQUE, YASMIN	7.12	7.12	0152258749 5885	Personnel Commission Discret / Classified Employees
L22R2141	LUU, CHANJIRA	11.01	11.01	0152258749 5885	Personnel Commission Discret / Classified Employees
L22R2142	HERNANDEZ, MARISOL	29.85	29.85	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R2143	STIPE, CATHERINE	198.64	198.64	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R2144	SOLTERO-RUIZ, DR ERLINDA	329.00	329.00	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
L22R2145	PADILLA, PAT	23.25	23.25	0152657719 4350	Superintendent Discret / Materials and Supplies Office
L22R2146	MOMINEE, SEAN	122.85	122.85	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 06/01/2018 TO 06/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22R2147	NGUYEN, DAVE	831.96	831.96	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
L22R2148	BOTTALICO, SUE	200.00	200.00	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
L22R2149	BACHER, DENISE	108.30	108.30	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Instr
L22R2150	MIGLIORINI, JENILEE	101.75	101.75	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
L22R2151	KHAN, ARSHIYA	212.99	212.99	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies Instr
L22R2152	ASCARI, PATRICIA	42.19	42.19	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
L22R2153	SEIBERT, SANDRA	55.44	55.44	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R2154	LEE, LAUREN	52.51	52.51	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R2155	MOSLEY, CLINTON	64.63	64.63	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R2156	SOK-HUYNH, DEVI	272.56	272.56	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R2157	MARTINEZ, MICHAEL	36.40	36.40	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R2158	KRAUSE, VERONICA	127.04	127.04	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R2159	RYAN, THERESA	21.54	21.54	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
L22R2160	SOK-HUYNH, DEVI	21.04	21.04	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
L22R2161	KNOWLEDGE SAVES LIVES INC	16,485.00	16,485.00	8152451741 5800	Property and Liability / Other Contracted Services
L22R2162	SECURE SITE SOLUTIONS INC	380.00	380.00	8152451741 5640	Property and Liability / Repairs by Vendors
L22R2163	JOHNNY'S ANIMALAND	2,295.00	2,295.00	0111622101 4310	Donation Instr Pacific Drive / Materials and Supplies Instr
L22R2164	VALENZUELA, NATALIE	179.73	179.73	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies Instr
L22R2165	MACHADO, LESLEY	74.26	74.26	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies Instr
L22R2166	JIMENEZ, LINDA	498.63	498.63	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
L22R2167	FULLERTON AQUATICS SPORTS TEAM	193.95	193.95	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
L22R2168	CONTEMPORARY SERVICES	479.00	479.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R2169	RAY, KELLY	174.80	174.80	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies Instr
L22R2170	TALBOT, KELLY	1,063.57	1,063.57	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 06/01/2018 TO 06/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22R2171	STAVA, KYLE	60.78	60.78	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22R2172	SANCHEZ, VANESSA	51.39	51.39	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
L22R2173	CATTERN, KELLY	266.90	266.90	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
L22R2174	COLLEGE BOARD	2,847.00	2,847.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
L22R2175	OC UNITED TOGETHER	4,897.94	4,897.94	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
L22R2176	HERNANDEZ, EVELIN	79.76	79.76	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R2177	THOMAS, CARIE	886.63	886.63	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
L22R2178	BEST BEST AND KRIEGER LLP	2,895.60	2,895.60	0151055339 5825	Child Welfare and AttendanceDC / Legal Assistance
L22R2179	PLATON, ANGELA	733.95	733.95	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
L22R2180	CENTENO, CRISTINA	138.09	138.09	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22R2181	WOLF, ROCHELLE	300.46	300.46	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
L22R2182	ALCARAZ, NATALIE	40.89	40.89	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
L22R2183	MARTINEZ, MICHAEL	223.12	223.12	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
L22R2184	KONRAD, JOHN	80.31	80.31	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
L22R2185	MOMENTUM IN TEACHING LLC	3,400.00	3,400.00	0121222101 5805	Title I Pacific Drive Instr / Consultants
L22R2186	SCARFF, SUSAN	202.00	202.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
L22R2187	MCDOUGALL, EMILY	993.63	816.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
			177.63	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
L22R2188	WHITTIER AREA COOPERATIVE	2,031.84	2,031.84	0171054921 7141	Excess Costs / Excess Cost to Districts
L22R2189	KBI AND ASSOCIATES	4,256.42	986.10	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
			3,270.32	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
L22R2190	KIDSPACE CHILDREN'S MUSEUM	700.00	700.00	0100000000 9330	Unrestricted / Prepaid Expenditures
L22T0033	UPLAND SOUND SHOP	2,590.00	590.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			2,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
L22V0270	B AND M LAWN GARDEN	548.45	548.45	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 06/01/2018 TO 06/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22V0272	GEARY PACIFIC SUPPLY	4,767.94	4,767.94	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
L22V0273	GRAINGER INC, WW	827.95	827.95	0153353819 6410	Plant Maintenance DC / New Equip Less Than \$10,000
L22X0412	CORREA, VANESA AND EDUARDO	1,100.00	1,100.00	0142054201 5828	Special Ed Administration / Special Education Settlements
	Fund 01 Total:	411,257.51			
	Fund 12 Total:	2,417.74			
	Fund 25 Total:	1,478.10			
	Fund 81 Total:	16,865.00			
	Total Amount of Purchase Orders:	432,018.35			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 07/24/2018

FROM 06/01/2018 TO 06/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22M0083	ARCHITECTURE 9 PLLLP	83,420.00	+44,920.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0164	ARCHITECTURE 9 PLLLP	29,190.00	+13,790.00	0153353859 5805	Maintenance Facilities DC / Consultants
L22M0263	ORANGE COUNTY FIRE PROTECTION	10,590.00	+650.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
L22R2049	CDW.G	82.50	-67.01	0160690371 4350	Food Services / Materials and Supplies Office
L22V0244	CULVER NEWLIN INC	12,085.78	-387.68	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
L22X0200	GARZA, SAMUEL R.	11,800.00	+2,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0242	ORANGE CNTY DEPARTMENT OF EDUC	120,082.76	+20,082.76	0171054921 7142	Excess Costs / Excess Cost to County Office
L22X0276	FULLERTON, CITY OF	304,137.00	+29,187.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
L22X0289	BEST BEST AND KRIEGER LLP	255,000.00	-75,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
L22X0305	ALLIED INTERPRETING SERVICES I	9,800.00	+2,800.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
L22X0358	LET'S TALK ABOUT IT	3,000.00	+1,800.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
L22X0393	ORR, THERESA	3,000.00	+600.00	0141655101 5805	Fine Arts Donations Instr / Consultants
L22X0397	ANDERSON, VERONICA	2,190.00	+240.00	0141655101 5805	Fine Arts Donations Instr / Consultants
L22Y0040	PINNACLE PETROLEUM INC	101,019.00	+26,019.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
Fund 01 Total:			66,634.07		
Total Amount of Change Orders:			66,634.07		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/24/2018

FROM 06/01/2018 TO 06/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L22D0694	SCHOOL OUTFITTERS		2,354.15	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies
		2,354.15			
L22D0705	ROCHESTER 100 INC		1,267.14	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
		1,267.14			
L22M0215	CHARLES G HARDY INC		1,398.34	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
		1,398.34			
L22M0302	MCM ELECTRONICS		750.36	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
		750.36			
L22R1848	NO EXCUSES UNIVERSITY		1,401.08	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies
		1,401.08			
L22R2052	FINTIE LLC		2,583.85	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
		2,583.85			
L22R2067	POWTOON LTD		1,344.00	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
		1,344.00			
L22V0038	HALDEMAN INC		754.25	0154253829 6450	Custodial Discretionary / Repl Equip Less Than \$10,000
		754.25			
L22V0259	CULVER NEWLIN INC		2,632.56	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
		2,632.56			
L22V0262	LIBRARY STORE, THE		4,614.56	0111913101 6410	Phelps Grant Fern Drive / New Equip Less Than \$10,000
			700.22	0130413109 6410	LCFF Base Instruction Fern Dr / New Equip Less Than
		5,314.78			
L22V0271	MONTGOMERY HARDWARE		935.71	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than
		935.71			
	Fund 01 Total:		20,736.22		
	Total Amount of Purchase Orders:		20,736.22		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

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M22B0001	MCGRAW HILL EDUCATION INC	174,839.68	174,839.68	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
M22C0001	CALIFORNIANS DEDICATED TO EDUC	2,520.00	2,520.00	1208255101 5210	Child Developmnt Instr Central / Conferences and Meetings
M22C0002	CALIFORNIA CHILD DEVELOPMENT	810.00	810.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
M22C0003	CRISIS PREVENTION INSTITUTE IN	879.00	879.00	0150454391 5210	Sp Ed Mental Hlth Guidance / Conferences and Meetings
M22C0004	CALIFORNIA ASSOCIATION FOR GIF	1,925.00	1,925.00	0111555103 5210	Gifted and Talented Education / Conferences and Meetings
M22D0003	FRECKLE EDUCATION INC	2,500.00	2,500.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22D0004	FRIENDS OF JAZZ INC	1,800.00	1,800.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
M22D0005	PEACEFUL PLAYGROUNDS INC	1,450.00	1,450.00	0111915101 4310	Phelps Grant Golden Hill / Materials and Supplies Instr
M22D0006	COASTAL PUBLISHING GROUP INC	1,010.43	1,010.43	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
M22D0007	ROCHESTER 100 INC	1,267.14	1,267.14	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22D0008	SIMPLE SOLUTIONS	10,928.68	10,928.68	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22D0009	SIMPLE SOLUTIONS	2,025.29	2,025.29	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22D0010	ROCHESTER 100 INC	1,163.70	1,163.70	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22D0011	COMPLETE BUSINESS SYSTEMS	2,005.23	2,005.23	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22D0012	COMPLETE BUSINESS SYSTEMS	1,102.28	1,102.28	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22D0013	ROBOT MESH	1,530.99	277.96	0130423279 4350	LCFF Base Admin Parks Jr High / Materials and Supplies
			1,253.03	0130423279 6410	LCFF Base Admin Parks Jr High / New Equip Less Than
M22D0014	EDGEWOOD PRESS INC	504.27	504.27	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
M22D0015	PREMIER SCHOOL AGENDA	2,120.62	2,120.62	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22D0016	BADEN SPORTS INC.	58.86	58.86	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
M22D0017	US GAMES	178.72	178.72	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
M22D0018	OFFICE DEPOT BUSINESS SERVICE	14.35	14.35	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
M22D0019	GOPHER SPORT	4,547.36	4,547.36	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
M22D0020	PREMIER SCHOOL AGENDA	1,136.34	1,136.34	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

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M22D0021	PREMIER SCHOOL AGENDA	283.59	283.59	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
M22D0022	SCHOOL DATEBOOKS INC	3,430.89	3,430.89	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22D0023	COOLE SCHOOL INC	969.37	969.37	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22D0024	WONDER WORKSHOP	387.86	387.86	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
M22D0025	CURRICULUM ASSOCIATES LLC	833.52	833.52	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22E0001	DUQUE, YASMIN	5.09	5.09	0152258749 5885	Personnel Commission Discret / Classified Employees
M22M0001	FULLERTON, CITY OF	129,930.00	129,930.00	0154753849 5899	Grounds Discretionary / Other Expenses
M22M0002	AMERICAN MODULAR SYSTEMS INC	298,916.00	99,638.66	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
			99,638.67	2567150851 6200	Facilities / Buildings and Improve of Build
			99,638.67	2567150859 6200	Facilities Improvement Central / Buildings and Improve of
M22M0003	MULCH MASTER	88,272.03	88,272.03	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
M22M0004	ACT SYSTEMS	525.00	525.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
M22M0005	ORANGE COUNTY PUBLIC SAFETY	32,400.00	32,400.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
M22M0006	ASTRO PAINTING COMPANY INC	80,550.00	80,550.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0007	ASTRO PAINTING COMPANY INC	49,000.00	8,100.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
			40,900.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0008	HOHBACK-LEWIN INC	2,400.00	2,400.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0009	HOHBACK-LEWIN INC	2,400.00	2,400.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0010	CALIFORNIA STEEPLEJACK	7,175.40	7,175.40	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0011	INK 378	13,000.00	13,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0012	HAULAWAY STORAGE CONTAINERS IN	297.60	297.60	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0013	KYA SERVICES LLC	74,878.43	74,878.43	2567119859 6100	Facilities Improvement Maple / Sites and Site
M22M0014	ZIEMBA AND PRIETO ARCHITECTS	4,711.85	4,711.85	2567119859 5805	Facilities Improvement Maple / Consultants
M22M0015	COMMERCIAL ROOFING SYSTEMS INC	19,784.00	19,784.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0016	DBMC INC	213,432.00	213,432.00	2567117859 6200	Facilities Improvement Ladera / Buildings and Improve of

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22M0017	A 1 FENCE COMPANY	925,408.00	186,391.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
			90,000.00	2567150851 6100	Facilities / Sites and Site Improvements
			464,168.00	4064650857 6100	Redevelop Pass Thru Admin Rest / Sites and Site
			184,849.00	4067150851 6100	Facilities / Sites and Site Improvements
M22M0018	ATKINSON ANDELSON LOYA RUDD RO	1,500.00	1,500.00	0153353819 5825	Plant Maintenance DC / Legal Assistance
M22M0019	PROJECT SUPPORT SERVICES INC	52,454.13	52,454.13	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0020	WEATHERPROOFING TECHNOLOGIES I	8,490.00	8,490.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0021	WEATHERPROOFING TECHNOLOGIES I	9,980.00	9,980.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0022	OMB ELECTRICAL ENGINEERS	2,812.50	928.13	0153353859 5899	Maintenance Facilities DC / Other Expenses
			928.12	2567150819 5899	/ Other Expenses
			956.25	2567150859 5899	Facilities Improvement Central / Other Expenses
M22M0023	ARCHITECTURE 9 PLLLP	9,550.00	3,247.00	0153353859 5805	Maintenance Facilities DC / Consultants
			3,151.50	2567150851 5805	Facilities / Consultants
			3,151.50	2567150859 5805	Facilities Improvement Central / Consultants
M22M0024	ARCHITECTURE 9 PLLLP	4,400.00	4,400.00	4067150851 6200	Facilities / Buildings and Improve of Build
M22M0025	PMC CONCRETE CONTRACTORS INC	17,440.00	17,440.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0026	PROFESSIONAL TURF SPECIALTIES	28,140.00	28,140.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0027	PROFESSIONAL TURF SPECIALTIES	34,840.00	34,840.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0028	ACOUSTICAL MATERIAL SERVICES	2,657.98	2,657.98	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
M22M0029	CHARLES G HARDY INC	5,002.63	5,002.63	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
M22M0030	MIRACLE RECREATION EQUIPMENT C	563.71	563.71	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0031	PROGRESSIVE SURFACING	3,900.00	3,900.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0032	PROGRESSIVE SURFACING	3,900.00	3,900.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0033	KYA SERVICES LLC	49,872.00	49,872.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0034	KYA SERVICES LLC	35,904.00	35,904.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22M0035	KYA SERVICES LLC	161,848.74	161,848.74	2567119859 6100	Facilities Improvement Maple / Sites and Site
M22M0036	ARCHITECTURE 9 PLLLP	7,048.70	7,048.70	2567117859 5805	Facilities Improvement Ladera / Consultants
M22M0037	ARCHITECTURE 9 PLLLP	4,400.00	4,400.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0039	OMB ELECTRICAL ENGINEERS	1,025.00	1,025.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0041	OMB ELECTRICAL ENGINEERS	1,025.00	1,025.00	2567117859 5805	Facilities Improvement Ladera / Consultants
M22M0042	ARCHITECTURE 9 PLLLP	6,400.00	3,200.00	2567150851 6100	Facilities / Sites and Site Improvements
			3,200.00	4064650857 6100	Redevelop Pass Thru Admin Rest / Sites and Site
M22M0043	DESIGN WORKS, THE	1,000.00	1,000.00	2567117859 5805	Facilities Improvement Ladera / Consultants
M22M0044	EDUCATION PRODUCTS AND SERVICE	33,354.28	33,354.28	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0045	COALITION ADEQUATE SCHOOL HOUS	1,028.00	1,028.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
M22M0046	KYA SERVICES LLC	168,576.88	168,576.88	2568150859 6100	Amerige Hts New Dev Facilities / Sites and Site
M22M0047	USA SHADE AND FABRIC STRUCTURE	9,875.25	9,875.25	2567150851 6200	Facilities / Buildings and Improve of Build
M22R0001	CAPITAL ONE PUBLIC FUNDING	506,600.00	141,600.00	0172050911 7438	Debt Service / Debt Service Interest
			365,000.00	0172050911 7439	Debt Service / Debt Service Principle
M22R0002	CALIF MUNICIPAL STATISTICS INC	350.00	350.00	0153050799 5805	Business Administration DC / Consultants
M22R0014	NEW MANAGEMENT INC	533.36	533.36	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
M22R0015	PBIS REWARDS	1,552.50	1,552.50	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
M22R0016	DICK BLICK ART MATERIALS	148.95	148.95	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22R0017	CDW.G	320.02	320.02	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22R0018	SEESAW	3,500.00	3,500.00	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
M22R0019	DOCUMENT TRACKING SERVICES LLC	4,840.00	4,840.00	0130252101 4310	LCFF Suppl Instr District / Materials and Supplies Instr
M22R0020	SCHOLASTIC READING CLUB	492.67	492.67	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22R0021	CULVER NEWLIN INC	14,618.67	14,618.67	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22R0022	MISSION SAN JUAN CAPISTRANO	1,692.00	1,692.00	0111610101 5850	Donation Instr Acacia / Admission Fees

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0023	CALIFORNIA CHILD DEVELOPMENT	750.00	750.00	1231019101 5310	Preschool Instruction / Dues and Memberships
M22R0024	MIND INSTITUTE	3,499.00	3,499.00	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22R0025	BRAINPOP LLC	2,695.00	2,695.00	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
M22R0026	NEWSELA INC	4,000.00	4,000.00	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
M22R0027	OFFICE DEPOT BUSINESS SERVICE	689.58	689.58	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
M22R0028	SCHOOL SPECIALTY	115.27	115.27	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
M22R0029	MAKERBOT INDUSTRIES LLC	506.33	506.33	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0030	COMPLETE BUSINESS SYSTEMS	1,580.00	1,580.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R0031	ISITE SOFTWARE INC	1,949.66	1,949.66	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
M22R0032	HEAR AND C	1,680.00	1,680.00	0151354341 5800	Health Services / Other Contracted Services
M22R0033	SCHOLASTIC MAGAZINES	2,150.16	2,150.16	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
M22R0034	S&S WORLDWIDE INC	221.89	221.89	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0035	DISCOUNT SCHOOL SUPPLY	216.93	216.93	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0036	FRIENDS OF THE FULLERTON ARBOR	450.00	450.00	1231019271 4350	Preschool Administration / Materials and Supplies Office
M22R0037	CHALK SPINNER LLC	160.55	160.55	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0038	DISCOUNT SCHOOL SUPPLY	374.12	374.12	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0039	DISCOUNT SCHOOL SUPPLY	147.26	147.26	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0040	PEARSON EDUCATION INC	996.99	996.99	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0041	SCHOLASTIC MAGAZINES	1,844.77	1,844.77	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R0042	SPRING FIELD BANQUET & CONFERE	4,068.64	4,068.64	0152657719 4350	Superintendent Discret / Materials and Supplies Office
M22R0043	VANTAGE LEARNING USA LLC	63,000.00	63,000.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
M22R0044	SCHOOL HEALTH CORPORATION	98.46	98.46	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0045	AMF BOWLING CENTERS	740.35	740.35	1208555101 5850	Fee Based Childcare Admin / Admission Fees
M22R0046	PUT IN CUPS	29.40	29.40	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0047	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0048	SOCIETY FOR HUMAN RESOURCE MAN	199.00	199.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
M22R0049	PERSONNEL COMMISSIONERS ASSOCI	40.00	40.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
M22R0050	INTERNATIONAL PERSONNEL MGMNT	397.00	397.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
M22R0051	CALIFORNIA SCHOOL PERSONNEL	800.00	800.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
M22R0052	ASSOC OF CA SCHOOL ADMINISTRAT	2,000.00	2,000.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
M22R0053	PERSONNEL TESTING COUNCIL	80.00	80.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
M22R0054	RENAISSANCE LEARNING INC	4,677.50	4,677.50	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
M22R0055	CURRICULUM ASSOCIATES LLC	17,109.85	17,109.85	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
M22R0056	OC UNITED TOGETHER	370.00	370.00	0121224101 5805	Title I Raymond Instruction / Consultants
M22R0057	CALIFORNIA LEAGUE OF MIDDLE SC	295.00	295.00	0130417109 5310	LCFF Base Instr Ladera Vista / Dues and Memberships
M22R0058	RENAISSANCE LEARNING INC	9,844.00	9,844.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22R0059	PBIS REWARDS	1,725.00	1,725.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0060	CULVER NEWLIN INC	20,193.43	20,193.43	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
M22R0061	ART SCHOOLS NETWORK	375.00	375.00	0130417109 5210	LCFF Base Instr Ladera Vista / Conferences and Meetings
M22R0062	IRVINE RANCH OUTDOOR EDUCATION	1,000.00	1,000.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R0063	TIME FOR KIDS MAGAZINE	905.80	905.80	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R0064	SCHOLASTIC BOOK FAIRS	1,888.70	1,888.70	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R0065	GOPHER SPORT	1,240.42	1,240.42	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R0066	CULVER NEWLIN INC	681.67	681.67	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22R0067	WINSOR LEARNING INC	5,500.00	5,500.00	0142054201 5800	Special Ed Administration / Other Contracted Services
M22R0068	N2Y	9,029.25	9,029.25	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
M22R0069	PBIS REWARDS	1,473.75	1,473.75	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
M22R0070	TEACHER DIRECT	1,349.21	1,349.21	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0071	LERNING CARPET-TLC LLC, THE	459.02	459.02	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22R0072	PBIS REWARDS	1,585.00	1,585.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R0073	RILEY'S FARM	1,840.92	1,840.92	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22R0074	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
M22R0075	INTL BACCALAUREATE NORTH AMERI	10,050.00	10,050.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
M22R0076	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130417109 5210	LCFF Base Instr Ladera Vista / Conferences and Meetings
M22R0077	POWERSCHOOL GROUP LLC	34,160.00	34,160.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
M22R0078	RENAISSANCE LEARNING INC	6,121.25	6,121.25	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R0079	LAKESHORE LEARNING	160.37	160.37	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R0080	OCEAN INSTITUTE	2,610.00	2,610.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R0081	NO EXCUSES UNIVERSITY	1,401.08	1,401.08	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0082	SPELLINGCITY.COM INC	526.50	526.50	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R0083	SCHOOL HEALTH CORPORATION	461.73	461.73	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0084	DISPLAYS2GO	381.90	381.90	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0085	DIDAX	265.86	265.86	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
M22R0086	IRVINE RANCH OUTDOOR EDUCATION	34,100.00	34,100.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22R0087	ROCHESTER 100 INC	612.02	612.02	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22R0088	MIND INSTITUTE	3,499.00	3,499.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0089	RUG-ED PRODUCTS INC	49,996.00	49,996.00	0138455249 4310	Ed Services Media / Materials and Supplies Instr
M22R0090	DELTA EDUCATION	26,705.40	26,705.40	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
M22R0091	LEARNING A TO Z	439.80	439.80	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22R0092	EAGLE COMMUNICATIONS	2,402.10	2,402.10	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
M22R0093	SCHOLASTIC MAGAZINES	760.38	760.38	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
M22R0094	SCHOLASTIC MAGAZINES	408.00	408.00	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0095	NEWSELA INC	9,185.00	9,185.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22R0096	STUDIES WEEKLY INC	2,703.66	2,703.66	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
M22R0097	MPS	7,934.27	7,934.27	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0098	DELTA EDUCATION	4,258.13	4,258.13	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
M22R0099	SCHOLASTIC MAGAZINES	3,672.55	3,672.55	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22R0100	MARKERBOARD PEOPLE, THE	67.12	67.12	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0101	STERLING HEALTH SERVICES INC	18,681.00	2,250.00	0110023101 3401	Instruction Parks PR / Health Insurance Certificated
			2,838.00	0112254101 3401	Special Day Class MM Instr / Health Insurance Certificated
			2,838.00	0114154101 3401	Designated Instr Serv Severe / Health Insurance Certificated
			2,015.00	0114154321 3431	Desig Instr Serv Severe Psych / Health Insurance Cert
			1,000.00	0121252101 3401	Title I District Instruction / Health Insurance Certificated
			226.00	0121752101 3401	Teacher Quality Instruction / Health Insurance Certificated
			1,274.00	0130252101 3401	LCFF Suppl Instr District / Health Insurance Certificated
			2,015.00	0151154321 3431	Psychological Services / Health Insurance Cert Mgmt
			1,225.00	0153050799 5899	Business Administration DC / Other Expenses
			3,000.00	0161050721 3700	Other Benefits / Retiree Benefits
M22R0102	EAGLE COMMUNICATIONS	300.26	300.26	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R0103	BEYOND SCREEN LIMITED	53,883.35	53,883.35	0138455249 4310	Ed Services Media / Materials and Supplies Instr
M22R0104	KIDCARPET.COM	1,939.45	1,939.45	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
M22R0105	DAVIS PUBLICATIONS INC	2,165.76	2,165.76	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
M22R0106	HEINEMANN PUBLISHING	6,264.21	2,067.19	0130213101 6410	LCFF Supplemental Instr Fern / New Equip Less Than
			2,067.19	0130413109 6410	LCFF Base Instruction Fern Dr / New Equip Less Than
			2,129.83	0181213101 6410	Instr Mat Lottery Fern Instruc / New Equip Less Than
M22R0107	SIS RESOURCES	720.00	720.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
M22R0108	POWERSCHOOL GROUP LLC	148,196.00	148,196.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
M22R0109	CLASSLINK INC	30,500.00	30,500.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
M22R0110	THRIVELY	20,000.00	20,000.00	0140955107 5805	Info Systems iPersonalize Inst / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0111	POWERSCHOOL GROUP LLC	8,487.20	8,487.20	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
M22R0112	APPLE COMPUTER INC	481.64	481.64	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22R0113	APPLE COMPUTER INC	327.17	327.17	0130423279 4310	LCFF Base Admin Parks Jr High / Materials and Supplies
M22R0114	APPLE COMPUTER INC	327.17	327.17	0130423279 4310	LCFF Base Admin Parks Jr High / Materials and Supplies
M22R0115	CUMMINS ALLISON CORPORATION	260.67	27.93	0153050799 4350	Business Administration DC / Materials and Supplies
			232.74	0153050799 5630	Business Administration DC / Rents and Leases
M22R0116	INFORMED K12	3,600.00	3,600.00	0153050799 5899	Business Administration DC / Other Expenses
M22R0117	NEOPOST INC.	922.50	922.50	0152950729 5899	Districtwide Expenditures / Other Expenses
M22R0118	NEOPOST INC.	441.78	441.78	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
M22R0119	ORANGE CNTY DEPARTMENT OF EDUC	78,511.00	78,511.00	0153050799 5810	Business Administration DC / Data Processing Services
M22R0120	SMARTETOOLS INC	36,000.00	36,000.00	0153050799 5810	Business Administration DC / Data Processing Services
M22R0121	STATE WATER RESOURCES CONTROL	1,900.00	1,900.00	0154653821 5504	Utilities / Utilities Water
M22R0122	CALIFORNIA SCHOOL BOARDS ASSOC	3,700.00	925.00	0152055779 5310	Education Services Discret / Dues and Memberships
			925.00	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			925.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			925.00	0153750799 5310	Business Administration DC / Dues and Memberships
M22R0123	APPLE COMPUTER INC	13,525.75	13,525.75	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R0124	AREY JONES EDUCATIONAL SOLUTIO	616.02	616.02	0160690371 4350	Food Services / Materials and Supplies Office
M22R0125	GOPHER SPORT	3,262.67	3,262.67	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
M22R0126	CURRICULUM ASSOCIATES LLC	16,945.69	16,945.69	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
M22R0127	LEARNING A TO Z	5,773.75	5,773.75	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22R0128	BRAINPOP LLC	3,090.00	3,090.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0129	VOCABULARY.COM	1,400.00	1,400.00	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
M22R0130	PBIS REWARDS	2,127.50	2,127.50	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
M22R0131	STUDIES WEEKLY INC	890.23	890.23	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0132	NATIONWIDE INDUSTRIAL SUPPLY L	1,890.63	1,890.63	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R0133	SCHUMACHER, MARK	3,000.00	3,000.00	0153957729 5805	Management Support Discr / Consultants
M22R0134	ART SUPPLY WAREHOUSE	3,226.04	3,226.04	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
M22R0135	ART SUPPLY WAREHOUSE	4,306.87	4,306.87	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
M22R0136	ART SUPPLY WAREHOUSE	1,901.83	1,901.83	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R0137	CULVER NEWLIN INC	395.98	395.98	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R0138	APPLE COMPUTER INC	1,240.12	1,240.12	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
M22R0139	EDLIO LLC	31,486.16	31,486.16	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
M22R0140	K5 LLC	15,000.00	15,000.00	0140955107 5805	Info Systems iPersonalize Inst / Consultants
M22R0141	FILEMAKER INC	3,663.00	3,663.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R0142	ADVANCED TECHNOLOGIES INC.	80,775.00	80,775.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22R0143	COMPANION CORPORATION	32,445.00	32,445.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
M22R0144	CULVER NEWLIN INC	387.68	387.68	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
M22R0145	AMAZON.COM	233.50	233.50	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
M22R0146	AMAZON.COM	232.55	232.55	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
M22R0147	AMAZON.COM	89.88	89.88	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
M22R0148	AMAZON.COM	317.65	317.65	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
M22R0149	AMAZON.COM	916.55	916.55	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0150	AMAZON.COM	761.26	761.26	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0151	JAM FIRE PROTECTION INC	5,902.00	5,902.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22R0152	AMAZON.COM	282.34	282.34	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0153	AMAZON.COM	1,113.66	1,113.66	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22R0154	AMAZON.COM	378.60	378.60	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
M22R0155	AMAZON.COM	96.63	96.63	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0156	AMAZON.COM	297.69	297.69	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22R0157	AMAZON.COM	1,040.67	1,040.67	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0158	AMAZON.COM	691.54	691.54	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0159	AMAZON.COM	494.28	494.28	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22V0001	CULVER NEWLIN INC	13,451.10	6,488.51 6,962.59	0153353859 4310 0153353859 6410	Maintenance Facilities DC / Materials and Supplies Instr Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0002	CULVER NEWLIN INC	18,164.93	5,080.94 13,083.99	0153353859 4310 0153353859 6410	Maintenance Facilities DC / Materials and Supplies Instr Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0003	CULVER NEWLIN INC	27,034.85	21,880.54 5,154.31	2567117859 4310 2567117859 6410	Facilities Improvement Ladera / Materials and Supplies Facilities Improvement Ladera / New Equip Less Than
M22V0004	CULVER NEWLIN INC	5,851.37	2,324.18 3,527.19	0130419109 4310 0130419109 6410	LCFF Base Instruction Maple / Materials and Supplies Instr LCFF Base Instruction Maple / New Equip Less Than
M22V0005	LIBRARY STORE, THE	5,141.52	5,141.52	0111913101 6410	Phelps Grant Fern Drive / New Equip Less Than \$10,000
M22V0006	SCHOOL NURSE SUPPLY INC	1,107.67	1,107.67	0125554341 6410	LEA Medi Cal Reimb Health Svcs / New Equip Less Than
M22V0007	CULVER NEWLIN INC	17,759.35	6,444.80 11,314.55	0109411102 4310 0109411102 6410	Foundation Instr Beechwood / Materials and Supplies Instr Foundation Instr Beechwood / New Equip Less Than
M22V0008	CULVER NEWLIN INC	3,722.23	251.06 3,471.17	0130426109 4310 0130426109 6410	LCFF Base Instr Rolling Hills / Materials and Supplies Instr LCFF Base Instr Rolling Hills / New Equip Less Than
M22V0009	KYA SERVICES LLC	98,322.05	10,180.92 16,983.92 71,157.21	0140955249 4350 0140955249 6410 0140955859 6200	Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / New Equip Less Than Information Systems Facilities / Buildings and Improve of
M22V0010	CDW.G	5,747.92	4,002.38 1,745.54	0130219101 6410 0130419109 4310	LCFF Supplemental Instr Maple / New Equip Less Than LCFF Base Instruction Maple / Materials and Supplies Instr
M22V0011	APPLE COMPUTER INC	243,862.98	95,035.50 19,187.91 129,639.57	0138455249 4310 0138455249 4350 0138455249 6410	Ed Services Media / Materials and Supplies Instr Ed Services Media / Materials and Supplies Office Ed Services Media / New Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22V0012	APPLE COMPUTER INC	4,824.61	495.00	0140155239 4310	Curriculum Development Discret / Materials and Supplies
			4,329.61	0140155239 6410	Curriculum Development Discret / New Equip Less Than
M22V0013	APPLE COMPUTER INC	3,065.42	1,532.71	0130213101 6410	LCFF Supplemental Instr Fern / New Equip Less Than
			1,532.71	0130413109 6410	LCFF Base Instruction Fern Dr / New Equip Less Than
M22V0014	APPLE COMPUTER INC	4,457.25	398.00	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Office
			4,059.25	0130252271 6410	LCFF Suppl Admin District / New Equip Less Than
M22V0015	APPLE COMPUTER INC	1,477.81	211.19	0152055779 4350	Education Services Discret / Materials and Supplies Office
			1,266.62	0152055779 6410	Education Services Discret / New Equip Less Than \$10,000
M22V0016	APPLE COMPUTER INC	5,867.02	357.00	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
			5,510.02	0130419109 6410	LCFF Base Instruction Maple / New Equip Less Than
M22V0017	RADIO ENGINEERING INDUSTRIES I	86,100.20	-1,247.34	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			87,347.54	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
M22V0018	ELITE MODULAR LEASING AND SALE	206,698.00	206,698.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22V0019	ELITE MODULAR LEASING AND SALE	190,480.00	190,480.00	2567117859 6200	Facilities Improvement Ladera / Buildings and Improve of
M22V0020	GST INC	7,135.45	1,690.67	0153353859 4310	Maintenance Facilities DC / Materials and Supplies Instr
			1,877.06	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
			1,690.66	2567117859 4310	Facilities Improvement Ladera / Materials and Supplies
			1,877.06	2567117859 6410	Facilities Improvement Ladera / New Equip Less Than
M22V0021	DATA MANAGEMENT INC	5,043.77	2,620.47	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			2,423.30	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
M22X0001	FULLERTON, CITY OF	31,460.13	31,460.13	2567150911 7439	Facil Impr Debt Service Maple / Debt Service Principle
M22X0002	DECISIONINSIGHT LLC	16,125.00	16,125.00	2567150859 5805	Facilities Improvement Central / Consultants
M22X0003	US BANK	6,000.00	6,000.00	4067750851 5805	CC Facilities / Consultants
M22X0004	NIGRO AND NIGRO PC	1,500.00	1,500.00	0153050799 5805	Business Administration DC / Consultants
M22X0005	DEMSEY FILLIGER AND ASSOCIATES	5,500.00	5,500.00	0153050799 5805	Business Administration DC / Consultants
M22X0006	SOUTHWEST SCHOOL AND OFFICE SU	12,000.00	12,000.00	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0007	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	10,000.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22X0008	SOUTHWEST SCHOOL AND OFFICE SU	700.00	700.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22X0009	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	3,500.00	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
M22X0010	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	3,000.00	0130252221 4350	LCFF Suppl StaffDev Distr Disc / Materials and Supplies
M22X0011	SOUTHWEST SCHOOL AND OFFICE SU	17,000.00	1,500.00 15,500.00	0111615101 4310 0130415109 4310	Donation Instruct Golden Hill / Materials and Supplies Instr LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22X0012	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	4,000.00	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Instr
M22X0013	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	10,000.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22X0016	SOUTHWEST SCHOOL AND OFFICE SU	30,000.00	25,000.00 5,000.00	0121224101 4310 0130424109 4310	Title I Raymond Instruction / Materials and Supplies Instr LCFF Base Instruction Raymond / Materials and Supplies
M22X0017	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	15,000.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22X0018	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	5,000.00 10,000.00	0130211101 4310 0130411109 4310	LCFF Supplemental Instr BW / Materials and Supplies Instr LCFF Base Instr Beechwood / Materials and Supplies Instr
M22X0019	SOUTHWEST SCHOOL AND OFFICE SU	17,000.00	17,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22X0020	COSTCO WHOLESALE	1,000.00	1,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
M22X0021	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
M22X0022	KAMSTRA PIANO TUNING LLC	300.00	300.00	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22X0023	LITERACY PARTNERS LLC	30,000.00	30,000.00	0121219101 5805	Title I Maple Instruction / Consultants
M22X0024	EDUCATIONAL TESTING SERVICE	4,000.00	4,000.00	0150855359 5810	District Testing / Data Processing Services
M22X0025	DEELITE DISTRIBUTION	2,500.00	2,500.00	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
M22X0026	COSTCO WHOLESALE	1,000.00	1,000.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22X0027	STAPLES 0025724519	1,000.00	1,000.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22X0028	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22X0029	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22X0030	COSTCO WHOLESALE	1,500.00	1,500.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0031	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
M22X0032	SOUTHWEST SCHOOL AND OFFICE SU	25,000.00	25,000.00	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
M22X0033	SOUTHWEST SCHOOL AND OFFICE SU	25,000.00	8,000.00 17,000.00	0130226101 4310 0130426109 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr LCFF Base Instr Rolling Hills / Materials and Supplies Instr
M22X0034	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22X0035	HOME DEPOT, THE	2,000.00	2,000.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22X0036	DEELITE DISTRIBUTION	1,000.00	1,000.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22X0037	PEPPER MUSIC, J W	400.00	400.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22X0038	SCHORR METALS INC.	500.00	500.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22X0039	STATER BROS	1,000.00	1,000.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22X0040	SOUTHWEST SCHOOL AND OFFICE SU	33,000.00	33,000.00	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22X0041	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	10,000.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22X0042	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
M22X0043	SOUTHWEST SCHOOL AND OFFICE SU	16,000.00	8,000.00 8,000.00	0130217101 4310 0130417109 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22X0044	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	4,000.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
M22X0045	OFFICE DEPOT BUSINESS SERVICE	1,000.00	1,000.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22X0046	VERIZON WIRELESS	21,000.00	21,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
M22X0047	VERIZON WIRELESS	2,000.00	2,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
M22X0048	SOUTHWEST SCHOOL AND OFFICE SU	5,000.00	5,000.00	0130416109 4310	LCFF Base Instr Hermosa Drive / Materials and Supplies
M22X0049	SMART AND FINAL STORES CORPORA	300.00	300.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22X0050	HOME DEPOT, THE	300.00	300.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22X0051	COSTCO WHOLESALE	150.00	150.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22X0052	DEELITE DISTRIBUTION	300.00	300.00	0111612171 4310	Donation Field Trip Commonwlth / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0053	STAPLES 0025724519	500.00	500.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
M22X0054	BUENA PARK PLAQUE AND TROPHY	600.00	600.00	0152258749 5895	Personnel Commission Discret / Service Awards
M22X0055	OCCUPATIONAL HEALTH CENTERS OF	15,000.00	15,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
M22X0056	STATE OF CALIFORNIA	17,000.00	17,000.00	0152258749 5880	Personnel Commission Discret / Fingerprinting
M22X0057	CDT INC	2,200.00	2,200.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
M22X0058	SHAW HR CONSULTING INC	3,000.00	3,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
M22X0059	ATKINSON ANDELSON LOYA RUDD RO	10,000.00	10,000.00	0152258749 5825	Personnel Commission Discret / Legal Assistance
M22X0060	VERIZON WIRELESS	1,000.00	1,000.00	0152258749 5900	Personnel Commission Discret / Communications
M22X0061	CORODATA RECORDS MANAGEMENT	500.00	500.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
M22X0062	SMART AND FINAL STORES CORPORA	5,000.00	5,000.00	0130423159 4310	LCFF Base Food Parks Jr High / Materials and Supplies
M22X0063	ALBERTSON'S LLC	1,077.50	1,077.50	0130423159 4310	LCFF Base Food Parks Jr High / Materials and Supplies
M22X0064	AARDVARK CLAY AND SUPPLIES	2,500.00	2,500.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22X0065	HOLLANDER GLASS INC	2,500.00	2,500.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22X0066	LOWES HIW INC	1,000.00	1,000.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22X0067	SMART AND FINAL STORES CORPORA	2,000.00	2,000.00	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
M22X0068	APPLE COMPUTER INC	50,000.00	50,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22X0069	APPLE COMPUTER INC	15,000.00	15,000.00	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
M22X0070	APPLE COMPUTER INC	20,000.00	20,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22X0071	FRY'S ELECTRONICS	5,000.00	5,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22X0072	FULLERTON HARDWARE	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22X0073	GRAYBAR ELECTRIC COMPANY	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22X0074	GROUP VERTICAL LLC	60,000.00	60,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22X0075	HOME DEPOT, THE	750.00	750.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22X0076	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	7,500.00	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0076	*** CONTINUED ***				
			7,500.00	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
M22X0077	SOUTHWEST SCHOOL AND OFFICE SU	23,000.00	13,000.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
			10,000.00	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
M22X0078	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
M22X0079	UPS	1,300.00	1,300.00	0140955249 5901	Info Systems Serv Media DC / Communications Postage
M22X0080	COSTCO WHOLESALE	1,500.00	1,500.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
M22X0081	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
M22X0082	OFFICE DEPOT BUSINESS SERVICE	500.00	500.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
M22X0083	COSTCO WHOLESALE	500.00	500.00	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
M22X0084	CM SCHOOL SUPPLY COMPANY	500.00	500.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
M22X0085	SOUTHWEST SCHOOL AND OFFICE SU	25,000.00	13,000.00	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
			6,000.00	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
			6,000.00	0181218101 4310	Instr Mat Lottery Laguna Instr / Materials and Supplies Instr
M22X0086	SOUTHWEST SCHOOL AND OFFICE SU	25,000.00	15,000.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
			10,000.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22X0087	COSTCO WHOLESALE	2,000.00	2,000.00	0130252221 4350	LCFF Suppl StaffDev Distr Disc / Materials and Supplies
M22X0088	SOUTHWEST SCHOOL AND OFFICE SU	3,950.00	3,950.00	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22X0089	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	15,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22X0090	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	1,000.00	0153050799 4350	Business Administration DC / Materials and Supplies
			2,000.00	0153750799 4350	Business Administration DC / Materials and Supplies
M22X0091	READYREFRESH	500.00	500.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
M22X0092	ORVAC ELECTRONICS	3,000.00	3,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
M22X0093	COSTCO WHOLESALE	500.00	500.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22X0094	FORTNET SECURITY INC	28,958.00	28,958.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0095	ALL CITY MANAGEMENT SERVICE	13,996.80	13,996.80	0153750799 5899	Business Administration DC / Other Expenses
M22X0096	MOMENTUM IN TEACHING LLC	41,600.00	41,600.00	0140155239 5805	Curriculum Development Discret / Consultants
M22X0097	ORANGE CNTY DEPARTMENT OF EDUC	6,000.00	6,000.00	0130252101 5805	LCFF Suppl Instr District / Consultants
M22X0098	COGHLAN, ROBERT	2,500.00	2,500.00	0153750799 5900	Business Administration DC / Communications
M22X0099	DISCOVERY BENEFITS INC	3,600.00	3,600.00	0153050799 5899	Business Administration DC / Other Expenses
M22X0100	FEDERAL EXPRESS CORP	2,000.00	2,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
M22X0101	METROLINK	15,000.00	15,000.00	0161050721 5899	Other Benefits / Other Expenses
M22X0102	NEOPOST INC.	800.00	800.00	0152950729 5630	Districtwide Expenditures / Rents and Leases
M22X0103	NIGRO AND NIGRO PC	48,400.00	48,400.00	0152550739 5835	Districtwide Financial Audit / Audit
M22X0104	ORANGE CNTY DEPARTMENT OF EDUC	5,000.00	5,000.00	0152950729 5800	Districtwide Expenditures / Other Contracted Services
M22X0105	ORANGE COUNTY SANITATION DISTR	23,800.00	23,800.00	0154653821 5504	Utilities / Utilities Water
M22X0106	READYREFRESH	43,000.00	43,000.00	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
M22X0107	SCHOOL SERVICES OF CALIFORNIA	3,660.00	3,660.00	0153750799 5310	Business Administration DC / Dues and Memberships
M22X0108	SOUTHERN CALIFORNIA NEWS GROUP	450.00	450.00	0153050799 5830	Business Administration DC / Legal Advertising
M22X0109	SOUTHERN CALIFORNIA NEWS GROUP	1,500.00	1,500.00	0153750799 5830	Business Administration DC / Legal Advertising
M22X0110	STAPLES 0025724519	500.00	500.00	0153050799 4350	Business Administration DC / Materials and Supplies
M22X0111	TOTALFUNDS BY HASLER	43,500.00	1,500.00	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
			42,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
M22X0112	U S POSTAL SERVICE	3,000.00	3,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
M22X0113	M G DISPOSAL SYSTEMS	141,000.00	135,000.00	0154653821 5506	Utilities / Utilities Trash Disposal
			6,000.00	0160690371 5506	Food Services / Utilities Trash Disposal
M22X0114	SOUTHERN CALIFORNIA GAS COMPAN	34,000.00	30,000.00	0154653821 5503	Utilities / Utilities Natural Gas
			4,000.00	0160690371 5503	Food Services / Utilities Natural Gas
M22X0115	SOUTHERN CALIFORNIA EDISON	1,550,000.00	1,500,000.00	0154653821 5502	Utilities / Utilities Electricity
			50,000.00	0160690371 5502	Food Services / Utilities Electricity

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0116	AT&T	84,000.00	84,000.00	0154653821 5900	Utilities / Communications
M22X0117	BEST BEST AND KRIEGER LLP	3,000.00	3,000.00	0153750799 5825	Business Administration DC / Legal Assistance
M22X0118	FULLERTON, CITY OF	55,000.00	55,000.00	0153750799 5899	Business Administration DC / Other Expenses
M22X0119	FULLERTON WATER DEPARTMENT, CI	327,500.00	325,000.00	0154653821 5504	Utilities / Utilities Water
			2,500.00	0160690371 5504	Food Services / Utilities Water
M22Z0001	AAA ELECTRIC MOTORS	2,500.00	2,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0002	AIR GAS DIRECT IND	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0003	ATOMIC CLOCKS ONLINE	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0004	B AND M LAWN GARDEN	4,500.00	4,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
M22Z0005	BENNER METALS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0006	CAL LIFT INC	1,500.00	1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
M22Z0007	CARSON LANDSCAPE SUPPLY	4,000.00	4,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
M22Z0008	CASE PARTS	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0009	FULLERTON, CITY OF	1,000.00	1,000.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
M22Z0010	EWING IRRIGATION PRODUCTS	10,000.00	10,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
M22Z0011	DECKER EQUIPMENT/SCHOOL FIX	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0012	EXCELSIOR ELEVATOR CORP	12,000.00	12,000.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
M22Z0013	EXPRESS PIPE AND SUPPLY	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0014	FERGUSON ENTERPRISES INC	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0015	FRY'S ELECTRONICS	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0016	GANAHL LUMBER	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0017	GEARY PACIFIC SUPPLY	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0018	GLASBY MAINTENANCE SUPPLY COMP	10,000.00	10,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
M22Z0019	GRAYBAR ELECTRIC COMPANY	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22Z0020	HAJOCA CORPORATION	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0021	HOME DEPOT, THE	12,000.00	12,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0022	HOWARD INDUSTRIES INC	3,500.00	3,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0023	IMPERIAL BUILDING MATERIALS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0024	LAIRD PLASTICS	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0025	LENNOX INDUSTRIES INC	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0026	LOWES HIW INC	3,000.00	3,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
M22Z0027	LOWES HIW INC	20,000.00	20,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0028	MCFADDEN DALE INDUSTRIAL HARDW	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0029	MCMASTER CARR SUPPLY COMPANY	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0030	NEWARK CORPORATION	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0031	MERCURY DISPOSAL SYSTEMS INC	5,000.00	5,000.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
M22Z0032	MONTGOMERY HARDWARE COMPANY	30,000.00	30,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0033	NATURAL GREEN TREE CARE INC	40,000.00	40,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
M22Z0034	ORANGE COUNTY APPLIANCE PARTS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0035	ORVAC ELECTRONICS	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0036	PEST OPTIONS INC	30,000.00	30,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
M22Z0037	PIONEER CHEMICAL COMPANY	2,500.00	2,500.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
M22Z0038	PLUMBING AND INDUSTRIAL SUPPLY	30,000.00	30,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
M22Z0039	PRAXAIR DISTRIBUTION	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0040	REFRIGERATION SUPPLY DISTRIBUT	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0041	REGENCY LIGHTING	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0042	REXEL INC	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0043	ROTO ROOTER	7,500.00	7,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22Z0044	SSD ALARM SYSTEMS	7,000.00	7,000.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
M22Z0045	SCOTT OVERHEAD DOORS AND DOCK	1,500.00	1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
M22Z0046	SHIFFLER EQUIPMENT SALES	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0047	SIGLER WHOLESALE DISTRIBUTORS	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0048	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	3,000.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
M22Z0049	STAPLES 0025724519	3,000.00	3,000.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
M22Z0050	STOTZ EQUIPMENT	2,000.00	2,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
M22Z0051	TRI ED INC	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0052	US AIR CONDITIONING DISTRIBUTO	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0053	VISTA PAINT	16,000.00	16,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0054	WEST COAST SAND AND GRAVEL	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0055	WESTERN STATES GLASS	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0056	ZUMAR INDUSTRIES INC	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0057	GORM INC	10,000.00	10,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
M22Z0058	GORM INC	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0059	GORM INC	220,000.00	220,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
M22Z0060	GRAINGER INC, WW	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0061	COSTCO WHOLESALE	250.00	250.00	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
M22Z0062	VERIZON WIRELESS	3,600.00	3,600.00	0153353819 5900	Plant Maintenance DC / Communications
M22Z0063	VERIZON WIRELESS	1,000.00	1,000.00	0153353819 5900	Plant Maintenance DC / Communications
	Fund 01 Total:	7,330,080.92			
	Fund 12 Total:	9,635.17			
	Fund 25 Total:	1,211,729.26			
	Fund 40 Total:	662,617.00			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
	Total Amount of Purchase Orders:	9,214,062.35			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0001	EDGEWOOD PRESS INC	810.64	+810.64	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22D0002	HEINEMANN PUBLISHING	591.55	+591.55	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22L0001	CLASS LEASING LLC	8,800.08	+8,800.08	2567125819 5630	Facility Improve Rent Richman / Rents and Leases
M22R0003	ACHIEVE3000 INC	1,850.00	+1,850.00	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Instr
M22R0004	RENAISSANCE LEARNING INC	3,455.00	+3,455.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0005	EXPLORELEARNING	3,295.00	+3,295.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0006	SPELLINGCITY.COM INC	700.90	+700.90	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0007	FLOCABULARY INC	2,000.00	+2,000.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0008	READ NATURALLY	690.00	+690.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0009	FRECKLE EDUCATION INC	7,494.00	+7,494.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0010	MYSTERY SCIENCE INC	16,983.00	+16,983.00	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0011	ULINE INC	1,670.13	+1,670.13	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0012	STUDY.COM LLC	2,750.00	+2,750.00	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
M22R0013	ISTATION	6,210.00	+6,210.00	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
M22T0001	PROAIR LLC	49,342.00	+49,342.00	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
M22X0014	SMART AND FINAL STORES CORPORA	1,500.00	+1,500.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22X0015	COSTCO WHOLESALE	2,000.00	+2,000.00	0140155239 4310	Curriculum Development Discret / Materials and Supplies
Fund 01 Total:			101,342.22		
Fund 25 Total:			8,800.08		
Total Amount of Change Orders:			110,142.30		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22M0038	ARCHITECTURE 9 PLLLP		519.00	2567150851 5805	Facilities / Consultants
		519.00			
			Fund 25 Total:		
			519.00		
			Total Amount of Purchase Orders:		
			519.00		

Addendum to:

Purchase Orders Report
Board of Trustees Meeting 07/24/2018

The following purchase orders appear on the Change Orders Report due to multiple printing activities occurring on 7/01/2018:

M22D0001 – Edgewood Press Inc
M22D0002 – Heinemann Publishing

M22R0003 – Achieve3000 Inc
M22R0004 – Renaissance Learning
M22R0005 – ExploreLearning
M22R0006 – SpellingCity.com Inc
M22R0007 – Flocabulary Inc
M22R0008 – Read Naturally

M22R0009 – Freckle Education Inc
M22R0010 – Mystery Science Inc
M22R0011 – Uline Inc
M22R0012 – Study.com LLC
M22R0013 – istation

M22X0014 – Smart and Final Stores
M22X0015 – Costco Wholesale

Purchase order number **M22M0040** does not appear on the Purchase Order Detail Report. This PO was cancelled on 07/06/2018 which is beyond the scope of this reporting period.

Debbie Hjorth, Buyer
Purchasing Services

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 200912 THROUGH 200956 FOR THE 2017/2018 SCHOOL
YEAR AND 210000 THROUGH 210064 FOR THE 2018/2019 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated June 1, 2018 through July 5, 2018 contains purchase orders numbered 200912 through 200956 for the 2017/2018 school year and purchase orders numbered 210000 through 210064 for the 2018/2019 school year.

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: The total amount presented for approval is \$1,869,382.74 from Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 200912 through 200956 for the 2017/2018 school year and purchase orders numbered 210000 through 210064 for the 2018/2019 school year.

RC:MB:tg
Attachment

Schedule of Open / Processed Food and Commodity
Purchase Order Report
6-1-18 through 7-5-18

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
7/2/2018	AT&T	210001	Utilities	2,000.00
7/2/2018	Gold Star Foods Inc.	210003	Commodities	10,000.00
7/2/2018	Gold Star Foods Inc.	210004	Commodities	8,000.00
7/2/2018	Gold Star Foods Inc.	210005	DOD State Fees	1,000.00
7/2/2018	Costco Wholesale	210006	Food/Supplies	10,000.00
7/2/2018	FENN Termite & Pest Control	210009	Pest Control	1,500.00
7/2/2018	Fullerton Ace Hardware	210010	Supplies	1,500.00
7/2/2018	Fullerton School District	210011	Work Orders	40,000.00
7/2/2018	State Board of Equalization	210012	Sales & Use Taxes	6,000.00
7/2/2018	J2 Retail Systems, Inc.	210013	Repairs	1,000.00
7/2/2018	Verizon Wireless	200014	Cellular	1,000.00
7/2/2018	Office Depot	210015	Office Supplies	15,000.00
7/2/2018	Heartland School Solutions	210016	Fees	20,000.00
7/2/2018	Papa John's Pizza	210023	Food	15,000.00
7/2/2018	Papa John's Pizza	210024	Food	15,000.00
7/2/2018	Papa John's Pizza	210025	Food	40,000.00
7/2/2018	Papa John's Pizza	210026	Food	60,000.00
	TOTAL OPEN PURCHASE ORDERS			247,000.00
Processed Food & Commodity P.O.'s				
NONE				
	Total OPEN Purchase Orders (from this page & page 2)			\$ 1,658,000.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			211,382.74
	TOTAL PURCHASE ORDERS			\$ 1,869,382.74

Schedule of Open / Processed Food and Commodity
Purchase Order Report
6-1-18 through 7-5-18

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
7/2/2018	Papa John's Pizza	210027	Food	60,000.00
7/2/2018	Papa John's Pizza	210028	Food	100,000.00
7/2/2018	Papa John's Pizza	210029	Food	20,000.00
7/2/2018	Papa John's Pizza	210030	Food	100,000.00
7/2/2018	Gold Star Foods Inc.	210031	Food	35,000.00
7/2/2018	Gold Star Foods Inc.	210032	Food	35,000.00
7/2/2018	Gold Star Foods Inc.	210033	Food	35,000.00
7/2/2018	Gold Star Foods Inc.	210034	Food	35,000.00
7/2/2018	Gold Star Foods Inc.	210035	Food	35,000.00
7/2/2018	Gold Star Foods Inc.	210036	Food	10,000.00
7/2/2018	Gold Star Foods Inc.	210037	Food	50,000.00
7/2/2018	Gold Star Foods Inc.	210038	Food	2,000.00
7/2/2018	Gold Star Foods Inc.	210039	Food	20,000.00
7/2/2018	Gorm, Inc.	210040	Cleaning Supplies	20,000.00
7/2/2018	P&R Paper Supply Co.	210041	Paper Supplies	150,000.00
7/2/2018	Gold Star Foods Inc.	210042	Food	250,000.00
7/2/2018	Gold Star Foods Inc.	210043	Food	20,000.00
7/2/2018	Gold Star Foods Inc.	210044	Food	100,000.00
7/2/2018	Gold Star Foods Inc.	210045	Food	5,000.00
7/2/2018	Sunrise Produce	210046	Produce	50,000.00
7/2/2018	Sunrise Produce	210047	Produce	10,000.00
7/2/2018	Sunrise Produce	210048	Produce	10,000.00
7/2/2018	Sunrise Produce	210049	Produce	5,000.00
7/2/2018	Driftwood Dairy	210050	Dairy	10,000.00
7/2/2018	Driftwood Dairy	210051	Dairy	1,000.00
7/2/2018	Pick Up Stix	210052	Food	20,000.00
7/2/2018	Pick Up Stix	210053	Food	20,000.00
7/2/2018	Pick Up Stix	210054	Food	35,000.00
7/2/2018	Pick Up Stix	210055	Food	25,000.00
7/2/2018	Pick Up Stix	210056	Food	30,000.00
7/2/2018	Pick Up Stix	210057	Food	3,000.00
7/2/2018	Pick Up Stix	210058	Food	10,000.00
7/2/2018	Pick Up Stix	210059	Food	100,000.00
	TOTAL OPEN PURCHASE ORDERS (Page 2)			\$1,411,000.00

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	210050	7/2/2018	7/31/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT Eco #13040	\$0.2180	\$1,090.00		
5000	EA	997009	CHOC Milk, NonFat 1/2 PT Eco #16040	\$0.1972	\$986.00		
			Sales Tax:		\$0.00		
			P.O. Total:		\$2,076.00		
Driftwood Dairy, Inc.	210051	7/2/2018	7/31/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$9.3789	\$93.79		
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$22.7547	\$227.55		
			Sales Tax:		\$0.00		
			P.O. Total:		\$321.34		
			Vendor Total:		\$2,397.34		
Image One Technology Solutions	210019	7/2/2018	8/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	RocketSCAN - Software Subscription 5K License	\$990.0000	\$990.00		
1	ea	2	RocketSCAN - Hardware Service	\$235.0000	\$235.00		
1	ea	3	RocketSCAN - Technical Support Val&Admin Modu	\$810.0000	\$810.00		
1	ea	4	RocketSCAN - Technical Support Online Module	\$680.8000	\$680.80		
			Sales Tax:		\$0.00		
			P.O. Total:		\$2,715.80		
			Vendor Total:		\$2,715.80		
Print Printing, Inc.	200919	6/8/2018	6/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	LS	1	Parent Packet - Printing	\$2,650.0000	\$2,650.00		
1	LS	2	Parent Packet - Mailing (Postage)	\$2,209.6800	\$2,209.68		
			Sales Tax:		\$205.38		
			P.O. Total:		\$5,065.06		
			Vendor Total:		\$5,065.06		
Le Chef Bakery	200921	6/14/2018	8/7/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs	\$7.9600	\$79.60		
4	case	10005	Scone, Assrtd #BRB001-24 24/case	\$19.6200	\$78.48		
4	case	10020	Cinnamon Roll, Fresh BRB010-12TS 12 ct.	\$8.7700	\$35.08		
2	case	10007	Cinnamon Pecan Sticky Bun#BR012 (Med. Dough) 60/cs	\$12.0100	\$24.02		
1	case	10015	Cookie,Choc Chip, CK20001 140/2oz/case	\$40.6700	\$40.67		
1	case	10026	Cookie, Peanut Butter, CK20004 2oz. 140 ct	\$40.6700	\$40.67		
1	case	10024	Cookie, Oatmeal, CK20006-B 2 oz. 140 ct	\$40.6700	\$40.67		
1	case	10025	Cookie, Brownie, CK20009 2 oz. 140 ct	\$45.5400	\$45.54		
1	case	10018	Cookie, WtChocMacNuts, CK20015 140/2oz/cs	\$45.5400	\$45.54		
1	case	10027	Cookie, Snicker Doodle, CK20022 2 oz. 140 ct	\$40.6700	\$40.67		
4	case	10002	Danish, Twist Asstd #DAB001-12TS (Medium) 12/case	\$8.2200	\$32.88		
4	case	10021	Danish, Assorted DAB104-30TS 30 ct.	\$24.0500	\$96.20		
12	case	10004	Muffin, Assrtd #MUBASST-M-TC-16TS 16/2.5oz/case	\$10.3500	\$124.20		

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery	200921	6/14/2018	8/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$724.22
Le Chef Bakery	200922	6/14/2018	8/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	TRY	1	Tea Bread, Assort /35 #BRBTEAASSTPET35TS		\$19.9300	\$39.86
1	CS	1	Roll, Dinner, Assort /100 #SB230SASST		\$21.4100	\$21.41
					Sales Tax:	\$0.00
					P.O. Total:	\$61.27
					Vendor Total:	\$785.49
Fullerton School District	210018	7/2/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Estimated Payroll per July Bitech Report		\$20,000.0000	\$20,000.00
1	ea	2	Estimated Dist. Exp. per July Bitech Reprt		\$2,000.0000	\$2,000.00
					Sales Tax:	\$0.00
					P.O. Total:	\$22,000.00
					Vendor Total:	\$22,000.00
Gold Star Foods Inc.	200920	6/14/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	CS	1	Dressing, Caesar Lite 4/1 gal #300062		\$46.7100	\$46.71
1	CS	1	Sauce, Sriracha Hot Chile 6/5lb #203858		\$53.9200	\$53.92
1	CS	1	Chips, Tortilla Strips 12/1lb #203053		\$20.0100	\$20.01
1	CS	1	Chips, Fritos RF Corn Chips 8/16oz #208343		\$20.2100	\$20.21
					Sales Tax:	\$0.00
					P.O. Total:	\$140.85
Gold Star Foods Inc.	200923	6/15/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	CS	1	Cheese, Parmesan, Grated 4/5lb #305576		\$54.2000	\$54.20
					Sales Tax:	\$0.00
					P.O. Total:	\$54.20
Gold Star Foods Inc.	200929	6/22/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	case	4317	Ketchup, Natural w/Sugar GS#402085 1000/cs		\$12.2700	\$736.20
9	case	4410	Vinegar White #202382 Golden State 4/1gal.		\$10.2600	\$92.34
50	bag	5104	Rice, Brown, Parboiled, C&F #101934 Producers 25#		\$8.9100	\$445.50
24	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct		\$38.3700	\$920.88
64	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701		\$13.3800	\$856.32
24	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.		\$37.1400	\$891.36
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$37.3300	\$933.25
30	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs		\$31.6300	\$948.90
					Sales Tax:	\$0.00
					P.O. Total:	\$5,824.75
Gold Star Foods Inc.	200930	6/22/2018	8/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	200930	6/22/2018	8/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	ea	4016	Onion Powder,GS#202052 Pacific Spice 1.25#	\$3.7500	\$45.00	
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$26.4000	\$950.40	
36	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs	\$26.4000	\$950.40	
6	case	4301	Mayonnaise, Packet, Hollens #202324 200/9mg.	\$6.8000	\$40.80	
40	case	55060	Chicken Patty, Hot&Spicy WG GS#404681 148/case	\$41.6500	\$1,666.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$3,652.60
Gold Star Foods Inc.	200931	6/22/2018	8/17/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$38.3700	\$920.88	
24	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$47.3700	\$1,136.88	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,057.76
Gold Star Foods Inc.	200932	6/22/2018	8/24/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
14	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs	\$70.6500	\$989.10	
28	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$39.4100	\$1,103.48	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,092.58
Gold Star Foods Inc.	200933	6/22/2018	8/28/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	case	55060	Chicken Patty, Hot&Spicy WG GS#404681 148/case	\$41.6500	\$1,666.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,666.00
Gold Star Foods Inc.	200934	6/22/2018	8/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	59047	Pizza,Brkfst,Sausage GS#403624 160 ct/3 oz.	\$56.2300	\$1,349.52	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,349.52
Gold Star Foods Inc.	200940	6/22/2018	8/3/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
22	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$28.7100	\$631.62	
40	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz	\$35.4800	\$1,419.20	
14	case	56115	Brownie,WG, GS#400042, 20thCent#772A20W 144/2oz	\$50.0500	\$700.70	
35	case	59046	Pizza,FrenchBrd, GS#403604 60/cs Ardellas	\$37.9900	\$1,329.65	
27	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$54.9800	\$1,484.46	
21	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$37.4000	\$785.40	
					Sales Tax:	\$0.00
					P.O. Total:	\$6,351.03
Gold Star Foods Inc.	200942	6/25/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs	\$48.7900	\$1,951.60	
24	case	30327	French Toast Stick, IW GS#113685 88/cs	\$40.2400	\$965.76	
24	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs	\$51.9000	\$1,245.60	
5	case	30311	PopTart, Strawberry, 1G IW, GS#202835 120/cs	\$41.5700	\$207.85	
4	case	3055	Bar, Cocoa Oat, Chewie, IW GS#133861 110/cs	\$60.2600	\$241.04	
4	case	3056	Bar, Cocoa Krispies,Granola, GS#203152 96/cs	\$38.1500	\$152.60	
4	case	3059	Rice Krispies,GranolaBar,AppleCinn GS#202597 96/cs	\$38.1500	\$152.60	

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	200942	6/25/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
						Sales Tax: \$0.00
						P.O. Total: \$4,917.05
Gold Star Foods Inc.	200944	6/26/2018	8/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
8	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs			\$44.0800 \$352.64
12	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs			\$57.7800 \$693.36
82	case	11124	Juice, Mango Swirl, 4.23 oz GS#210258 44/cs			\$10.6400 \$872.48
13	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs			\$26.4000 \$343.20
						Sales Tax: \$0.00
						P.O. Total: \$2,261.68
Gold Star Foods Inc.	200945	6/26/2018	8/10/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
25	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs			\$68.5000 \$1,712.50
						Sales Tax: \$0.00
						P.O. Total: \$1,712.50
Gold Star Foods Inc.	200946	6/26/2018	8/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
15	case	8021	Chips, Tortilla GS#208220 80/cs			\$17.1500 \$257.25
9	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs			\$72.3500 \$651.15
6	case	12002	Seeds,HoneyRoasted w/ Cranberries GS#138763 200/cs			\$85.2500 \$511.50
8	case	12101	Salsa, Cup 3oz GS#405859 168/cs			\$57.8400 \$462.72
						Sales Tax: \$0.00
						P.O. Total: \$1,882.62
Gold Star Foods Inc.	200947	6/26/2018	8/17/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
8	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz			\$18.1500 \$145.20
6	case	12201	Sunbutter Cup, GS#208125 200/cs			\$54.5600 \$327.36
						Sales Tax: \$0.00
						P.O. Total: \$472.56
Gold Star Foods Inc.	200948	6/26/2018	8/24/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
25	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs			\$68.5000 \$1,712.50
						Sales Tax: \$0.00
						P.O. Total: \$1,712.50
Gold Star Foods Inc.	200949	6/27/2018	8/3/2018	8/10/2018		<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
40	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz			\$47.3700 \$1,894.80
58	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs			\$79.3200 \$4,600.56
87	case	56044	Spaghetti, Beef GS#401074 6/5# JTM			\$32.8300 \$2,856.21
64	case	59045	Pizza,Pepp Tony'sGlxy(SSE#78477)Rnd IW 72/5oz.(INA			\$56.3200 \$3,604.48
39	case	30338	Pancakes,Buttermilk GS#100082 144/1.4oz.			\$25.8400 \$1,007.76
20	csae	56038	Sausage Patty, Turkey GS#401000 J/O 160/case			\$26.7100 \$534.20
61	case	33011	Hot Dog, Turkey, 8/1 GS#134796 2/5 lb 80/cs			\$15.2600 \$930.86
						Sales Tax: \$0.00
						P.O. Total: \$15,428.87
Gold Star Foods Inc.	200950	6/27/2018	8/17/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
41	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct			\$38.3700 \$1,573.17

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	200950	6/27/2018	8/17/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
76	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$31.6300	\$2,403.88	
30	case	4352	Syrup Cup, GS#201878/ 0373 100/1.5oz	\$9.0000	\$270.00	
23	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830	\$57.0000	\$1,311.00	
64	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$47.3700	\$3,031.68	
21	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$37.4000	\$785.40	
35	case	8269	Chips, Tortilla GS#208220 80/case	\$17.1500	\$600.25	
24	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25	\$41.3800	\$993.12	
Sales Tax:						\$0.00
P.O. Total:						\$10,968.50
<input type="checkbox"/>						
Gold Star Foods Inc.	200951	6/27/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$48.3600	\$1,160.64	
7	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$27.0400	\$189.28	
Sales Tax:						\$0.00
P.O. Total:						\$1,349.92
<input type="checkbox"/>						
Gold Star Foods Inc.	200952	6/27/2018	8/3/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	CS	1	Cracker, Wheat, Back to Basics #203356	\$33.0600	\$330.60	
Sales Tax:						\$0.00
P.O. Total:						\$330.60
<input type="checkbox"/>						
Gold Star Foods Inc.	200953	6/28/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	sack	4421	Flour, White Whole Wheat, 50lb GS#209388	\$16.1500	\$96.90	
10	sack	30001	Cornmeal, Enriched GS#201408 25 lb sack	\$15.0600	\$150.60	
5	sack	4456	Sugar, Granulated, 25# GS#210297 C&H	\$19.0300	\$95.15	
10	bag	30306	Baking Powder, 60oz. GS#210101	\$7.4100	\$74.10	
2	sack	4020	Salt, 25lb GS#210379 Tru-Flow	\$4.4900	\$8.98	
6	case	4501	Oil, Vegetable 6/1gal. GS#239382	\$42.3100	\$253.86	
3	bag	4451	Sugar, Brown 25lb GS#210294	\$16.1600	\$48.48	
6	case	4307	Sauce, Soy, LS, 6-1/2 gal. GS#203778	\$40.7100	\$244.26	
2	case	4411	Vinegar, Rice 4/1gal./cs GS#203787	\$31.6700	\$63.34	
2	case	4306	Sauce, Sriracha 6/5gal. GS#203858	\$53.9200	\$107.84	
3	case	4309	Sauce, Hoisin 4/5lb GS#239144	\$43.4000	\$130.20	
2	case	4205	Catsup Del Monte # 401442 Red Gold 6/114oz/cs	\$25.7800	\$51.56	
5	case	11076	Juice, Lemon GS# 200550 4/1 gal.	\$34.9400	\$174.70	
Sales Tax:						\$0.00
P.O. Total:						\$1,499.97
<input type="checkbox"/>						
Gold Star Foods Inc.	200954	6/29/2018	8/3/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
66	cs	1	Fruit Cup, Emoji, Rosati 90/cs #140911	\$30.9900	\$2,045.34	
Sales Tax:						\$0.00
P.O. Total:						\$2,045.34
<input type="checkbox"/>						
Gold Star Foods Inc.	200955	6/29/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	EA	1	Ginger, Ground 1lb #202044	\$5.2300	\$15.69	
2	cs	1	Tahini 12/16oz #203368	\$43.1700	\$86.34	
4	cs	1	Oil, Olive Canola Blend 4/1 gal #209769	\$80.5300	\$322.12	
2	ea	1	Garlic 24oz #209688	\$10.4300	\$20.86	
Sales Tax:						\$0.00
P.O. Total:						\$445.01

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$68,216.41
^						
P & R Paper Supply Company, Inc.	200936	6/22/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	83506	Lid HighDome , Pactive P9812, 1000ct	\$43.5900	\$87.18	
2	case	86208	Tray, 12" Rnd Blk Disposable Pactiv 9812K 50/cs	\$54.7700	\$109.54	
2	case	83504	Lid HighDome Pactiv P9816 16" round 50/case	\$61.9300	\$123.86	
1	case	84107	Cup Coffee 8oz Symp Handle IMV-8PCWH 1M/case	\$36.0500	\$36.05	
Sales Tax:						\$0.00
P.O. Total:						\$356.63
^						
P & R Paper Supply Company, Inc.	200937	6/22/2018	8/31/2018	7/31/2018		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #CW182	\$18.8400	\$37.68	
5	case	80017	Handi-Wipes Pink/White CHX #8507 200/cs	\$20.6900	\$103.45	
10	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs	\$43.9500	\$439.50	
12	dozen	80008	Gloves, Rubber Ylw NET-HHG8.0(Med) 12/12dz/cs	\$4.5500	\$54.60	
3	case	80011	Hairnets, Brown string C-HN-BN24 10/100/case	\$85.0000	\$255.00	
1	case	81020	Bag 12x18 freezer/food Crestview E-100 1000/cs	\$16.4500	\$16.45	
13	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case	\$7.8000	\$101.40	
3	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS	\$49.8500	\$149.55	
16	case	86101	Tray, 8.5x5.5 Red Plaid Carry JRV-CT963 500/cs	\$16.2500	\$260.00	
Sales Tax:						\$33.28
P.O. Total:						\$1,450.91
^						
P & R Paper Supply Company, Inc.	200938	6/22/2018	7/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	case	82201	Spoon, Clear Plstc HD NTR-6872 1000/case	\$14.4000	\$14.40	
Sales Tax:						\$0.00
P.O. Total:						\$14.40
^						
P & R Paper Supply Company, Inc.	200939	6/22/2018	8/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	86003	Tray, 5 comp, White Foam MBL-YTH10500 500/cs	\$17.5000	\$1,225.00	
21	case	86101	Tray, 8.5x5.5 Red Plaid Carry JRV-CT963 500/cs	\$16.2500	\$341.25	
42	case	82302	Spike Straw Kit(Sporkette)NTR-3608PA 1000/cs	\$11.5500	\$485.10	
Sales Tax:						\$0.00
P.O. Total:						\$2,051.35
^						
P & R Paper Supply Company, Inc.	210041	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1500	case	86101	Tray, 8.5x5.5 Red Plaid Carry JRV-CT963 500/cs	\$17.0500	\$25,575.00	
4000	case	86003	Tray, 5 comp, White Foam MBL-YTH10500 500/cs	\$19.6000	\$78,400.00	
2500	case	82302	Spike Straw Kit(Sporkette)NTR-3608PA 1000/cs	\$12.0500	\$30,125.00	
Sales Tax:						\$0.00
P.O. Total:						\$134,100.00
Vendor Total:						\$137,973.29
^						
Costco Membership	210007	7/2/2018	2/1/2019	5210		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	ea	1	Costco Membership Renewal	\$55.0000	\$165.00	

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Costco Membership	210007	7/2/2018	2/1/2019			5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$165.00
						Vendor Total:	\$165.00
Industrial Electric	200935	6/22/2018	6/22/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Zone Charge			\$139.0000	\$139.00
1	ea	1	First 1/2 Hour Labor			\$129.0000	\$129.00
0.75	ea	1	Sales Labor, T&M			\$129.0000	\$96.75
						Sales Tax:	\$0.00
						P.O. Total:	\$364.75
Industrial Electric	210061	7/3/2018	7/3/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Repairs and maintenance			\$300.0000	\$300.00
						Sales Tax:	\$0.00
						P.O. Total:	\$300.00
						Vendor Total:	\$664.75
Action Sales	210064	7/5/2018	7/5/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	EA	1	Mixer, Planetary Hobart Model#HL1400-ASTD			\$32,147.0000	\$32,147.00
1	ea	1	DWHIP-HL140 140 qt. "D" Whip			\$658.0000	\$658.00
1	ea	1	IWIRE-HL140 140 qt. "I" Wire Whip			\$1,321.0000	\$1,321.00
1	ea	1	SCRAPER-HL140 140 qt. Scraper			\$901.0000	\$901.00
1	ea	1	CHUTE-LMV Ingredient Shute			\$90.0000	\$90.00
1	ea	1	Delivery Charge			\$120.0000	\$120.00
						Sales Tax:	\$2,730.88
						P.O. Total:	\$37,967.88
						Vendor Total:	\$37,967.88
Caster Technology Corp.	200917	6/7/2018	7/8/2018		6/11/2018		<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
24	EA	1	Wheel 4x1.25x0.375 #3URW-0401206-BXX-26-BU			\$15.7600	\$378.24
1	ea	1	Freight Charges			\$20.7400	\$20.74
						Sales Tax:	\$29.31
						P.O. Total:	\$428.29
						Vendor Total:	\$428.29
Papa John's Pizza	210023	7/2/2018	6/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1000	each	997557	Pizza, Whole Grain 16" Pepperoni			\$7.2600	\$7,260.00

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Papa John's Pizza	210023	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
800	each	997513	Pizza, Whole Grain 16" Cheese		\$7.2600	\$5,808.00
					Sales Tax:	\$0.00
					P.O. Total:	\$13,068.00
Papa John's Pizza	210024	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.2600	\$7,260.00
800	each	997513	Pizza, Whole Grain 16" Cheese		\$7.2600	\$5,808.00
					Sales Tax:	\$0.00
					P.O. Total:	\$13,068.00
Papa John's Pizza	210025	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.2600	\$29,040.00
500	each	997513	Pizza, Whole Grain 16" Cheese		\$7.2600	\$3,630.00
					Sales Tax:	\$0.00
					P.O. Total:	\$32,670.00
Papa John's Pizza	210026	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.2600	\$43,560.00
600	each	997513	Pizza, Whole Grain 16" Cheese		\$7.2600	\$4,356.00
					Sales Tax:	\$0.00
					P.O. Total:	\$47,916.00
Papa John's Pizza	210027	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.2600	\$43,560.00
1200	each	997513	Pizza, Whole Grain 16" Cheese		\$7.2600	\$8,712.00
					Sales Tax:	\$0.00
					P.O. Total:	\$52,272.00
Papa John's Pizza	210028	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
7000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.2600	\$50,820.00
5000	each	997513	Pizza, Whole Grain 16" Cheese		\$7.2600	\$36,300.00
					Sales Tax:	\$0.00
					P.O. Total:	\$87,120.00
Papa John's Pizza	210029	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1000	EA	10078	Pizza, Whole Grain 16" Pepperoni (Catering)		\$7.2600	\$7,260.00
1000	EA	10079	Pizza, Whole Grain 16" Cheese (Catering)		\$7.2600	\$7,260.00
					Sales Tax:	\$0.00
					P.O. Total:	\$14,520.00
Papa John's Pizza	210030	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10000	EA	997564	Pizza, Whole Grain 16" Pepperoni (CACFP)		\$7.2600	\$72,600.00
2000	EA	997565	Pizza, Whole Grain 16" Cheese (CACFP)		\$7.2600	\$14,520.00
					Sales Tax:	\$0.00
					P.O. Total:	\$87,120.00

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
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Vendor Total: \$347,754.00

ReadyRefresh by Nestle **210000** **7/2/2018** **7/2/2018** **6/30/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
21	ea	1	Water Distilled 6/1 gal.	\$9.4900	\$199.29
144	ea	2	Water Bottled 5 gal. Nestle Drinking Water	\$4.4900	\$646.56
24	ea	3	Monthly Cooler Rental (2)	\$1.9900	\$47.76

Sales Tax: \$3.70
P.O. Total: \$897.31

Vendor Total: \$897.31

Petty Cash **200956** **6/29/2018** **6/29/2018**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	lot	1	Food Expense for Recipe Test Ingredients	\$29.0700	\$29.07

Sales Tax: \$0.00
P.O. Total: \$29.07

Vendor Total: \$29.07

Boyd & Associates **210002** **7/2/2018** **6/30/2019** **5510**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
4	ea	1	Quarterly Service for Monitoring Alarm System	\$75.0000	\$300.00
4	ea	1	Cellular Service	\$45.0000	\$180.00

Sales Tax: \$0.00
P.O. Total: \$480.00

Vendor Total: \$480.00

U.S. Foodservice, Inc. **200914** **6/6/2018** **6/13/2018**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
3	case	10122	Pecan,Glazed USF#3714763 5#/case	\$41.6700	\$125.01
1	case	10128	Dressing,SesameOrntl USF#6133060 4/1gal/case	\$47.4200	\$47.42
1	case	10136	Dressing,Ranch USF#3415007 4/1gal./case	\$36.9800	\$36.98
2	case	10150	Bacon, US Foods# 4358495 15#/case	\$46.2800	\$92.56
2	case	10153	Tator Tots, US Foods# 392027 6bag/5#/case	\$34.2500	\$68.50
1	case	10174	Sausage,PrkPtty,Ckd USF#9328568 2 oz./10#/case	\$25.0200	\$25.02
2	case	10114	Cranberries, Dried Swtnd USF#1219221 2/48oz/case	\$14.8900	\$29.78
1	case	10131	Dressing,Italian Light USF# 5069323 4/1gal/case	\$27.8000	\$27.80

Sales Tax: \$0.00
P.O. Total: \$453.07

U.S. Foodservice, Inc. **200915** **6/6/2018** **6/13/2018**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
3	cs	1	Sugar, Gran 1/10 oz, 2000/cs Cafe Dlight	\$14.4800	\$43.44

Sales Tax: \$0.00
P.O. Total: \$43.44

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	200916	6/6/2018	7/13/2018	6/13/2018		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	cs	1	Chicken Base, Red Sdm #2912525 10#		\$58.2500	\$582.50
12	cs	1	Chicken Breast Meat #8867665 Patuxent		\$35.5600	\$426.72
					Sales Tax:	\$0.00
					P.O. Total:	\$1,009.22
U.S. Foodservice, Inc.	200925	6/18/2018	6/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	cs	1	Sugar, Sub Equal #1000298 Pkt2000/1 GR		\$26.3400	\$79.02
					Sales Tax:	\$0.00
					P.O. Total:	\$79.02
					Vendor Total:	\$1,584.75
FENN Termite & Pest Control	210008	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
204	ea	1	Monthly Service for Pest Control - 17 sites		\$35.0000	\$7,140.00
48	ea	2	Monthly Service for Pest Control - 4 sites		\$45.0000	\$2,160.00
72	ea	3	Mo. Maint. Fee - NC Bait 6 traps/mo.		\$2.0000	\$144.00
48	ea	4	Add'l Mo. Trap - NC Bait 4 traps/mo.		\$2.5000	\$120.00
					Sales Tax:	\$0.00
					P.O. Total:	\$9,564.00
					Vendor Total:	\$9,564.00
National Resource Management, Inc.	210020	7/2/2018	7/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Remote Site Manager Annual Hosting Fee		\$720.0000	\$720.00
					Sales Tax:	\$0.00
					P.O. Total:	\$720.00
					Vendor Total:	\$720.00
N. Harris Computer Corporation	210022	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	eOfficeSuite - Accounts Payable		\$1,738.1600	\$1,738.16
1	ea	1	eOfficeSuite - General Ledger		\$3,761.3800	\$3,761.38
1	ea	1	eOfficeSuite - Purchase Order		\$917.1800	\$917.18
1	ea	1	eOfficeSuite - Inventory		\$1,738.1600	\$1,738.16
20	ea	1	eTriton7 - POS Site License w/ 1 Serving Lin		\$824.9100	\$16,498.20
17	ea	1	eTriton7 - POS Serving Line (Add'l Srving L		\$548.2900	\$9,320.93
1	ea	1	eTriton7 - RocketSCAN Integration Module		\$1,644.3100	\$1,644.31
1	ea	1	eTriton7 - Direct Cert Matching Module		\$494.9400	\$494.94
1	ea	1	eTriton7 - Interface for MSB Annual Subs Fee		\$1,649.8100	\$1,649.81
					Sales Tax:	\$0.00
					P.O. Total:	\$37,763.07
N. Harris Computer Corporation	210060	7/2/2018	7/2/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost

Purchase Orders - Detail

Fullerton School District

7/9/2018 8:17:16 AM

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
N. Harris Computer Corporation	210060	7/2/2018	7/2/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Update 2017-18 RocketScan F&R Meal Appl.		\$475.0000	\$475.00
1	ea	1	Spanish Update 2018-19 RocketScan F&R Meal		\$475.0000	\$475.00
					Sales Tax:	\$0.00
					P.O. Total:	\$950.00
					Vendor Total:	\$38,713.07
Daily Journal Corporation	200928	6/19/2018	6/19/2018		5902	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Bid Notice: Inviting Bids SY 2018-2019		\$139.2000	\$139.20
					Sales Tax:	\$0.00
					P.O. Total:	\$139.20
					Vendor Total:	\$139.20
Orange County Department of Education	200941	6/25/2018	8/13/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	LS	1	Printing		\$2,550.0000	\$2,550.00
4	hr	2	Set Up - Estimated		\$45.0000	\$180.00
					Sales Tax:	\$0.00
					P.O. Total:	\$2,730.00
					Vendor Total:	\$2,730.00
Hana Hammouri	200913	6/4/2018	6/4/2018		5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Reimbursement for Food Manager Cert. Class		\$69.0000	\$69.00
					Sales Tax:	\$0.00
					P.O. Total:	\$69.00
					Vendor Total:	\$69.00
SCVSFSA - SUPER Co-OP	210021	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Super Co-op Membership Contribution		\$373.1400	\$373.14
					Sales Tax:	\$0.00
					P.O. Total:	\$373.14
					Vendor Total:	\$373.14
Orange County Sanitation District	210017	7/2/2018	6/30/2019		5510	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	2018-2019 Sewer User Fee		\$1,492.8000	\$1,492.80

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Orange County Sanitation District	210017	7/2/2018	6/30/2019		5510	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$1,492.80
					Vendor Total:	\$1,492.80
Dan's Thermal Services	200912	6/4/2018	6/4/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Case SOHC-100-8		\$30.7800	\$30.78
1	ea	2	Case SS-11		\$88.0000	\$88.00
1	ea	3	Case GSK-MPK		\$135.0000	\$135.00
2,5	hr	4	Labor - Journeyman		\$85.0000	\$212.50
					Sales Tax:	\$19.67
					P.O. Total:	\$485.95
					Vendor Total:	\$485.95
Pick Up Stix	210052	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3000	ea	997600	Asian Bowl, House Chix/Rice		\$1.6000	\$4,800.00
3000	ea	997601	Asian Bowl, Teriyaki Chix/Rice		\$1.6000	\$4,800.00
500	ea	997602	Asian Bowl, House/Teri TOFU/Rice		\$1.6000	\$800.00
					Sales Tax:	\$0.00
					P.O. Total:	\$10,400.00
Pick Up Stix	210053	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4000	ea	997600	Asian Bowl, House Chix/Rice		\$1.6000	\$6,400.00
2000	ea	997601	Asian Bowl, Teriyaki Chix/Rice		\$1.6000	\$3,200.00
1000	ea	997602	Asian Bowl, House/Teri TOFU/Rice		\$1.6000	\$1,600.00
					Sales Tax:	\$0.00
					P.O. Total:	\$11,200.00
Pick Up Stix	210054	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
15000	ea	997600	Asian Bowl, House Chix/Rice		\$1.6000	\$24,000.00
1000	ea	997601	Asian Bowl, Teriyaki Chix/Rice		\$1.6000	\$1,600.00
500	ea	997602	Asian Bowl, House/Teri TOFU/Rice		\$1.6000	\$800.00
					Sales Tax:	\$0.00
					P.O. Total:	\$26,400.00
Pick Up Stix	210055	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8000	ea	997600	Asian Bowl, House Chix/Rice		\$1.6000	\$12,800.00
2000	ea	997601	Asian Bowl, Teriyaki Chix/Rice		\$1.6000	\$3,200.00
500	ea	997602	Asian Bowl, House/Teri TOFU/Rice		\$1.6000	\$800.00
					Sales Tax:	\$0.00
					P.O. Total:	\$16,800.00
Pick Up Stix	210056	7/2/2018	6/30/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10000	ea	997600	Asian Bowl, House Chix/Rice		\$1.6000	\$16,000.00

Purchase Orders - Detail

7/9/2018 8:17:16 AM

Fullerton School District

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Pick Up Stix	210056	7/2/2018	6/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2000	ea	997601	Asian Bowl, Teriyaki Chix/Rice	\$1.6000	\$3,200.00		
1000	ea	997602	Asian Bowl, House/Teri TOFU/Rice	\$1.6000	\$1,600.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$20,800.00	
Pick Up Stix	210057	7/2/2018	6/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
50	ea	997600	Asian Bowl, House Chix/Rice	\$1.6000	\$80.00		
50	ea	997601	Asian Bowl, Teriyaki Chix/Rice	\$1.6000	\$80.00		
50	ea	997602	Asian Bowl, House/Teri TOFU/Rice	\$1.6000	\$80.00		
50	ea	1	Asian Bowl, House Chix/Rice/Veg	\$1.7500	\$87.50		
50	ea	1	Asian Bowl, Teriyaki Chix/Rice/Veg	\$1.7500	\$87.50		
					Sales Tax:	\$0.00	
					P.O. Total:	\$415.00	
Pick Up Stix	210058	7/2/2018	6/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	ea	1	Asian Bowl, House Chix/Rice	\$1.6000	\$4,800.00		
50	ea	1	Asian Bowl, Teriyaki Chix/Rice	\$1.6000	\$80.00		
50	ea	1	Asian Bowl, House/Teri TOFU/Rice	\$1.6000	\$80.00		
50	ea	1	Asian Bowl, Teriyaki Chix/Rice/Veg	\$1.6000	\$80.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$5,040.00	
Pick Up Stix	210059	7/2/2018	6/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20000	ea	380200	Asian Bowl, House Chix/Rice/Veg (CACFP)	\$1.7500	\$35,000.00		
20000	ea	380201	Asian Bowl, Teriyaki Chix/Rice/Veg (CACFP)	\$1.7500	\$35,000.00		
500	ea	380202	Asian Bowl, House/Teri TOFU/Rice/Veg (CACFP)	\$1.7500	\$875.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$70,875.00	
					Vendor Total:	\$161,930.00	
EMS LINQ, Inc.	200943	6/26/2018	6/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	SN18-19A	School Nutrition & Fitness Annual Renewal	\$1,295.0000	\$1,295.00		
1	ea	SN-OOAnnual	Annual Renewal - Online Ordering	\$695.0000	\$695.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,990.00	
					Vendor Total:	\$1,990.00	
Health-e Pro	200918	6/8/2018	6/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Sevice Renewal - Health-e Meal Planner Pro	\$2,495.0000	\$2,495.00		
1	ea	2	Additional Admin Login	\$395.0000	\$395.00		
1	ea	3	Discount - 10%	(\$289.0000)	(\$289.00)		
					Sales Tax:	\$0.00	
					P.O. Total:	\$2,601.00	

Purchase Orders - Detail

Fullerton School District

7/9/2018 8:17:16 AM

Show all data where the Order Date is between 6/1/2018 and 7/5/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$2,601.00
^						
Maria Teresa Gonzalez	200927	6/18/2018	6/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Costco Wholesale, Invoice dtd 6/7/18	\$73.2500	\$73.25	
Sales Tax:						\$0.00
P.O. Total:						\$73.25
Vendor Total:						\$73.25
^						
Matthew Granados	200926	6/18/2018	6/18/2018		5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	lot	1	Smart & Final, Invoice dtd 6/15/18	\$5.0700	\$5.07	
Sales Tax:						\$0.00
P.O. Total:						\$5.07
Vendor Total:						\$5.07
^						
3Wire, LLC	200924	6/15/2018	6/15/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	hr	1	Labor-Service	\$126.0000	\$252.00	
1	ea	1	Trip Charge	\$140.0000	\$140.00	
1	ea	1	Admin. Charge	\$10.0000	\$10.00	
1	ea	1	Supply Items	\$10.0000	\$10.00	
Sales Tax:						\$1.56
P.O. Total:						\$413.56
Vendor Total:						\$413.56
^						
3Wire, LLC	210062	7/3/2018	7/3/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	Ke54528	AC Inverter Motor Control	\$5,418.0500	\$5,418.05	
1	ea	1	Trip Charge	\$140.0000	\$140.00	
2	ea	1	Labor Charge	\$126.0000	\$252.00	
1	ea	1	Shipping Charge	\$22.0000	\$22.00	
1	ea	1	Miscellaneous Supplies	\$20.0000	\$20.00	
Sales Tax:						\$419.90
P.O. Total:						\$6,271.95
Vendor Total:						\$6,271.95
^						
3Wire, LLC	210063	7/3/2018	7/3/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1048845	Power Tilt Switch	\$519.4000	\$519.40	
1	ea	1	Trip Charge	\$140.0000	\$140.00	
1	ea	1	Labor Charge	\$126.0000	\$126.00	
1	ea	1	Shipping Charge	\$22.0000	\$22.00	
1	ea	1	Miscellaneous Supplies	\$20.0000	\$20.00	
Sales Tax:						\$40.25
P.O. Total:						\$867.65
Vendor Total:						\$867.65
^						
Vendor Total:						\$7,553.16
^						

GRAND TOTAL \$ 211,382.74
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 116624 THROUGH 117269 FOR THE 2017/2018 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 116624 through 117269 for the 2017/2018 school year totaling \$5,736,813.99. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	5,528,529.02
12 Child Development	29,402.98
25 Capital Facilities	30,262.40
40 Special Reserve	6,340.72
68 Workers' Compensation	127,333.06
81 Property/Liability Insurance	<u>14,945.81</u>
Total	\$5,736,813.99

Rationale: Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 116624 through 117269 for the 2017/2018 school year.

RC:MG:gs

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 12826 THROUGH 12924 FOR THE 2017/2018 SCHOOL YEAR AND 12925 THROUGH 12938 FOR THE 2018/2019 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 12826 through 12924 for the 2017/2018 school year and 12925 through 12938 for the 2018/2019 school year.

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: The total amount presented for approval is \$558,982.46 from Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 12826 through 12924 for the 2017/2018 school year and 12925 through 12938 for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 17/18-B039 THROUGH 17/18-B041 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 17/18-B039 through 17/18-B041 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:gs
Attachment

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$140,134 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$140,134
Total:		\$140,134

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$33,316
2000	Classified Salaries	18,049
3000	Employee Benefits	-106
4000	Books and Supplies	105,959
5000	Services & Other Operating Expenses	107,704
9789	Designated for Economic Uncertainties	-58,156
Total:		\$140,134

Explanation: This Resolution reflects an increase to revenue and expenditures for the E-rate offset procedure, an increase in expenditures for the Knowledge Saves Lives staff training, and adjustments to projected expenditures in the unrestricted General Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$411,828 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$49,215
8699	All Other Local Revenue	362,613
	Total:	<u>\$411,828</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$46,657
2000	Classified Salaries	10,166
3000	Employee Benefits	11,158
4000	Books and Supplies	440,417
5000	Services & Other Operating Expenses	-9,814
7000	Other Outgo	6,558
	Total:	<u>\$411,828</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for donations from All the Arts, various school sites, foundations, and PTAs. It also includes increases to Title I, Title II Teacher Quality, Title III Immigrant Education, and the Early Learning program. In addition, adjustments to projected expenditures in the restricted General Fund are also included.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$168
3000	Employee Benefits	-5,199
4000	Books and Supplies	1,485
5000	Services & Other Operating Expenses	3,546
	Total:	\$0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Child Development Fund.

Approved: Dean West, CPA
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY PURCHASE ORDER NUMBERED M40X0001 FOR THE 2018/2019 FISCAL YEAR FOR DISTRICT 40 (VAN DAELE)

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail—Canceled Purchase Orders, or Purchase Order Detail—Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase order numbered M40X0001 for the 2018/2019 fiscal year for District 40 (Van Daele).

RC:MG:gs
Attachment

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M40X0001	COOPERATIVE STRATEGIES LLC	12,000.00	12,000.00	0168750851 5805	Van Daele Facilities / Consultants
	Fund 01 Total:	12,000.00			
	Total Amount of Purchase Orders:	12,000.00			

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED M48R0001 AND M48X0001 FOR THE 2018/2019 FISCAL YEAR FOR DISTRICT 48 (AMERIGE HEIGHTS)

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail—Canceled Purchase Orders, or Purchase Order Detail—Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered M48R0001 and M48X0001 for the 2018/2019 fiscal year for District 48 (Amerige Heights).

RC:MG:gs
Attachment

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 07/24/2018

FROM 07/01/2018 TO 07/05/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M48R0001	US BANK	7,000.00	7,000.00	0168150851 5800	Amerige Heights Facilities / Other Contracted Services
M48X0001	COOPERATIVE STRATEGIES LLC	16,000.00	16,000.00	0168150851 5805	Amerige Heights Facilities / Consultants
	Fund 01 Total:	23,000.00			
	Total Amount of Purchase Orders:	23,000.00			

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1117 FOR THE 2017/2018 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1117 for the 2017/2018 school year. The total amount presented for approval is \$775.14.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

01	General Fund	<u>\$775.14</u>
	Total	\$775.14

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Funding is taken from District 40, General Fund.

Recommendation: Approve/Ratify warrant number 1117 for the 2017/2018 school year (District 40, Van Daele).

RC:MG:gs

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 1193 THROUGH 1194 FOR THE 2017/2018 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1193 through 1194 for the 2017/2018 school year. The total amount presented for approval is \$372,050.61.

Board action is required per Board Policy 3000(b), Roles of Board of Trustees.

01	General Fund	<u>\$372,050.61</u>
	Total	\$372,050.61

Rationale: Warrants are issued by school districts as payment for goods and services.

Funding: Funding is taken from District 48, General Fund.

Recommendation: Approve/Ratify warrants numbered 1193 through 1194 for the 2017/2018 school year (District 48, Amerige Heights).

RC:MG:gs

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: APPROVE AGREEMENT WITH MARK SCHUMACKER FOR PRESENTATION AT THE MANAGEMENT RETREAT ON JULY 27, 2018

Background: The District will be holding their annual retreat for all management employees July 26-27, 2018. The District will be using a guest speaker as part of the retreat with the sole purpose of providing leadership training and ongoing development. It is recommended that the District contract with Mark Schumacker to assist in the training and ongoing support for management on July 27, 2018.

Rationale: When District employees are unable to provide necessary services, the District enters into an independent contractor agreement with individuals who are specially trained, experienced, and competent to provide the required services to the District. This speaker is trained to provide all employees with motivation necessary for maintaining a sense of well-being and balance in their lives.

Funding: The cost not to exceed \$3,000 is to be paid from the General Fund.

Recommendation: Approve agreement with Mark Schumacker for presentation at the Management Retreat on July 27, 2018.

RC:gs
Attachment

AGREEMENT

MARK SCHUMACHER

21942 Bahamas
Mission Viejo, CA 92692
949.677.9700
www.markschumacher.com

This Speaking Agreement will act as the contract and invoice, and will assist you in planning your event.

This signed agreement plus a 50% deposit is required before the event can be confirmed. Please return this agreement via email and send deposit of \$1,500.00 to the following address in order to secure event date:

Mark Schumacher
21942 Bahamas
Mission Viejo, CA 92610

SPEAKER CONTACT:

Name: Mark Schumacher
Phone: 949.677.9700

EVENT INFORMATION:

Event Date: Friday, July 27, 2018 at 9:00AM
Event Name: Management Symposium for Fullerton Unified School District
Location Address: La Quinta – Exact location TBD
Host/Contact: Assistant Superintendent Rob Coghlan
Email: robert_coghlan@myfsd.org

PROGRAM DETAILS:

Mark Schumacher will provide a 50-60 minute keynote address welcoming back the management team for Fullerton Unified School District.

FINANCES:

Speaking Fee: \$3,000.00
Travel Fee: \$0.00
Total: \$3,000.00

Please make check payable to Mark Schumacher.

DEPOSIT:

A 50% deposit of \$1,500.00 is due upon contract acceptance; **balance in full due at or before event.**

NOTE: This document may be used as a contract AND an invoice.

RIGHTS RESERVED:

AGREEMENT

Audio or video taping of Speaker's program is allowed only when the Speaker has granted written permission and the Speaker is guaranteed a first generation copy for his files.

CANCELLATION & REFUND POLICY:

To receive a full refund of your deposit, written cancellation must be received within 45 days of event. A cancellation fee of 50% of contract value plus all travel expenses incurred will be charged for cancellations made less than 45 days of event date. In the event of sickness of or accident to your speaker, or if an event is rendered impossible due to an emergency beyond control of speaker or host, it is understood and agreed that there shall be no claim for damages by either party. In the event of such nonperformance for any of the reasons listed above, fees will be waived.

OTHER SPEAKER NEEDS:

Audio requirements include a quality sound system, which has been tested for proper operation. Microphone preferences are in order below:


- 1) Handheld cordless microphone
- 2) Handheld microphone with at least 30 feet of cord
- 3) Hands free microphone (lapel mic)

Mark's presentation is geared to generate laughter, which is a communal and contagious experience. This works best when audiences are packed into smaller spaces. Large venues with a lot of open or "dead space" are not ideal. Likewise tables, particularly round tables where half the audience has their back to the speaker, are not encouraged. The audience should be seated as close to the stage as possible.

If Mark is speaking at a school, he prefers to have the event in an auditorium. If a gymnasium is the only option, please sit audience only on one side or contact us to discuss other options. Please sit audience directly in front of Mark in a theater style setting. No seating behind or to the sides of Mark while he speaks.

In the event speaker would desire to make use of any special equipment such as video, computer (Power-Point), etc., we will give you ample notification to enable you to make the appropriate arrangements.

ACCEPT AND AGREE:

_____	Robert R. Coghlan, Ph.D.	_____
Host Signature	Host Name Printed	Date
	Mark Schumacher	6/14/18
_____	_____	_____
Speaker Signature	Speaker Name Printed	Date

AGREEMENT

SPEAKER REQUIREMENTS:

In order to ensure the best possible environment for your audience, the following must be in place before Mark Schumacher will be able to speak.

MICROPHONE

- Order of preference for microphone: 1) Wireless Handheld. 2) Handheld microphone with at least 30 feet of cord. 3) Hands free microphone (lapel mic).
- Sound System has been tested for proper operation.

STAGE / LIGHTS

- Mark prefers a well-lit stage that is open and empty. He does not need a podium, but a stool or chair for his notes and water is appreciated.

SEATING ARRANGEMENT

- Please sit audience directly in front of Mark in a theater style setting. No seating behind or to the side of Mark while he speaks.
- If Mark is speaking at a school, he prefers to have the event in an auditorium. If a gymnasium is the only option, sit audience only on one side with the remainder on the gym floor or contact us to discuss other options.
- The audience should be seated as close to the stage as possible.

The Client is responsible for sharing these requirements with the appropriate parties (tech crew, planning committee, etc.). It is very important to distribute this sheet. If these requirements are not followed, Mark does not guarantee the success of his speech.

If you have any questions, please contact us at markaschumacher1@gmail.com or at 949.677.9700.

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE PIGGYBACK BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD STAR FOODS INC., FROM COLTON JOINT UNIFIED SCHOOL DISTRICT FOR THE FOLLOWING PIGGYBACKABLE BID NO. #CJNS-2018/19-BREAD FOR THE DISTRIBUTION OF BREAD AND TORTILLA PRODUCTS FOR THE 2018/2019 SCHOOL YEAR**

Background: Public Contract Code section 20118 and California Ed Code section 17596 provide authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another district.

This contract for services is for a one-year term of July 1, 2018 through June 30, 2019. Agreement documentation is available for review in the Superintendent's Office.

Rationale: Pursuant to section 20118 of the Public Contract Code, District staff determines it is in the best interest of the District to contract for services using the Colton Unified School District Bid No. RFP #CJNS-2018-19-Bread for the distribution of bread and tortilla products for the 2018/2019 school year.

Funding: Funding will be from Nutrition Services Fund.

Recommendation: Approve piggyback between Fullerton School District and Gold Star Foods Inc., from Colton Joint Unified School District for the following Piggybackable Bid No. #CJNS-2018/19-Bread for the distribution of bread and tortilla products for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE PIGGYBACK BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD STAR FOOD, INC. FROM POMONA VALLEY PURCHASING COOPERATIVE FOR THE FOLLOWING PIGGYBACKABLE BID NO. RFP #C-189-003 FOR DISTRIBUTION OF SNACK FOODS AND BEVERAGES FOR THE 2018/2019 SCHOOL YEAR**

Background: Public Contract Code section 20118 and California Ed Code section 17596 provide authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another district.

This contract is for a one-year term of July 1, 2018 through June 30, 2019 with one, one-year renewal period at the option of the Board of Trustees. Piggyback documentation is available for review in the Superintendent's Office.

Rationale: Pursuant to section 20118 of the Public Contract Code, District staff determines it is in the best interest of the District to contract for services using the Pomona Valley Purchasing Cooperative Bid No. RFP #C-189-003 for Distribution of Snack Foods and Beverages.

Funding: Funding will be from Nutrition Services Fund.

Recommendation: Approve piggyback between Fullerton School District and Gold Star Food, Inc. from Pomona Valley Purchasing Cooperative for the following Piggybackable Bid No. RFP #C-189-003 for Distribution of Snack Foods and Beverages for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE PIGGYBACK RENEWAL BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD STAR FOOD, INC., FROM SAN GABRIEL VALLEY FOOD SERVICES CO-OP, AGENCY'S BID NO. RFP #1173-15/16 FOR DISTRIBUTION OF FROZEN AND REFRIGERATED FOODS AND AGENCY'S BID NO. RFP #FS001:15-16 FOR FRESH AND PROCESSED PRODUCE**

Background: Public Contract Code section 20118 and California Ed Code section 17596 provide authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another district.

This original term of the contract is August 1, 2016 through July 31, 2017 with two, one-year renewal periods at the option of the Board of Trustees. This will be the third year. Piggyback documentation is available for review in the Superintendent's Office.

Rationale: Pursuant to section 20118 of the Public Contract Code, District staff recommends renewal of contract for services using the San Gabriel Valley Food Services Co-Op. Agency's Bid No. RFP #1173-15/16 for Distribution of Frozen and Refrigerated Foods and Agency's Bid No. RFP #FS001:15-16 for Fresh and Processed Produce.

Funding: Funding will be from Nutrition Services Fund.

Recommendation: Approve piggyback renewal between Fullerton School District and Gold Star Food, Inc., from San Gabriel Valley Food Services Co-Op, Agency's Bid No. RFP #1173-15/16 for Distribution of Frozen and Refrigerated Foods and Agency's Bid No. RFP #FS001:15-16 for Fresh and Processed Produce.

RC:MB:tg

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE RENEWAL OF AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FOOD FINDERS, INC., FOR THE 2018/2019 SCHOOL YEAR

Background: Nutrition Services prepares fresh meals on a daily basis to be delivered to all school sites in the District. Deliveries of food, beverages, and supplies are made regularly from the Nutrition Center for use in the School Breakfast Program, National School Lunch Program, and Child and Adult Care Food Program. Excess prepared and perishable foods are donated to Food Finders, Inc. This organization will pick up excess food every school day using their vehicles. All staff members who collect food maintain a current food handling certificate.

Food Finders, Inc., was founded in 1989. This organization is a community-based food rescue organization that serves as a conduit for food for people in need. Their vision is to eliminate hunger and food waste while improving nutrition in food-insecure communities. Their inspiration is to end food waste and form liaisons with local vendors working with shelters that could use good, wholesome food to feed needy and impoverished families, children, and the elderly. A copy of the agreement is available for review in the Superintendent's Office.

This agreement may be extended beyond the current year for two additional years if both parties agree to the terms. This will be the third renewal of the maximum two-year rollover. Either party may terminate this agreement upon five-days' prior written notice to the other party.

Rationale: The District is protected from civil and criminal liability for donating food to Food Finders, Inc., under public law 104-210 known as the Bill Emerson Good Samaritan Food Donation Act.

Funding: Not Applicable

Recommendation: Approve renewal of agreement between Fullerton School District and Food Finders, Inc., for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE AWARD OF CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND STIX HOLDINGS, LLC, DOING BUSINESS AS (DBA) PICK UP STIX FOR THE 2018/2019 SCHOOL YEAR**

Background: Nutrition Services conducted the formal bid process for Bid No. 2018/2019 NS-2 Ready-To-Eat Asian Food Delivery Service. All submitted bid packets were evaluated and compared for this category. Each food line item meets or exceeds National School Lunch Program and Child and Adult Care Food Program guidelines. This contract is awarded for the 2018/2019 school year and is eligible for annual renewal for an additional two years upon mutual agreement. Bid sheets are available for review in the Superintendent's Office.

Rationale: Stix Holdings, LLC, DBA Pick Up Stix, is a "fast-casual" restaurant chain that serves fresh Asian cuisine through corporate-owned restaurants and franchises in Southern California. Pick Up Stix also supplies meals to private and public schools as part of the school lunch program. All of the company's entrée items are cooked to order over high-heat burners using traditional woks. For Fullerton School District's school lunch and supper program menu, Pick Up Stix will offer the following flavor bowls with fresh vegetables and brown rice: House Chicken, Teriyaki Chicken, Chili Pineapple Chicken, Orange Chicken, Firecrackers Chicken, and Honey Chicken and Tofu.

Funding: Payment will be from Nutrition Services Fund.

Recommendation: Approve award of contract between Fullerton School District and Stix Holdings, LLC, doing business as (DBA) Pick Up Stix for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D, Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse and Transportation

SUBJECT: **APPROVE AUTHORIZATION TO USE THE STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES CONTRACT 1-18-23-10A, 1-18-23-20A, 1-18-23-23A FOR THE PROCUREMENT OF FLEET VEHICLES AND CARS EFFECTIVE THROUGH APRIL 30, 2020**

Background: The State of California Department of General Services (DGS) Procurement Division annually bids the acquisition of goods and services. Contract 1-18-23-10A, 1-18-23-20A, 1-18-23-23A provides for the procurement of Ford brand fleet vehicles and cars. Staff has reviewed the contract and deemed it a cost-efficient means of procurement.

Rationale: Per the provisions of Public Contracts Code section 20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials, or supplies without advertising for bids if the board has determined it to be in the best interest of the district.

Approval of this request will allow the District to utilize a cost-effective means of procurement.

Funding: Funding from the General Fund is not to exceed \$180,000.

Recommendation: Approve authorization to use the State of California Department of General Services Contract 1-18-23-10A, 1-18-23-20A, 1-18-23-23A for the procurement of fleet vehicles and cars effective through April 30, 2020.

RC:MM:gs

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse and Transportation
SUBJECT: APPROVE PIGGYBACK BID NO. 13-14-0001 FROM ARVIN UNION SCHOOL DISTRICT FOR THE PURCHASE OF FURNITURE AND ACCESSORIES THROUGH DECEMBER 15, 2018

Background: Arvin Union School District Bid No. 13-14-001 for the purchase of furniture and accessories from Sierra School Equipment Company provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid No. 13-14-001.

Rationale: Per the provisions of Public Contract Code section 20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials, or supplies without advertising for bids, if the board has determined it to be in the best interest of the district.

Approval of this request will allow the District to utilize cost-effective means of purchasing furniture and equipment as required throughout the District.

Piggyback documentation is available for review in the Superintendent's Office.

Funding: Cost is not to exceed \$200,000 and will be paid from the General Fund.

Recommendation: Approve Piggyback Bid No. 13-14-0001 from Arvin Union School District for the purchase of furniture and accessories through December 15, 2018.

RC:MM:gs

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse and Transportation

SUBJECT: APPROVE PIGGYBACK BID NO. 218-04, FLEET MANAGEMENT TRACKING SOLUTION BY SYNOVIA SOLUTIONS, FROM PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT THROUGH JUNE 30, 2019 INCLUSIVE OF FUTURE RENEWALS

Background: Placentia-Yorba Linda Unified School District Bid No. 218-04 for the purchase of fleet management tracking solution equipment from Synovia Solutions provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid No. 218-04. This system would include a child safety alert system, electronic inspection tools, routing directions, student monitoring, and enhanced emergency response capabilities.

The Synovia Solutions system will improve customer service by providing real-time GPS tracking, on-time performance reporting, and turn-by-turn navigation. Staff will be able to introduce the "Here Comes the Bus" application that will allow parents and students to receive notifications concerning estimated bus arrival times. Other features include a child safety alert system that is compliant with the new "Child Check" law and a student management portal which will monitor the time and location that the student enters and exits the bus.

Piggyback documentation is available for review in the Superintendent's Office.

Rationale: Per the provisions of Public Contract Code section 20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials, or supplies without advertising for bids if the board has determined it to be in the best interest of the district.

Approval of this request will allow the District to utilize cost-effective means of purchasing.

Funding: Cost is not to exceed \$40,000 and will be paid from the General Fund.

Recommendation: Approve Piggyback Bid No. 218-04, Fleet Management Tracking Solution by Synovia Solutions, from Placentia-Yorba Linda Unified School District through June 30, 2019 inclusive of future renewals.

RC:MM:gs

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D, Assistant Superintendent, Business Services

PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse and Transportation

SUBJECT: **APPROVE AWARD OF CONTRACT TO GORM, INC., PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES CONTRACT NUMBER 4-17-51-0058A, FOR THE PURCHASE OF JANITORIAL SUPPLIES EFFECTIVE THROUGH SEPTEMBER 30, 2021**

Background: The California Multiple Award Schedules (CMAS) contracts are established using products, services, and prices from already existing, competitively assessed, and cost compared multiple award contracts. The products, equipment, services, and prices are occasionally listed with the federal General Services Administration (GSA) multiple award schedule as well. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services, and prices by the District as required.

The District's Purchasing Department has considered procurement methods for the purchase of janitorial supplies and related items and finds that, as applicable, it is in the best interest of the District to procure those items utilizing the CMAS Contract Number 4-17-51-0058A.

Rationale: Per the provisions of Public Contracts Code section 20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials, or supplies without advertising for bids if the board has determined it to be in the best interest of the district.

Approval of this request will allow the District to utilize a cost-effective means of purchasing janitorial supplies as required throughout the District.

Funding: Funding from the General Fund is not to exceed \$300,000.

Recommendation: Approve award of contract to Gorm, Inc., pursuant to the State of California Multiple Award Schedules Contract Number 4-17-51-0058A, for the purchase of janitorial supplies effective through September 30, 2021.

RC:MM:gs

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse and Transportation
SUBJECT: **AWARD CONTRACT FOR UNIT PRICE CONTRACT (UPC) GENERAL CONTRACTOR, FSD-18-19-GF-01, TO NEW DIMENSION GENERAL CONSTRUCTION**

Background: At various times throughout the school year, there is an increased need for school site installation, repairs, maintenance, and replacement work. The award of a unit price contract (UPC) will allow the District to procure general contractor services on an as-needed basis at competitive bid prices.

The Fullerton School District advertised for bids, and three contractors attended a mandatory job walk on June 14, 2018. One contractor submitted a bid on July 27, 2018. The contract term will award a one-year unit price contract with two additional one-year extension period options.

Rationale: Approval of the unit price contract will help expedite work orders and provide extra support on an as-needed basis with Districtwide maintenance.

Funding: Cost not to exceed \$300,000 will come from various funds.

Recommendation: Award contract for unit price contract (UPC) general contractor, FSD-18-19-GF-01, to New Dimension General Construction.

RC:MM:ys

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT, AND REPAIRS FOR FULLERTON SCHOOL DISTRICT OFFICES AND EDUCATIONAL LEADERSHIP CENTER (ELC) TO REMOVE EXISTING CARPET WITH STANDARD FLOOR PREP AND SUPPLY AND INSTALL NEW TANDUS CENTIVA EVENT SERIES SMOKED OAK PLANK LVT AND CARPET TILE**

Background: On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide unit cost contract for carpeting upgrades, replacement, repairs, synthetic grass, sports floors, interlocking tiles, and various geo tiles for Fullerton School District. This specific job was for the removal of existing carpet with standard floor prep and supply and install new Tandus Centiva event series smoked oak plank LVT and carpet tile. This project, Progressive Surfacing Project No. 5- 6-12833, is now complete.

Rationale: As this project is now determined to be complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount is \$33,839.50 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for Districtwide unit cost contract for carpeting upgrades, replacement, and repairs for Fullerton School District offices and Educational Leadership Center (ELC) to remove existing carpet with standard floor prep and supply and install new Tandus Centiva event series smoked oak plank LVT and carpet tile.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6403 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Fullerton School District - Courtyard, 1401 W Valencia, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 10th day of May, 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 24th day of July 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement and Repairs at Fullerton School District, Educational Leadership Center, (ELC), remove existing carpet, with standard floor prep, supply and install new Tandus Centiva Event Series Smoked Oak plank LVT and carpet Tile, Progressive Surfacing Project No. 5-6 12833.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of, _____ 2018, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director , Facilities, Maintenance and Operations
SUBJECT: APPROVE ADDITIVE CHANGE ORDER #1, PACIFIC DRIVE ELEMENTARY SCHOOL, EXTERIOR AND PARTIAL INTERIOR PAINT PROJECT, FSD-17-18-GF-01, TO ASTRO PAINTING CO., INC.

Background: On April 17, 2018, the Board of Trustees approved the award of a contract for Pacific Drive Elementary School Interior and Partial Interior Paint Project, FSD-17-18-GF-01 to Astro Painting Co., Inc.

Rationale: The original contract scope of work has been increased by the following changes:

Change Order #1

Addition for interior painting with a total of 14 doors and frames, 8 cabinets, and 6 windows located where all accent walls will be painted at Pacific Drive Elementary School: \$1,900.

Funding: The project is funded from the General Fund. The new total of this contract is \$91,400.

Recommendation: Approve Additive Change Order #1, Pacific Drive Elementary School, Exterior and Partial Interior Paint Project, FSD-17-18-GF-01, to Astro Painting Co., Inc.

RC:SS:ys
Attachment

CHANGE ORDER NO. 001

PROJECT: Painting at Pacific Drive Elementary School FSD-17-18-GF-01

TO: Fullerton School District

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Interior painting with a total of 14 doors and frames, 8 cabinets, and 6 windows located where all accent walls will be painted.

COST (This cost shall not be exceeded): \$1,900.00

Original Contract Price:	\$	<u>\$89,500.00</u>
Change Order Amount:	\$	<u>\$1,900.00</u>
New Contract Price:	\$	<u>\$91,400.00</u>

TIME FOR COMPLETION: 60 days

Original Completion Date:	<u>July 27, 2018</u>
Time for Completion of CO:	<u>30 days</u>
New Completion Date:	<u>July 27, 2018</u>

NOTE:

Contractor agrees to furnish all labor and materials and perform all of the above-described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 7 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: **AWARD CONTRACT FSD-17-18-GF-10 FOR INSTALLATION OF TWO MODULAR BUILDINGS ACCORDING TO DSA REGULATIONS FOR GOLDEN HILL ELEMENTARY SCHOOL TO ASTRA BUILDERS, INC.**

Background: The Fullerton School District advertised for bids for Golden Hill Elementary School 2018 Modular Buildings, FSD-17-18-GF-10. Six contractors attended a mandatory job walk on June 28, 2018, and three contractors submitted bids on July 16, 2018.

Due to increased enrollment at Golden Hill Elementary School, the Board of Trustees authorized the purchase of two modular classroom buildings. The modular buildings will require the work of a licensed contractor to comply with DSA-imposed site improvements and regulations.

Pursuant to Public Contract Code section 20111(b), the current bid threshold for public agency construction contracts is \$15,000. The estimated cost of the project, including soft costs and contingency, is in excess of the current bid limit. Therefore, the District went out to bid for the contract. The successful low bidder was Astra Builders, Inc., with a base bid of \$789,546.

Rationale: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation. Three contractors submitted bids on July 16, 2018.

Funding: The contract amount is \$789,546 to be paid from the General Fund.

Recommendation: Award contract FSD-17-18-GF-10 for installation of two modular buildings according to DSA regulations for Golden Hill Elementary School to Astra Builders, Inc.

RC:SS:ys

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: **APPROVE THE USE OF CMAS CONTRACTS NUMBERED 3-18-70-2492J AND 3-16-70-2492H (RESILIENT COMMUNICATIONS, INC.) FOR THE PURCHASE OF IP (INTERNET PROTOCOL) TELEPHONES AND SUPPORTING EQUIPMENT**

Background: The District wants to purchase new telephones and supporting equipment for the District Office and all school sites. These switches would be replacement for aging telephones throughout the District.

Rationale: The current telephone system was purchased 20 years ago and uses analogue system technology. Currently, the existing system does not support the functionality of modern telephone system features and is becoming more expensive to maintain.

Funding: The total cost for the District portion only, including the costs for the supporting network equipment for all sites, is \$138,309. The remaining school site telephones would be purchased one site at a time.

Recommendation: Approve the use of CMAS contracts numbered 3-18-70-2492J and 3-16-70-2492H (Resilient Communications, Inc.) for the purchase of IP (internet protocol) telephones and supporting equipment.

RC:SR:kv
Attachment

Quote No: DID 38022009

Fullerton School District

Project Name:

FSD - DO Only Voice w Webex Boards

Created On:

19 Jun 2018

Expiration Date:

21 Jul 2018

Created with Library:

16.0.2870

Library Creation Date:

18 Jun 2018

Main Currency:

USD

Price List Used:

Cisco - Global Price List US Availability(Online)



Instance Name	Catalog Num	Vendor	Description	Unit Price	Final Price	Qty	Total Price
Products							
ATA190[2]	ATA190	Cisco	UC 2 Port Analog Telephone Adapter	350.00	136.50	2	273.00
ATA-PWRCLIP-NA	ATA-PWRCLIP-NA	Cisco	ATA power clip for North America	0.00	0.00	2	0.00
BE7M-M5-K9[2]	BE7M-M5-K9	Cisco	Cisco Business Edition 7000M (M5) Appliance, Export Restr SW	30000.00	11700.00	2	23400.00
BE7K-CPU	BE7K-CPU	Cisco	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz	Included	0.00	2	0.00
BE7K-DISK[14]	BE7K-DISK	Cisco	300GB 12G SAS 10K RPM SFF HDD	Included	0.00	28	0.00
BE7K-NIC[2]	BE7K-NIC1	Cisco	Intel i350 Quad Port 1Gb Adapter	Included	0.00	4	0.00
BE7K-PCIERISER	BE7K-PCIERISER	Cisco	Riser 1B incl 3 PCIe slots (x8, x8, x8); all slots from CPU1	Included	0.00	2	0.00
BE7K-PSU[2]	BE7K-PSU	Cisco	Cisco UCS 1050W AC Power Supply for Rack Server	Included	0.00	4	0.00
BE7K-RAIDCTRLR	BE7K-RAIDCTRLR	Cisco	Cisco 12G Modular RAID controller with 4GB cache	Included	0.00	2	0.00
BE7K-RAM[6]	BE7K-RAM	Cisco	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	Included	0.00	12	0.00
R2XX-RAID5	R2XX-RAID5	Cisco	Enable RAID 5 Setting	Included	0.00	2	0.00
CAB-N5K6A-NA[2]	CAB-N5K6A-NA	Cisco	Power Cord, 200/240V 6A North America	0.00	0.00	4	0.00
VMW-VS6-FND-K9	VMW-VS6-FND-K9	Cisco	Embedded License, Cisco UC Virt. Foundation 6.x (2-socket)	2499.00	974.61	2	1949.22
CP-8841-K9=[95]	CP-8841-K9=	Cisco	Cisco IP Phone 8841	515.00	200.85	95	19080.75
CP-8845-K9=[5]	CP-8845-K9=	Cisco	Cisco IP Phone 8845	575.00	224.25	5	1121.25
CS-BOARD70-K9[2]	CS-BOARD70-K9	Cisco	Cisco Spark Board 70	42900.00	16731.00	2	33462.00
CAB-ETH-5M-GR+	CAB-ETH-5M-GR+	Cisco	CAB (16,4 feet / 5m) GREY ETHERNET	Included	0.00	2	0.00
SPARK-BOARD70	SPARK-BOARD70	Cisco	Cisco Spark Board 70 - unit	Included	0.00	2	0.00
SPBOARD-CBLMGMT	SPBOARD-CBLMGMT	Cisco	Cisco Spark Board, Cable Management Kit	Included	0.00	2	0.00
CS-BOARD70-WMK	CS-BOARD70-WMK	Cisco	Cisco Spark Board 70 Wall Mount Kit	0.00	0.00	2	0.00
PWR-CORD-USA-F	PWR-CORD-USA-F	Cisco	Power Cord for United States of America 4.5m 10A	0.00	0.00	2	0.00
EMRGNCY-RSPNDR	EMRGNCY-RSPNDR	Cisco	Emergency Responder Electronic or Physical Software Delivery	0.00	0.00	1	0.00
ER-NEW-OR-ADDON	ER-NEW-OR-ADDON	Cisco	Not an upgrade	0.00	0.00	1	0.00
ER12-USR-1[100]	ER12-USR-1	Cisco	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 12X SYSTEM	20.00	7.80	100	780.00
ER12.0-SW-K9	ER12.0-SW-K9	Cisco	EMRGNCY RSPNDR 12.0 SW NEW	0.00	0.00	1	0.00
ISR4351-V/K9[2]	ISR4351-V/K9	Cisco	Cisco ISR 4351 UC Bundle, PVD4-64, UC License, CUBEE25	11000.00	4290.00	2	8580.00
FL-CUBEE-25	FL-CUBEE-25	Cisco	Unified Border Element Enterprise License - 25 sessions	Included	0.00	2	0.00
MEM-43-4G	MEM-43-4G	Cisco	4G DRAM (1 x 4G) for Cisco ISR 4300	Included	0.00	2	0.00
MEM-FLSH-4G	MEM-FLSH-4G	Cisco	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	Included	0.00	2	0.00
NIM-BLANK[2]	NIM-BLANK	Cisco	Blank faceplate for NIM slot on Cisco ISR 4400	Included	0.00	4	0.00
POE-COVER-4450	POE-COVER-4450	Cisco	Cover for empty POE slot on Cisco ISR 4450	Included	0.00	2	0.00
PVDM4-64	PVDM4-64	Cisco	64-channel DSP module	Included	0.00	2	0.00
PWR-4450-AC	PWR-4450-AC	Cisco	AC Power Supply for Cisco ISR 4450 and ISR4350	Included	0.00	2	0.00
SISR4300UK9-316S	SISR4300UK9-316S	Cisco	Cisco ISR 4300 Series IOS XE Universal	Included	0.00	2	0.00
SL-4350-IPB-K9	SL-4350-IPB-K9	Cisco	IP Base License for Cisco ISR 4350 Series	Included	0.00	2	0.00
SL-4350-UC-K9	SL-4350-UC-K9	Cisco	Unified Communication License for Cisco ISR 4350 Series	Included	0.00	2	0.00
SM-S-BLANK[2]	SM-S-BLANK	Cisco	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	Included	0.00	4	0.00
CAB-AC	CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	2	0.00
NIM-2MFT-T1/E1	NIM-2MFT-T1/E1	Cisco	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	2200.00	858.00	2	1716.00
USE-BUNDLED-PVDM	USE-BUNDLED-PVDM	Cisco	Choose to assemble the PVDM in a Voice bundle on T1/E1 card	0.00	0.00	2	0.00
R-UCL-UCM-LIC-K9	R-UCL-UCM-LIC-K9	Cisco	Top Level SKU For 9.x/10.x User License - eDelivery	0.00	0.00	1	0.00
EXPWY-VE-C-K9[2]	EXPWY-VE-C-K9	Cisco	Cisco Expressway-C Server, Virtual Edition	Included	0.00	2	0.00
EXPWY-VE-E-K9[2]	EXPWY-VE-E-K9	Cisco	Cisco Expressway-E Server, Virtual Edition	Included	0.00	2	0.00
LIC-EXP-AN[2]	LIC-EXP-AN	Cisco	Enable Advanced Networking Option	Included	0.00	2	0.00
LIC-EXP-DSK[100]	LIC-EXP-DSK	Cisco	Expressway Desktop Endpoint License	Included	0.00	100	0.00
LIC-EXP-E-PAK	LIC-EXP-E-PAK	Cisco	Expressway Series, Expressway-E PAK	Included	0.00	1	0.00
LIC-EXP-E[2]	LIC-EXP-E	Cisco	Enable Expressway-E Feature Set	Included	0.00	2	0.00
LIC-EXP-GW[4]	LIC-EXP-GW	Cisco	Enable GW Feature (H323-SIP)	Included	0.00	4	0.00
LIC-EXP-SERIES[4]	LIC-EXP-SERIES	Cisco	Enable Expressway Series Feature Set	Included	0.00	4	0.00
LIC-EXP-TURN[2]	LIC-EXP-TURN	Cisco	Enable TURN Relay Option	Included	0.00	2	0.00
LIC-SW-EXP-K9[4]	LIC-SW-EXP-K9	Cisco	License Key Software Encrypted	Included	0.00	4	0.00

LIC-UCM-12X-ENH[100]	LIC-UCM-12X-ENH	Cisco	UC Manager Enhanced 12.x License	Included	0.00	100	0.00
SW-EXP-8.X-K9	SW-EXP-8.X-K9	Cisco	Software Image for Expressway with Encryption, Version X8	Included	0.00	1	0.00
CUCM-VERS-12.0	CUCM-VERS-12.0	Cisco	CUCM Software version 12.0	0.00	0.00	1	0.00
LIC-CUCM-12X-ENH[100]	LIC-CUCM-12X-ENH	Cisco	UC Manager-12.x Enhanced Single User License	210.00	81.90	100	8190.00
UNITYCN12-K9	UNITYCN12-K9	Cisco	Unity Connection 12.x Software (E-Delivery Only)	0.00	0.00	1	0.00
LIC-SPCHVIEW-DEMO	LIC-SPCHVIEW-DEMO	Cisco	SpeechView Unity Connection Demo for 50 users for 6 months	Included	0.00	1	0.00
UCXN-12X-SC-PORTS[2]	UCXN-12X-SC-PORTS	Cisco	Unity Connection 12.x SpeechConnect Ports	Included	0.00	2	0.00
UNITYCN12-STD-USR[100]	UNITYCN12-STD-USR	Cisco	One Unity Connection 12.x Voice Messaging User	75.00	29.25	100	2925.00

Maintenance

CON-ECDN-SPARKBD7	CON-ECDN-SPARKBD7	Cisco	ESS WITH 8X5XNBD Cisco Spark Board 70	1499.00	1049.30	2	2098.60
CON-ECMU-EMRGNCY	CON-ECMU-EMRGNCY	Cisco	SWSS UPGRADES EMRGNCY RSPNDR	0.00	0.00	1	0.00
CON-ECMU-ER12USR1	CON-ECMU-ER12USR1	Cisco	SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 12X	2.00	1.40	100	140.00
CON-ECMU-LICCUCHM	CON-ECMU-LICCUCHM	Cisco	SWSS UPGRADES UC Manager-12.x Enhanced Single User Lic	34.00	23.80	100	2380.00
CON-ECMU-RUCLUCK9	CON-ECMU-RUCLUCK9	Cisco	SWSS UPGRADES Top Level SKU For 9.	0.00	0.00	1	0.00
CON-ECMU-UNITYDNR	CON-ECMU-UNITYDNR	Cisco	SWSS UPGRADES One Unity Connection 12.x Voice Messagin	15.00	10.50	100	1050.00
CON-ECMU-UNITYKN1	CON-ECMU-UNITYKN1	Cisco	SWSS UPGRADES Unity Connection 12.x Software (E-Delive	0.00	0.00	1	0.00
CON-ECMU-VMWVS6FN	CON-ECMU-VMWVS6FN	Cisco	SWSS UPGRADES Embedded License, Cisco UC Virt. Foundat	300.00	210.00	2	420.00
CON-SNT-BE7MM5K9	CON-SNT-BE7MM5K9	Cisco	SNTC-8X5XNBD Cisco Business Edition 7000M (M5) Applia	466.00	326.20	2	652.40
CON-SNT-ISR4351V	CON-SNT-ISR4351V	Cisco	SNTC-8X5XNBD Cisco ISR 4351 UC Bundle, PVDM4-64, UC L	1353.00	947.10	2	1894.20

Subscriptions

A-SPK-SH	A-SPK-SH	Cisco	Spark Shared Resources	0.00	0.00	1	0.00
A-SPK-SH-ND-SR[2]	A-SPK-SH-ND-SR	Cisco	Cisco Spark Devices upfront purchase registration	354.00	354.00	2	708.00
A-SPK-SH-RMCT-X[2]	A-SPK-SH-RMCT-X	Cisco	Spark Shared Device Count	0.00	0.00	2	0.00
SVS-SPK-SUPT-BAS	SVS-SPK-SUPT-BAS	Cisco	Basic Support for Cisco Spark	0.00	0.00	1	0.00

Services

Products	\$101,477.22
Maintenance	\$8,635.20
Subscriptions	\$708.00
Services	\$18,900.00
Tax	\$8,588.58
Total	\$138,309.00

Cisco Webex Boards Info:

<https://www.cisco.com/c/en/us/products/collaboration-endpoints/webex-board/index.html>

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 4 (APRIL 1, 2018- JUNE 30, 2018)

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

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	None	N/A
Instructional Material Issues	None	N/A
Credentialing Issues	None	N/A
Other	None	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2018- June 30, 2018).

CH:nm
Attachment



2017-18 Quarterly Report Williams Legislation Uniform Complaints

District: Fullerton School District

District Contact: Nina Mota

Title: Administrative Secretary

- Quarter #1 July 1 - September 30, 2017 **Report due by October 27, 2017**
- Quarter #2 October 1 - December 31, 2017 **Report due by January 26, 2018**
- Quarter #3 January 1 - March 31, 2018 **Report due by April 27, 2018**
- Quarter #4 April 1 - June 30, 2018 **Report due by July 27, 2018**

Check the box that applies:

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

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Robert Pletka, Ed.D.

Signature of Superintendent: _____ Date: _____

Please submit to:

Thea Savas
 Senior Administrative Assistant
 200 Kalmus Drive, B-1009
 P.O. Box 9050, Costa Mesa, CA 92628-9050

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: **APPROVE RETAINER AGREEMENT OF LEGAL SERVICES WITH THE LAW OFFICES OF BEST, BEST & KRIEGER EFFECTIVE DURING THE 2018/2019 FISCAL YEAR**

Background: The District wishes to renew its contract with the Law Offices of Best Best & Krieger to continue to provide legal services on behalf of the District. In accordance with the current agreement and with the U.S. Department of Labor in its All Urban Consumers Index, hourly rates are adjusted annually on July 1st.

The hourly rate and services charges are as follows:

<u>Basic Services</u>	
General Counsel, Special Education, and Labor Advice	\$264 per hour
Paralegal	\$146 per hour
Clerk	\$146 per hour
<u>Litigation Services</u>	
Partners	\$309 per hour
Counsel	\$309 per hour
Assoc. Attorney	\$280 per hour
Paralegal	\$168 per hour
Clerk	\$168 per hour

Rationale: The Law Offices of Best Best & Krieger will provide legal expertise on a variety of items ranging from personnel discipline to labor relations.

Funding: The cost for legal services will be paid from the Unrestricted General Fund at the above referenced hourly rates.

Recommendation: Approve Retainer Agreement of legal services with the Law Offices of Best, Best & Krieger effective during the 2018/2019 fiscal year.

CH:nm



BEST BEST & KRIEGER
ATTORNEYS AT LAW

INDIAN WELLS
(760) 568-2611

IRVINE
(949) 263-2600

LOS ANGELES
(213) 617-8100

ONTARIO
(909) 989-8584

JOSEPH SANCHEZ
(619) 525-1300
JOSEPH.SANCHEZ@BBKLAW.COM

655 WEST BROADWAY, 15TH FLOOR, SAN DIEGO, CA 92101
PHONE: (619) 525-1300 | FAX: (619) 233-6118 | WWW.BBKLAW.COM

RIVERSIDE
(951) 686-1450

SACRAMENTO
(916) 325-4000

WALNUT CREEK
(925) 977-3300

WASHINGTON, DC
(202) 785-0600

July 2, 2018

VIA E-MAIL AND U.S. MAIL

Dr. Robert Pletka, Superintendent
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

Re: Engagement Letter for Legal Services.

Dear Dr. Pletka:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent the Fullerton School District ("FSD"). This letter constitutes our agreement (hereafter "Agreement") setting the terms of Best Best & Krieger LLP's representation of FSD on all legal matters that currently exist or that might arise in the future for which FSD seeks representation by Best Best & Krieger LLP.

TERM

Our representation shall be effective for a period of five (5) years or until terminated as set forth below. At any time, with or without cause, either party shall have the right, in their sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party. In the event of such termination, Best Best & Krieger LLP shall be paid for all services authorized by FSD and performed up through and including the effective date of termination.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

Dr. Robert Pletka
Fullerton School District
July 2, 2018
Page 2



Of note, Best Best & Krieger uses a computerized conflict check system, which we will use to analyze for potential conflicts every specific legal matter the firm handles for FSD. We will review the parties' names, attorneys names, subject matter involved, etc., to determine if a potential conflict exists. If a conflict is discovered, appropriate action is taken as required under the Rules of Professional Conduct.

FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for legal services rendered by attorneys under this agreement at the following rates:

- General Counsel, Special Education and Labor Advice work at a blended rate of \$264.00 per hour for attorneys. Law clerks and paralegals will be billed at \$146.00 per hour for this work.
- Litigation Matters will be billed at \$309.00 per hour for partners and of counsel attorneys, \$280.00 per hour for associate attorneys and \$168.00 for paralegals and law clerks.

Rates are subject to annual review in June of each year, with any new agreed-upon rate becoming effective on July 1. In the absence of any mutually agreeable rate increase, the rates set forth herein will be adjusted annually on July 1 of each fiscal year (beginning with July of 2019), for the increase in the cost of living as shown by the U.S. Department of Labor in its All Urban Consumers Index as set forth for the Los Angeles-Anaheim-Riverside area.

Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of FSD, as well as other specific expenses, will be billed in addition to the amount billed for professional fees. These fees currently include automobile mileage for travel at the current Internal Revenue Service rate per mile, court filing fees and other court-related expenditures including court reporter and transcription fees incurred by counsel on behalf of FSD, document delivery charges, computer research, photocopy charges, postage charges and any costs of producing or reproducing photographs. Notwithstanding the above, Best Best & Krieger agrees to bill costs for mileage as if the attorney incurring the mileage originates from the firm's Irvine office. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all routine word processing, secretarial and office costs associated with the provision of legal services pursuant to this Agreement.

Best Best & Krieger LLP shall submit monthly statements to FSD for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall

Dr. Robert Pletka
Fullerton School District
July 2, 2018
Page 3



clearly set forth by date the nature of the work performed, the time spent on a task and the attorney/paralegal/clerk performing the task.

INSURANCE

Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. We agree to notify you if this policy is cancelled or non-renewed.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines, when good cause is provided. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your files, we will retain your files for five years. After five years, we may have your files destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. Please indicate the District's agreement to the terms and conditions set forth in this letter by signing, dating, and returning this letter in the enclosed envelope. A courtesy copy is also provided for your records. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in legal matters. If

Dr. Robert Pletka
Fullerton School District
July 2, 2018
Page 4



you have any questions at any time about our services or billings, please do not hesitate to call me.

Sincerely,

Joseph Sanchez
of BEST BEST & KRIEGER LLP

JS:djg
Enclosure(s)

AGREED AND ACCEPTED:

Robert Pletka, Superintendent

Dated: _____

CONSENT ITEM

DATE: July 24, 2018
TO: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
FROM: Laurie Bruneau, Director, Risk Management
SUBJECT: **APPROVE/RATIFY AGREEMENT WITH KNOWLEDGE SAVES LIVES TO PROVIDE EMERGENCY PREPARATION TRAINING FOR ALL STAFF APRIL 17, 2018 THROUGH OCTOBER 30, 2018.**

Background: One of the goals for Risk Management is to provide ongoing emergency preparedness training for staff. The Fullerton School District will partner with our general liability provider ASCIP to share the cost of providing this necessary emergency training. Those who attend will learn information on how to protect students and staff in the event of an intruder or active shooter situation occurring on a school campus. The District has offered general sessions to all staff and will continue providing training and assessments as requested by District sites. Dates are to be determined. Knowledge Saves Lives will conduct 10 sessions by the end of October 2018.

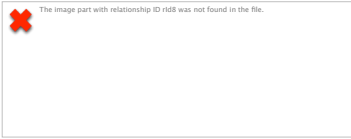
Rationale: Safety training prepares staff to respond to emergency situations that may arise during the course of a school day.

Funding: Cost not to exceed \$45,000 and is to be charged to the Risk Management fund #81, budget #524.

Recommendation: Approve/Ratify agreement with Knowledge Saves Lives to provide emergency preparation .

CH:LB
Attachment

TRAINING SERVICES CONTRACT
between
The Fullerton School District
And
Knowledge Saves Lives Incorporated



Contract No. CT-18-114-001

This Consulting/Training Services Contract ("Contract") is made by and between The Fullerton School District ("Client") and Knowledge Saves Lives Inc. ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: Knowledge Saves Lives Inc. (KSL INC.)
Physical Address: 3321 G Street, Suite C
City, State, ZIP: Merced, CA 95340
Mailing Address: P.O Box 1366
City, State, ZIP: Los Banos, CA, 93635
Telephone: (209) 710-0271
Facsimile: (209) 325-4296
Email: Training@knowledgesaveslives.com

Contractor will submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Corporation -EIN#27-22307884 California Corporation #3285310 Registered and Licensed since March 10th 2010

TERMS AND CONDITIONS

- 1. Term and Termination.** This Contract becomes effective on 4/7/18. Unless earlier terminated as provided below, this Contract shall continue through 10/30/18.
- 2. Detailed Description of Services / Statement of Work.** "See Exhibit A" Statement of work.
- 3. Recitals.**
 - a. Consultant.** Contractor is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the client.
 - b. Project.** Client desires to engage Consultant to render its services for 90 days (the "Project").
 - c. General Scope of Services.** Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit A (Statement of Work) attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 4. Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A Payment Terms

Exhibit B Statement of Work

- 5. Reimbursable Expenses; Maximum Total Payment; Invoicing.** Client will make no payment until this Contract is fully executed by the authorized representatives of both parties.
- a. Reimbursable Expenses (please check all that apply): Client shall reimburse Contractor for the following Contractor expenses: **NONE**
- Client shall pay Contractor as described in attached Exhibit A
- b. Invoicing (please check one):
- Invoicing and payment shall be as follows: Upon acceptance, invoice approval, and according to this Contract's Terms and Conditions. Client shall pay invoices net 30 days.
- 6. Other Payment Issues.**
- a. Method of Payment: Unless otherwise specified in Section 4 (Reimbursable Expenses; Maximum Total Payment; Invoicing) Client shall pay Contractor net 30 days upon invoice approval and work acceptance.
- b. Payment on Early Termination: Upon termination, pursuant to Section 14 (Early Termination), Client shall pay Contractor as follows:
- (i) If Client terminates this Contract for its convenience under Section 14(a) or 14(b), then Client must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Client shall not be liable for any direct, indirect, or consequential damages. Termination by Client shall not constitute a waiver of any other claim Client may have against Contractor.
- (ii) If Contractor terminates this Contract under Section 14(c) due to Client's breach, then Client shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
- (iii) If Client terminates this Contract under Sections 14(c) or 14(d) due to Contractor's breach, then Client must pay Contractor for work performed before the termination date less any setoff to which Client is entitled and if and only if Contractor performed such work in accordance with this Contract.
- 7. Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to Client any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. Client alone reserves the right to reject any changes to this Contract it deems unacceptable.
- 8. Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the Client. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement. Any additional personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Client shall provide Consultant with a copy of the prevailing rates of per diem wages. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
- If the Client is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Contractor will be required to enforce the Client's Labor Compliance Program ("LCP"), as applicable.
- 9. Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of Client. Client may withhold such consent for any or no reason. If Client consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this

Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Client.

- 10. Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 11. No Third-Party Beneficiaries.** Client and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 12. Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Client, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.
- 13. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- Mutual:** Client and Contractor may terminate this Contract at any time by their written agreement.
 - Client's Sole Discretion:** Client in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - Breach:** Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - Contractor Licensing, etc.:** Notwithstanding Section 14.c, Client may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - Furlough:** Client reserves the right to terminate or otherwise suspend this Contract if Client's Board determines that funding is insufficient to remain fully open and calls for a Client-wide furlough or similar temporary Client reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.
- 14. Remedies.** In case of Contractor breach and in addition to the provisions of Sections 13 and 14, Client shall be entitled to any other available legal and equitable remedies. In case of Client breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 15. Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to Client.
- 16. Ownership of Work Products.** Contractor agrees that all work products created or developed for Client by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the Client. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Client a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *Client claims no right to any pre-existing work product of Contractor provided to Client by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for Client use only.*
- 17. Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the services and the conditions under which the services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures;(2) instructions in accident prevention for all employees and subcontractors, such as providing personal protective equipment such as ear plugs and safety glasses. The client is responsible for

the attendees wearing appropriate shoes and not allowing open toed shoes such as heels or sandals during a training event. The client is responsible for maintaining adequate facilities for the proper inspection and maintenance of all safety measures.

- 18. Unsupervised Contact with Students.** “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct Client supervision. As required by Client policy, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on Client property. Contractor will work with Client to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify Client before beginning any work that could result in such contact. Contractor authorizes Client to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who may have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize Client to conduct these background checks. Contractor shall pay all fees for processing the background check. Client may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
- 19. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information.** Except in very specific circumstances in accordance with the law, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of Client. If Client grants permission, Contractor is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA’s requirements, personally identifiable information obtained by Contractor in the performance of this Contract must be used only for the purposes identified in this Contract.
- 20. Security.** Any disclosure or removal of any Client matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against Client because of Contractor’s willful or negligent release of information, documents, or property contained in or on Client property. Client hereby deems all information, documents, and property contained in or on Client property privileged and confidential.
- 21. Employee Removal.** At Client’s request, Contractor shall immediately remove any Contractor employee from all Client properties in cases where the Client in its sole discretion determines that removal of that employee is in the Client’s best interests.
- 22. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 23. Indemnification.**
 - a. Contractor shall defend, indemnify, and hold harmless (“Indemnification”) the Client, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against Client for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors (of all tiers) related to Contractor’s performance under this Contract. Contractor’s Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to Client. Contractor’s Indemnification of Client shall not apply to damage, injury, or death caused by the sole negligence or willful misconduct of Client, its officers, directors, employees, volunteers, or agents. Client will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
 - b. Client shall defend, indemnify and hold harmless Contractor, its officers, directors, agents, volunteers, and employees from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys’ fees) that the Products or Work Product or that the Client’s use of the Product or services resulted in Post Traumatic Stress Disorder (PTSD) or other mental or physical condition as a result in participation in any approved training event.

- 24. Insurance.** The Contractor shall, at its sole cost and expense, maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. The following insurance coverage(s), as applicable, are required:
- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection. The Client, its Board of Trustees, and their officials, employees, and agents shall be named as additional insureds by. There shall be no limitations on the coverage afforded to the Client, its Board of Trustees, and their officials, employees, and agents.
 - b. The Contractor WILL NOT be providing services that require Contractor to transport Client personnel.
 - c. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.
 - d. The Contractor IS NOT required to obtain Professional Liability / Errors & Omissions (E&O) liability insurance.
- 25. Waiver; Severability.** Waiver of any default or breach under this Contract by Client does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
- 26. Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. The parties further agree not to discriminate in their employment or personnel policies.
- 27. Conflict of Interest.** Contractor shall disclose to Client any outside activities or interests that conflict or may conflict with the interests of the Client. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor may be involved with on behalf of the Client, or (2) any activity that Contractor may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the Client's Conflict of Interest Code. Contractor shall be subject to the broadest disclosure category in the Client's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of Client, during the term of his or her service with Client, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 28. Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, gender identity, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of Client's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Contractor must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Contract and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the contract.
- 29. Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the Client's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor must provide for the completion of a Fingerprint Certification form, in the Client's required format, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the Client's pupils. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

- 30. Confidentiality.** Contractor hereby acknowledges that certain records and information maintained by the Client, or by Contractor on behalf of the Client, are protected by law and shall not be released to third parties without express authorization from the Client. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Contractor by Client in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Contractor. Contractor agrees that information acquired by Contractor during meetings with the Client's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the Client.
- 31. Controlling Law; Venue.** The parties agree that California law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Orange County, California.
- 32. Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 33. Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 34. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in [insert the desired place of arbitration] before [one/three] arbitrator(s). The arbitration shall be administered by the district's appointed arbitrator pursuant to its arbitration rules and procedures, if any. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 35. Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 36. Notices.** All notices or demands of any kind required or desired to be given by Client or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

Signature

Paul Llanez, Chief Executive Officer
Authorized Representative Printed Name

June 19th 2018
Date

CLIENT

Signature

Printed Name Client Authorized Representative

Date

MAIL CORRESPONDENCE TO

Luiana Irizarry, Client Services Director
Knowledge Saves Lives Inc.
3321 G Street, Suite C
Merced, CA 95340

EXHIBIT A

PAYMENT TERMS

The Fullerton School District shall pay Knowledge Saves Lives Incorporated the total amount of

\$27,475.00

For services described in the attached document. Invoice payments should be made to:

Knowledge Saves Lives Inc.

PO Box 1366

Los Banos, CA 93635

Emergency preparedness training events which were conducted on April 7th, April 14th and April 21st, 2018 (\$16,485)

Future training events to be conducted at Parks Junior High - August 29st - 1:30PM - (Paid by ASCIP)

Future training events to be conducted at Nicholas - September 12st - 1:30PM (Paid by ASCIP)

Future Training event to be conducted at Ladera Vista School - September 26th - 8:00AM (\$5,495)

Future training event conducted at Orangethorpe School - October 3rd - 1:30PM (\$5,495)

Knowledge Saves Lives Inc.

PO Box 1366

Los Banos CA 93635

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EXHIBIT B

STATEMENT OF WORK

Contractor shall provide the following services:

(7) Individual Emergency Preparedness Safety Training events for the employees of the Fullerton School District. The future training events (4) will consist of 4-hour, site specific active threat training for each individual campus. The training is designed for all staff assigned to the individual campus. KSL is responsible for providing the emergency preparedness training as well as follow course evaluations and after-action report of each training to the district.

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CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE PRACTICUM AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CHEMEKETA COMMUNITY COLLEGE, YAMHILL VALLEY FOR SPEECH-LANGUAGE PATHOLOGY ASSISTANCE EFFECTIVE AUGUST 13, 2018 THROUGH JUNE 30, 2019

Background: Chemeketa Community College, Yamhill Valley in Oregon has established training programs in Speech-Language Pathology Assisting and wishes to partner with the Fullerton School District to allow practicum experience for one of their students local to the District.

The terms of the agreement shall be effective as of August 13, 2018 and may be terminated by either party with written notice.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve Practicum Agreement between Fullerton School District and Chemeketa Community College, Yamhill Valley for Speech-Language Pathology Assistance effective August 13, 2018 through June 30, 2019.

CH:nm
Attachment



Master Agreement No. _____

PRACTICUM AGREEMENT FOR PLACEMENT OUTSIDE OREGON
Speech-Language Pathology Assisting Program

This agreement is by and between Fullerton School District, hereafter called Site, and Chemeketa Community College, hereafter called College.

1.0 RECITALS

College has established training programs in Speech-Language Pathology Assisting providing education in Speech-Language Pathology Assisting which require the facilities of schools, clinics and other sites for practicum education.

Sites provide practicum facilities suitable for educational needs of the program. Parties agree that mutual benefits will result from ensuring that students have opportunities for Practicum education prior to entry employment as Speech-Language Pathology Assistants.

2.0 PURPOSE OF AGREEMENT

It is the intention of the parties by and through this agreement to prepare students, assigned to the program(s) established by this agreement, for positions requiring entry level speech-language pathology assistants. Students are expected to acquire the needed skills through participation with the parties of this agreement. These skills are further described in Attachment A. Course Outline which is incorporated herein by this reference.

Specific student assignments shall be made according to a separate student practicum site agreement attached as Attachment B. which is incorporated herein by this reference.

3.0 TERM AND TERMINATION

The parties agree that the term of this agreement shall be effective as of the date of last signature by all parties and shall continue for an initial term of August 13, 2018 through June 30, 2019 unless terminated as provided herein. Thereafter, this agreement shall renew automatically in one year increments for a period not to exceed five years from the end of the initial contract term unless either party notifies the other of its intention not to renew by giving written notice 90 days in advance of the renewal period delivered by first class mail or in person. This agreement may be terminated at any time by mutual consent of both parties. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

4.0 CONSIDERATION

The parties enter into this agreement in consideration of the mutual benefits and obligations herein.

5.0 UNDER THE TERMS OF THIS AGREEMENT THE COLLEGE SHALL:

- a) assume full responsibility for offering an approved educational program;
- b) provide sustained general supervision for all students and the overall coordination of training activities;
- c) provide and plan for initial orientation and subsequent opportunities for participating College faculty and Site personnel to discuss and evaluate the practicum students;
- d) assume responsibility for all student records;
- e) assure that the established course outline is followed;
- f) respect the confidential nature of student and Site records;
- g) Maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for College and College's students participating in practicum placement and provide Site with a certificate of insurance evidencing the coverage required by this agreement upon request;
- h) indemnify, defend and hold harmless Site, its officers, directors, employees and members of its Staff who participate in the speech-language pathology assistant program offered through College at Site from and against all claims, damages, losses and liabilities arising from the acts or omissions of College or College's faculty or students with respect to the speech-language pathology assistant program offered at Site;
- i) provide students and instructors with training about federal HIPAA regulations and any and all applicable ORS or OAR which implement HIPAA regulations;
- j) Require students and faculty to review the institutions HIPAA guidelines prior to their assignment and to use its protocols during their clinical rotation at the Site sites;
- k) ensure that students assigned to the Site meet both College and Site standards of health and have the academic ability to profit from the experience;
- l) schedule and assist in evaluation conferences.
- m) assure that the established course outline is followed.
- n) Ensure that students will have passed a criminal background check prior to assignment to the Site pursuant to applicable law in the state where the Site is located

6.0 UNDER THE TERMS OF THIS AGREEMENT SITE SHALL:

- a) provide practicum facilities, supervision, and guided work experience; maintain approved standards of health care practice; assist with evaluation of student performance as needed;
- b) Follow established course outline which is attached as Attachment A. and which is incorporated herein by this reference;
- c) accept students for supervised experience and function as a site for clinical interaction hours
- d) provide the minimum clock hours per term of Practicum experience, required by the program, as described in Attachment B Site Agreement.;
- e) agree not to reimburse any student for services provided under this agreement.

7.0 AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, changed, supplemented, or amended in any manner whatsoever except by written instrument signed by the parties.

8.0 COMPLIANCE WITH LAW

- a) This agreement shall be construed under the laws of the state of CALIFORNIA.
- b) The parties agree that in performing this contract each will comply with all applicable provisions of the federal, state and local laws, regulations, rules, orders, codes, administrative rules, ordinances, and College and Site policies applicable to the provision of services under this Contract, including, without limitation, the provisions of ORS 279A, 279B, 279C; the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and the 2008 amendment to the Americans with Disabilities Act; ORS 659A.142 and ORS 659A.400 through ORS659A.409; (v) the Age Discrimination Act; ORS 659.800 et al, and all amendments of regulations and administrative rules established pursuant to those laws; (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- c) The parties agree not to discriminate against any client, employee, or applicant for employment or for services, because of race, religion, color, national origin, ethnicity, sex, sexual orientation or identity, veterans status, pregnancy or related conditions, disability, or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Site in violation of this clause may be barred forthwith from receiving awards of any purchase order, purchase agreement, contract, or similar acquisition instrument, from the College unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

9.0 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The parties shall maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

10.0 MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

11.0 NOTICES/CONTACTS

All notices and other communication hereunder shall be in writing and deemed to be given if delivered in person or mailed by first class mail to the addresses shown herein for each of the parties.

COLLEGE	SITE
ASHLEY NORTHAM, MS,CCC-SLP INSTRUCTOR – SPEECH LANGUAGE PATHOLOGY ASSISTANT PROGRAM CHEMEKETA COMMUNITY COLLEGE YVC 306 NORTON LANE NE MCMINNVILLE, OR 97128 PHONE:503.589.7815 ashley.northam@chemeketa.edu	NAME CHAD HAMMITT, ED.D. TITLE ASSISTANT SUPERINTENDENT, PERSONNEL SERVICES SITE ADDRESS 1401 W VALENCIA DRIVE ADDRESS CITY, STATE, ZIP Fullerton, CA 92833 PHONE (714) 447-7450

SIGNATURES
(See next page)

COLLEGE

SITE

(Signature)

(Date)

**ASHLEY NORTHAM, MS,CCC-SLP
INSTRUCTOR – SPEECH LANGUAGE
PATHOLOGY ASSISTANT PROGRAM
CHEMEKETA COMMUNITY COLLEGE, YVC**

(Signature)

(Date)

Chad Hammitt, Ed.D.

Name:

Assistant Superintendent, Personnel Services

Title:

Other Signatures (If required by Site)

(Signature)

(Date)

It is the policy of Chemeketa Community College and its Board that there will be no discrimination or harassment on the basis of race, religion, color, sex, age, national origin, ethnic origin, sexual orientation, gender identity, marital status, citizenship status, pregnancy and related conditions, family relationship, veteran's status, disabilities, tobacco usage during work hours, whistle blowing, victim of domestic violence and genetic information in any educational programs, activities or employment. Persons having questions about equal opportunity/affirmative action should contact the Affirmative Action Officer at 4000 Lancaster Dr. NE, Salem, Oregon 97309-7070, or call 503.399.4784. To request this publication in an alternative format, please call 503.399.5192.

Course Outline

Course Identification SLP 189/190 **Credits** 3 **Date** 1/10

Course Title: SLPA Practicum I (SLP 189)

Total Instructional Hours, for Course, per Term:

<u>11</u>	Lecture Hours	=	<u>1</u>	Credit(s)
<u>60</u>	Laboratory Hours	=	<u>2</u>	Credit(s)

Prerequisite Course(s):

Successful completion of all SLPA courses or consent of the Instructor

Required Text(s):

Moore, *Competencies + Strategies F/Speech-LA*, 3rd Edition, Cengage L, ISBN 978-0-7693-0248-5

Course Description:

Focuses on guided practice in speech language pathology assisting. Includes working with a speech language pathologist supervisor at one or more sites of service. Emphasizes skill shaping and improvement using input from the supervising clinician and the college instructor.

Performance Based Learner Outcomes:

Upon successful completion of the course, students should be able to:

1. Use effective pacing of language and speech intervention sessions.
2. Provide stimuli to elicit target responses as prescribed by the supervisor.
3. Follow a treatment protocol using stimulus materials as prescribed by the supervisor.
4. Describe/document clinically relevant behaviors of the client and family.
5. Prepare age-appropriate and culturally sensitive treatment materials matched to the developmental age and communication disorder in response to direction from the supervisor.
6. Prepare and maintain client charts and records, and write progress reports using appropriate terminology of the profession.
7. Accurately record target behaviors using different types of descriptive symbols.
8. Provide levels and types of reinforcement for target behaviors identified by the supervisor.
9. Elicit accurate production of target behaviors through employment of appropriate correction responses to behavior.
10. Use specified infection control procedures.
11. Implement procedures for physical management of clients, according to employer’s standards and guidelines, and state regulations.
12. Implement injury prevention strategies consistent with the employer’s guidelines and standards.

Course Content Outline:

- I. Basic Infection Control Procedures and Using Employer Policies to Guide Practice
- II. Obtaining Behavioral Baselines and Reinforcement vs. Punishment
- III. Using Reinforcement and Punishment in Teaching and Learning
- IV. Review and Critique of Language and Speech Programs from the Sites
- V. Review and Critique of Voice and Stuttering Programs from the Sites
- VI. Data Keeping in Groups and Use of Various Approaches to Behavior Change/Correction
- VII. Approaches to Data Keeping and the Roles of Data in Intervention Progression
- VIII. Translating Data into Meaningful Descriptions of Client Progress, and Use of Various Input and Output Modalities for Achieving Accurate Responses



P.O. Box 14007, 4000 Lancaster Drive NE Salem, OR 97309-7070

STUDENT PRACTICUM SITE AGREEMENT – SPEECH-LANGUAGE PATHOLOGY ASSISTING

SITE:

PRACTICUM PROGRAM:

Supervisor Name

*Speech-Language Pathology Assisting
Program Title*

Address

Student's Name

City, State, Zip

Student's Signature

Telephone Number and Email

Date

Authorized Signature

Student Contact Information:

Phone: _____

Email : _____

Date

The above-named Site will serve as a practicum site, in accordance with the Practicum Agreement already established, Master Contract _____.

The above-named student will begin his/her practicum experience the week of __August 13__, 2018. The student is required to complete a total of 100 hours over 2 college terms (SLP 189 and SLP 190) on or before **December, 2018**. **NOTE:** Students who haven't completed 100 hours must obtain permission and arrange for extension hours with both Site and college.

The college instructor for this practicum site will be **Ashley Northam**. The college telephone number is 503.589-7815. The email address is: ashley.northam@chemeketa.edu.

Please make a photocopy of this Student Practicum Site Agreement for your records and return one to the student. Thank you!

Chemeketa Community College is an equal opportunity/affirmative action employer and educational institution. To request this publication in an alternative format, please call 503.399.5192.

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: **APPROVE CONTRACT WITH MARZANO RESEARCH LABORATORY TO PROVIDE FULLERTON SCHOOL DISTRICT WITH HIGH-RELIABILITY SCHOOLS (HRS) LEVEL ONE AND TWO PROFESSIONAL DEVELOPMENT FOR THE 2018/2019 SCHOOL YEAR**

Background: Fullerton School District (FSD) has developed a comprehensive teacher-teaching model based on the research of the Marzano Research Laboratory. To continue the work and build the leadership skills of school leaders, Marzano Laboratory has provided professional development to all principals, assistant principals, and teacher leaders based on the Marzano High-Reliability Schools™ (HRS) framework. This framework, based on 40 years of educational research, defines five progressive levels of performance that a school must master to become a high-reliability school—where all students learn the content and skills they need for success in college, careers, and beyond. Teachers from across the District will work by grade levels on HRS Level 1, which addresses a central feature of effective schooling—the quality of teaching in classrooms, and Level 2, which addresses the extent to which a school’s curriculum provides opportunities for all students to learn challenging content that is aligned with national and State standards.

Rationale: Marzano has been a partner to the Fullerton School District for the past eight years, providing on-going professional development on the Art and Science of Teaching and Marzano’s High-Reliability Schools (HRS) framework, which is a strategic planning framework to help schools focus on specific, research-based conditions for continuous school improvement. Bringing grade-alike teachers from across the District together to be led by a leading professional on research-based strategies will allow FSD to strengthen collaboration and quality of lesson design and teaching.

Funding: Cost is not to exceed \$53,450 and is to be paid from Unrestricted General Funds (#384).

Recommendation: Approve Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level One and Two Professional Development for the 2018/2019 school year.

EF:nm
Attachment

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective July 25, 2018, Fullerton School District (“Client”) and Marzano Research LLC (“Marzano Research”) agree that Marzano Research will provide Marzano High Reliability Schools™ services in exchange for \$53,450.00 (USD). The parties agree as follows:

1. Services: Marzano Research agrees that Fullerton School District will participate in the High Reliability Schools™ program with the following services.

Service	Item	Qty.	Amount	Price
1	Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey (Level 1) See Exhibit B for list of schools *Surveys to be completed within one year of the execution of the HRS contract	5	\$750.00/ per district or school	\$3,750.00
2	Marzano High Reliability Schools™ Onsite Data Coaching with an HRS author See Exhibit A for data coach, date, and time.	2	\$7,100.00 per day for 2 days	\$14,200.00
3	Marzano High Reliability Schools™ Certification Onsite Day with an HRS author See Exhibit A for HRS certifier, date, and time.	4	\$7,100.00 per day for 4 days	\$28,400.00
4	One On-Site Day of Professional Development with an HRS author See Exhibit A for author, date, and time.	1	\$7,100.00	\$7,100.00
	TOTAL			\$53,450.00

2. Compensation: Client will pay Marzano Research a total contract amount of \$53,450.00 (USD). Client will pay Marzano Research an initial payment of \$13,690.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately

upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Research that result from Client's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for on-site professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.

8. Termination: If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.

9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Research shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

10. Indemnity: Marzano Research shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

11. Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. Nature of Contract: Client is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Client and Marzano Research:

Fullerton School District

Marzano Research LLC

By:

By:

Name: Robert Pletka Ed.D

Name: Jonathon Lee

Title: Superintendent

Title: Project Manager, High Reliability
Schools

Fullerton School District

Marzano Research LLC

1401 W Valencia Dr
Fullerton CA 92833

12577 East Caley Avenue, Centennial,
CO 80111

714-447-7708

812-336-7700 ext. 255

Date:

Date:

Exhibit A: Description of Services

Service: HRS services for Fullerton School District

Cost: \$53,450.00

Description of Services:

1) **Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey (Level 1)**

The first step in becoming a Marzano High Reliability School™ is to collect and analyze survey data for each school in the HRS Network. This is to establish a baseline and initial evidence that a school is working on (and progressing through) a level of the HRS framework. To collect survey data, Marzano Research will make available for one year an anonymous online survey for HRS Level 1 (via SurveyMonkey) to administrators, instructional staff, parents, and students. The survey should take 20-30 minutes to complete for each participant. Marzano Research will provide an aggregate report of respondents' ratings of agreement with the survey items. Surveys for HRS Level 1 are to be completed within one year of the execution of this contract.

2) **Marzano High Reliability Schools™ Onsite Data Coaching with an HRS author**

Marzano Research HRS associates will conduct an onsite session with school staff to discuss survey results, lagging indicators, and proposed next steps. For districts, schools can group together participants in the sessions.

Onsite Day #1

Data Coach: Phil Warrick

Date: November 7, 2018

Time: TBD

Onsite Day #2

Data Coach: Phil Warrick

Date: November 8, 2018

Time: TBD

3) **Marzano High Reliability Schools™ Certification On-Site Day with an HRS author**

This onsite professional development day with a certified Marzano Research HRS author specific to HRS certification. The Marzano Research author will discuss lagging indicators, certification results and proposed next steps. This visit will last up to 90 minutes per school, no more than four schools can be certified in one level per day. The host will be required to present all lagging indicators artifacts to the MR author during the time of the visit.

Certification Day #1

HRS Certifier: Phil Warrick

Date: March 5, 2019

Time: TBD

Certification Day #2

HRS Certifier: Phil Warrick

Date: March 6, 2019

Time: TBD

Certification Day #3

HRS Certifier: Phil Warrick

Date: April 2, 2019

Time: TBD

Certification Day #4

HRS Certifier: Phil Warrick

Date: April 3, 2019

Time: TBD

4) One On-Site Day of Professional Development with an HRS author

Professional Development Day #1

Author: Phil Warrick

Date: September 19, 2018

Time: TBD



Exhibit B: List of Schools

District Name: Fullerton School District

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address

CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Research representative.

stephanie.stlaurent@marzanoresearch.com

Payments, including deposit checks, should be mailed directly to the Business Office:

**Marzano Research, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404**

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: Emy Flores
Title: Assistant Superintendent
Phone: 714-447-7708
E-mail: emy_flores@myfsd.org (please cc: nancy_marcus@myfsd.org)
Fax: 714-447-7454

Who will receive and pay the invoices?

Contact: Aleda Sato
Title: Account Clerk
Phone: 714-447-7430
E-mail: aleda_sato@myfsd.org
Mailing Address: Fullerton School District, Attn: Accounts Payable
1401 W. Valencia Drive, Fullerton, CA 92833

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND NETWORK FOR TEACHING ENTREPRENEURSHIP (NFTE) FOR NICOLAS JUNIOR HIGH SCHOOL FOR THE 2018/2019 SCHOOL YEAR**

Background: Network For Teaching Entrepreneurship (NFTE) activates the entrepreneurial mindset and builds startup skills in youth to maximize their success and create a more vibrant society. NFTE aims to activate the entrepreneurial mindset in young people. The NFTE Pathway begins by igniting the imagination, before taking students through the journey of creating and refining an original business concept. The NFTE Entrepreneurial Teacher Corps, along with volunteer entrepreneurs and business leaders, prepares students to take the stage in a business plan competition series.

Rationale: The youth of today are not prepared to seize the opportunities of the 21st Century. According to the International Labour Organization, 71 million youth are unemployed. Additionally, 1 in 3 employers seek entrepreneurship experience in its hires, making the need to teach students entrepreneurship skills more critical. Teaching entrepreneurship has the great potential to change mindsets, changes lives, and essentially can change the world. It is crucial that we provide our students with opportunities to learn entrepreneurship skills so that they too, can be more competitive in the workforce.

Funding: Cost not to exceed \$11,000 and is to be paid from Unrestricted General Funds (#384).

Recommendation: Approve/Ratify Memorandum of Understanding between Fullerton School District and Network for Teaching Entrepreneurship (NFTE) for Nicolas Junior High School for the 2018/2019 school year.

EF:nm
Attachments



**Memorandum of Understanding
Between
The Network for Teaching Entrepreneurship (NFTE)
and
Nicolas Junior High School
Term: 2018-2019 School Year**

NFTE –LA Metro Regional Office
350 S Bixel Street, Suite 280
Los Angeles, CA 90017

NFTE Director: Kimberly Small
Email: kim.s@nfte.com
Phone: 213-241-9011

Nicolas Junior High School
1100 W Olive Ave.
Fullerton, CA 92833
714-447-7775

Principal: Robyn Clemente
Email: Robyn_Clemente@myfsd.org

Purpose

This Memorandum of Understanding (MOU) describes and confirms an agreement between The Network for Teaching Entrepreneurship and the Partner. The purpose of the Agreement is to formalize and clarify expectations and relationships between both parties during the Term of this MOU, from July 1, 2018 to June 30, 2019.

NFTE and the Partner are entering into this MOU so that the Partner may implement NFTE programming and access all NFTE program resources and support for the Term of the MOU.

NFTE Responsibilities:

- NFTE agrees to operate the “Program” (defined as the NFTE courses listed in the attached Schedules) by offering teacher training, professional development, instructional support through PLCs, student and teacher recognition opportunities, and additional services as specified in the Schedules.

Partner Responsibilities:

- The Partner agrees to offer the NFTE Program as a course and to support teacher selection and training for successful implementation of the Program. The Partner agrees that implementation of the Program pursuant to this MOU shall at all times

meet the standards prescribed by NFTE in this MOU and imposed consistently and uniformly throughout the Term.

Administrative and Program Commitments

The Partner agrees to:

- Collaborate with NFTE Program Staff in thoughtfully selecting effective teachers who are committed to NFTE, entrepreneurship education, and completion of the program.
- Suggested teacher profile:
 - Certified to teach entrepreneurship, business/finance or a related field.
 - Prior experience working as an entrepreneur or in a related field such as business/finance.
 - At least three years of classroom teaching experience.
 - Experience with managing project-based learning in the classroom.
 - Understands the value of data-driven instruction.
 - Willing to rigorously evaluate student work.
 - Experience using technology in the classroom.
- Ensure each NFTE certified entrepreneurship teacher is trained at NFTE University.
- Commit to a minimum of two (2) years of program implementation, when possible, to ensure instructional quality, consistency and outcomes.
- Teach all units in the course and deliver core experiential activities.
- Allow NFTE staff to visit the school and NFTE class(es) with advance notification.
- Provide an appointed school-based liaison to ensure ongoing communication between the School and NFTE Program Staff.
- Meet twice yearly with NFTE Program Staff to review and plan the program.
- Seek pre-approval from NFTE for all press releases and grant reports that refer to NFTE.
- Ensure NFTE Media Release forms are signed by parents or guardians of ALL students participating in NFTE events, and that forms are submitted to NFTE within 30 days of the start of the school year.
- Allow for NFTE branding opportunities at NFTE events within the School and on the School's website.
- Inform NFTE immediately of changes to NFTE classes at the School, including staff changes, reduction in student enrollment/participation, and discontinuation of NFTE program.
- Provide NFTE with an annual closeout report before the conclusion of the school year.
- As requested by NFTE, assist NFTE in administering and conducting student assessments and surveys related to the NFTE Program, including but not limited to obtaining any and all necessary applicable consents (which shall meet the requirements of all applicable rules, laws and regulations, including but not limited to FERPA) from students, and parents or guardians allowing NFTE to collect student data obtained in connection with such assessments and surveys for research purposes related to instructional performance measures and programmatic changes. Any information about students that NFTE collects will be kept on a secure, encrypted server that is accessible

only to the evaluation and research team at NFTE. Teachers will have access to their students' assessment scores. Information about individual students will never be shared publicly and only be reported in aggregate (summary) form.

Termination

NFTE recognizes that a partnership depends on shared accountability for delivering the maximum benefits of the NFTE Program. To support student success, it is essential that NFTE Program Staff, the Partner, and teachers share in the commitment to a rigorous and engaging learning experience. The quality of the Program can be impacted when/if any Party does not honor its respective Program obligations. In such cases, NFTE Program Staff will work proactively with the Partner to rectify any issues. If the quality of the NFTE Program does not improve, NFTE and/or the Partner may choose to reduce or discontinue the NFTE Program at the School. Either party has a right to terminate the MOU upon a 30-day written notice to the other party.

Privacy

By signing this MOU, the Partner acknowledges and accepts the NFTE Privacy Policy: <http://www.nfte.com/privacy>.

Additional terms

Entire Agreement. This MOU contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written. This MOU supersedes any prior written or oral agreements between the Parties.

Amendment. This MOU may be modified or amended if the amendment is made in writing and is signed by both Parties.

Waiver of Contractual Right. The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

Applicable Law. This MOU shall be governed by the laws of the state of New York.

COURSE EXPENSES

Annual Program Support:

\$1,000 per year

One-Time Teacher Training Costs:

\$1,000

One-Time Curriculum Costs:

\$1,000

TEXT BOOKS PURCHASED SEPARATELY

Total Payable: \$3,000

SIGNATURES

NFTE LA Metro

Fullerton School District



Kimberly Small, Director, LA Metro

Robert Pletka, Ed.D, Superintendent

June 7, 2018

Date

Date

Schedule A

Course Description: Exploring Careers

This course is structured around twelve major career readiness topics:

1. Your personal strengths
2. The roles you play
3. Why we work
4. Think like an entrepreneur
5. Skills for success
6. Communicating with others
7. Building relationships
8. Basic math skills
9. Technology in your career
10. Living a healthy, balanced life
11. Starting your own business
12. Planning your business

Through experiential, project-based learning, all students:

1. Explore possibility
 - a. Learn the principles of entrepreneurship, including the entrepreneurial mindset
 - b. Learn what a career is
 - c. Discover personal strengths (e.g., effective communications)
2. Create
 - a. Brainstorm business ideas, identify which ideas are also business opportunities
 - b. Work as a group to create a business concept and pitch
3. Pitch at an event
 - a. Pitch as a group during a business expo
 - b. Have the opportunity to win prizes and recognition

Schedule B

Teacher Commitment

In September of each year, every NFTE teacher is asked to sign the following commitment letter.

As a NFTE teacher, I agree to:

All teachers and other staff members of the School who have a role in the delivery of the NFTE Program hereby commit to all of the following:

Professional Development:

- ✓ Attend professional development when possible, in person or virtually
- ✓ Attend professional learning community (“PLC”) sessions led by NFTE Lead Teachers or Master Educators when possible, in person or virtually

Program Implementation:

- ✓ Allow NFTE Staff to deliver Intro Presentation to each class within first month of class
- ✓ Complete the experiential activities for each unit of learning
- ✓ Facilitate at least one Business Plan Coaching Session
- ✓ Ensure that at least 80% of students complete, submit, and present their Business Plan or Expo
- ✓ Ensure that at least 80% of students over the age of 14 enroll on the NFTE Alumni Network portal

Student Record and Growth (ensure at least 80% student completion):

- ✓ Media Release Forms
- ✓ Assessments

Additional Program Requirements:

- Register NFTE classes and students for recommended programs such as World Series of Innovation, and other relevant experiences offered by NFTE and its corporate partners.

Teacher name

Date



Network for Teaching Entrepreneurship

**Memorandum of Understanding
Between
The Network for Teaching Entrepreneurship (NFTE)
and
Nicolas Junior High School**

Term: 2018-2019 School Year

NFTE –LA Metro Regional Office
350 S Bixel Street, Suite 280
Los Angeles, CA 90017

NFTE Director: Kimberly Small
Email: kim.s@nfte.com
Phone: 213-241-9011

Nicolas Junior High School
1100 W Olive Ave.
Fullerton, CA 92833
714-447-7775

Principal: Robyn Clemente
Email: Robyn_Clemente@myfsd.org

Purpose

This Memorandum of Understanding (MOU) describes and confirms an agreement between The Network for Teaching Entrepreneurship and the Partner. The purpose of the Agreement is to formalize and clarify expectations and relationships between both parties during the Term of this MOU, from July 1, 2018 to June 30, 2019.

NFTE and the Partner are entering into this MOU so that the Partner may implement NFTE programming and access all NFTE program resources and support for the Term of the MOU.

NFTE Responsibilities:

- NFTE agrees to operate the “Program” (defined as the NFTE courses listed in the attached Schedules) by offering teacher training, professional development, instructional support through PLCs, student and teacher recognition opportunities, and additional services as specified in the Schedules.

Partner Responsibilities:

- The Partner agrees to offer the NFTE Program as a course and to support teacher selection and training for successful implementation of the Program. The Partner agrees that implementation of the Program pursuant to this MOU shall at all times

meet the standards prescribed by NFTE in this MOU and imposed consistently and uniformly throughout the Term.

Administrative and Program Commitments

The Partner agrees to:

- Collaborate with NFTE Program Staff in thoughtfully selecting effective teachers who are committed to NFTE, entrepreneurship education, and completion of the program.
- Suggested teacher profile:
 - Certified to teach entrepreneurship, business/finance or a related field.
 - Prior experience working as an entrepreneur or in a related field such as business/finance.
 - At least three years of classroom teaching experience.
 - Experience with managing project-based learning in the classroom.
 - Understands the value of data-driven instruction.
 - Willing to rigorously evaluate student work.
 - Experience using technology in the classroom.
- Ensure each NFTE certified entrepreneurship teacher is trained at NFTE University.
- Commit to a minimum of two (2) years of program implementation, when possible, to ensure instructional quality, consistency and outcomes.
- Teach all units in the course and deliver core experiential activities.
- Allow NFTE staff to visit the school and NFTE class(es) with advance notification.
- Provide an appointed school-based liaison to ensure ongoing communication between the School and NFTE Program Staff.
- Meet twice yearly with NFTE Program Staff to review and plan the program.
- Seek pre-approval from NFTE for all press releases and grant reports that refer to NFTE.
- Ensure NFTE Media Release forms are signed by parents or guardians of ALL students participating in NFTE events, and that forms are submitted to NFTE within 30 days of the start of the school year.
- Allow for NFTE branding opportunities at NFTE events within the School and on the School's website.
- Inform NFTE immediately of changes to NFTE classes at the School, including staff changes, reduction in student enrollment/participation, and discontinuation of NFTE program.
- Provide NFTE with an annual closeout report before the conclusion of the school year.
- As requested by NFTE, assist NFTE in administering and conducting student assessments and surveys related to the NFTE Program, including but not limited to obtaining any and all necessary applicable consents (which shall meet the requirements of all applicable rules, laws and regulations, including but not limited to FERPA) from students, and parents or guardians allowing NFTE to collect student data obtained in connection with such assessments and surveys for research purposes related to instructional performance measures and programmatic changes. Any information about students that NFTE collects will be kept on a secure, encrypted server that is accessible

only to the evaluation and research team at NFTE. Teachers will have access to their students' assessment scores. Information about individual students will never be shared publicly and only be reported in aggregate (summary) form.

Termination

NFTE recognizes that a partnership depends on shared accountability for delivering the maximum benefits of the NFTE Program. To support student success, it is essential that NFTE Program Staff, the Partner, and teachers share in the commitment to a rigorous and engaging learning experience. The quality of the Program can be impacted when/if any Party does not honor its respective Program obligations. In such cases, NFTE Program Staff will work proactively with the Partner to rectify any issues. If the quality of the NFTE Program does not improve, NFTE and/or the Partner may choose to reduce or discontinue the NFTE Program at the School. Either party has a right to terminate the MOU upon a 30-day written notice to the other party.

Privacy

By signing this MOU, the Partner acknowledges and accepts the NFTE Privacy Policy: <http://www.nfte.com/privacy>.

Additional terms

Entire Agreement. This MOU contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written. This MOU supersedes any prior written or oral agreements between the Parties.

Amendment. This MOU may be modified or amended if the amendment is made in writing and is signed by both Parties.

Waiver of Contractual Right. The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

Applicable Law. This MOU shall be governed by the laws of the state of New York.

COURSE EXPENSES

Annual Program Support:

\$2,000 per year

One-Time Teacher Training Costs:

\$4,000

One-Time Curriculum Costs:

\$2,000

TEXT BOOKS PURCHASED SEPARATELY

Total Payable: \$8,000

SIGNATURES

NFTE LA Metro

Fullerton School District



Kimberly Small, Director, LA Metro

Robert Pletka, Ed.D, Superintendent

June 7, 2018

Date

Date

Schedule A

Course Description: Owning Your Future

This course focuses on student-centered, real-world applications of learning. This project-based, experiential course is taught by NFTE-certified teachers, who teach students to identify and validate business opportunities, construct a financial model, and create a promotion and sales strategy.

The course culminates with all students developing and pitching an original business plan, and competing for seed capital through a series of business plan competitions—from their classroom, to regionals, to NFTE's national competition.

Lessons include the concepts of competitive advantage, ownership, opportunity recognition, marketing, finance, and product development - and all tie back to core math and literacy skills.

NFTE brings learning to life through fun and experiential experiences including:

- **The Buying and Selling Event:** Students buy products on an in-person fieldtrip to a wholesale district or warehouse club (or via online buying experience) which they then reprice and sell for a profit, helping them learn the principles of supply, demand, marketing and selling.
- **Games:** Activities such as the Innovation Game—where students take items such as paper plates, pipe cleaners and construction paper, devise an invention and present it to the class—teach students how to identify consumer needs, communicate their ideas and to practice the art of sales and persuasion.
- **Volunteers:** Students get the opportunity to hear from and interact with real-world entrepreneurs and business leaders. NFTE classrooms regularly host guest speakers and business plan coaches, and judges for business plan competitions.
- **Competition:** Each NFTE student works toward completing a business plan, then presents and defends it in a classroom competition. The winners compete in citywide and/or regional competitions, with the hopes of reaching our national competition.

Schedule B

Teacher Commitment

In September of each year, every NFTE teacher is asked to sign the following commitment letter.

As a NFTE teacher, I agree to:

All teachers and other staff members of the School who have a role in the delivery of the NFTE Program hereby commit to all of the following:

Professional Development:

- ✓ Attend professional development when possible, in person or virtually
- ✓ Attend professional learning community (“PLC”) sessions led by NFTE Lead Teachers or Master Educators when possible, in person or virtually

Program Implementation:

- ✓ Allow NFTE Staff to deliver Intro Presentation to each class within first month of class
- ✓ Complete the experiential activities for each unit of learning
- ✓ Facilitate at least one Business Plan Coaching Session
- ✓ Ensure that at least 80% of students complete, submit, and present their Business Plan or Expo
- ✓ Ensure that at least 80% of students over the age of 14 enroll on the NFTE Alumni Network portal

Student Record and Growth (ensure at least 80% student completion):

- ✓ Media Release Forms
- ✓ Assessments

Additional Program Requirements:

- Register NFTE classes and students for recommended programs such as World Series of Innovation, and other relevant experiences offered by NFTE and its corporate partners.

Teacher name

Date

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SAL TINAJERO FOR THE SPEECH AND DEBATE PROGRAM FOR THE 2018/2019 SCHOOL YEAR

Background:

Fullerton School District (FSD) has an established partnership with Sal Tinajero whereby FSD students from Nicolas Jr. High School currently participate in Speech and Debate tournaments hosted by Santa Ana Unified School District (SAUSD). Over the last year, Nicolas JHS Speech and Debate students have increased their listening, speaking, and communication skills through their involvement in SAUSD Speech and Debate tournaments. FSD would like to offer the Speech and Debate experience to students at multiple schools with the goal of increasing their ability to think and listen critically and articulate their thoughts confidently and persuasively, increase student problem-solving abilities and overall academic performance, increase student confidence under pressure, and to help students think quickly on their feet.

Sal Tinajero has a wealth of experience and success in Speech and Debate. He started the Fullerton Union High School Speech and Debate program in 2001. In his tenure, the program grew from 20 students to a team of over 100 students. Under his leadership, the team won three National Championships and one State Championship. He has coached five student state champions and two student national champions. In 2005, he was invited to the White House and awarded the National Hispanic Teacher of the Year. This year he was selected as the National Speech and Debate Association California Educator of the Year. He was one of the five finalists for the National Educator of the Year. In Santa Ana, he has created 18 successful programs with over 880 students in two short years. Students are competing at high-level and receiving national recognition. On his own time, he has worked with Nicolas Junior High School in helping the school create a competitive speech team. Mr. Tinajero will provide the administrative and operational support of three elementary speech tournaments and one FSD championship tournament that consists of elementary and middle school speech and debate competitors.

Rationale:

Students will engage in rhetoric and public speaking while they expand their vocabulary, presentation skills, and confidence. More specifically, students will learn the proper use of hand gestures, vocal inflection, non-verbal skills, vocal projection, research skills, sentence structure, argumentation, logical writing, proper use of visual aids, principals of acting, elements of comedy, and memorization skills. Students will also learn effective interpersonal communication skills and relationship building skills.

Funding:

Cost not to exceed \$107,000 and is to be paid from Unrestricted General Funds.

Recommendation:

Approve Agreement between Fullerton School District and Sal Tinajero for the Speech and Debate Program for the 2018/2019 school year.

2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **Sal Tinajero**, hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide the administrative and operational support of three elementary speech tournaments and one FSD championship tournament that consists of elementary and middle school speech and debate competitors, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **July 25, 2018** and will diligently perform as required and complete performance by **June 30, 2019**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred and Seven Thousand dollars (\$107,000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: N/A.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or

demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

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

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

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

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

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

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

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

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

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may

require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

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

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

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

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

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

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

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

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

CONTRACTOR:
Sal Tinajero
On File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 25TH DAY OF JULY 2018.

FULLERTON SCHOOL DISTRICT

SAL TINAJERO

By:

By:

Robert Pletka, Ed.D.
Superintendent

Sal Tinajero
Consultant

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FULCRUM ADVENTURES FOR CHILD DEVELOPMENT SERVICES LEADERSHIP DEVELOPMENT ON SEPTEMBER 17, 2018**

Background: Child Development Services serves 3,000 children, youth, and families from 6:30 a.m. to 6:00 p.m. in After School Education and Safety (ASES), TheLAB, State Preschool, and Fee-Based Preschool Programs. These grant-funded and fee-based programs have written standards to ensure the quality of each program.

Rationale: Through Fulcrum Adventures, Philip Folsom is a premier team development instructor, and the training will focus on the fundamental keys and themes that make healthy and high performing communities. Areas include collaboration, common mission, values, behavioral diversity, healthy conflict, giving and receiving feedback, and accountability. The goal is to create a path for a strong and dynamic team.

Funding: Cost not to exceed \$1,250 and is to be paid from Child Development budgets (#085) and (#329).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Fulcrum Adventures for Child Development Services Leadership Development on September 17, 2018.

EM:MC:In
Attachment

2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **Fulcrum Adventures**, hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide leadership development training to Child Development Services supervisors, hereinafter referred to as “Services”. The training will focus on the fundamental keys and themes that make healthy and high performing communities, including collaboration, common mission, values, behavioral diversity, healthy conflict, giving and receiving feedback, and accountability.**

2. Term. Contractor shall commence providing Services under this Agreement on **September 17, 2018** and will diligently perform as required and complete performance by **September 17, 2018**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Thousand Two Hundred Fifty dollars (\$1,250)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: N/A.

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

6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance of Services. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 or each occurrence.

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

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

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

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits: \$1,000,000 per occurrence

It should be expressly understood, however, that the coverage and limits referred to under a., b. and c. above shall not in any way limit the liability of the Contractor.

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor,

Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

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

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

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

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

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

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

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

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

CONTRACTOR:
Fulcrum Adventures
Address on File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 24TH DAY OF JULY 2018.

FULLERTON SCHOOL DISTRICT

Contractor Name

By:

By:

Robert Pletka, Ed.D.
Superintendent

Leslie Bourne,
President

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ASSISTANCE LEAGUE OF FULLERTON FOR OPERATION SCHOOL BELL**

Background: This agenda item provides agreement for the following philanthropic project provided by the Assistance League of Fullerton:

Operation School Bell: Provides two (2) outfits of new clothing including shoes to needy students K-6 from within the Fullerton School District.

Rationale: The District is very fortunate to have the Assistance League of Fullerton provide support for the students in the District.

Funding: Philanthropic Projects are provided to the District at no cost.

Recommendation: Approve Agreement between Fullerton School District and Assistance League of Fullerton for Operation School Bell.

EF:RG:vm
Attachment



233 west amerige avenue
fullerton, california 92832
Phone: 714-526-5124
Fax: 714-526-7194

Transforming Lives * Strengthening Community

**ASSISTANCE LEAGUE® of FULLERTON AGREEMENT
with
FULLERTON SCHOOL DISTRICT**

This agreement is entered into by Assistance League® of Fullerton hereinafter referred to as Assistance League, located at 233 W. Amerige, Fullerton 92832 and Fullerton School District, hereinafter referred to as School, located at 1401 Valencia Dr., Fullerton, CA 92832.

1. Operation School® Bell; is a philanthropic program designed by Assistance League to provide any or all of the following Clothing or other like services as designated in this agreement.
- 2. Obligations of Assistance League.**
 - A. Assistance League shall furnish Clothing. Service will be provided to school children as needed until designated program funds are exhausted.
 - B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 2A.
 - C. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.
 - D. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold School harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.
 - E. Assistance League shall complete the Philanthropic Programs Three-Year Agreement Review Form.
- 3. Obligations of School.**
 - A. Maintain liability insurance coverage for this program. School shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 2.D. above. Appoint a contact person to interface with Assistance League.
 - B. School personnel shall identify prospective recipients or participants.
 - C. If students must be transported to the Operation School Bell® facility or store for outfitting, School shall coordinate and provide such transportation at its expense.
- 4. Public Relations.**
 - A. Assistance League shall have prominent identification with the program.
 - B. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other materials relative to the program, all of which shall mention Assistance League.
 - C. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to Consent Regarding Photographs)

5. Term, Renewal and Termination.

The term of this agreement is three (3) years, together with four (4) three (3) year renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving ninety (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

6. Memorandum of Understanding/Other Agreement

If a Memorandum of Understanding or other agreement is required by School, attach a copy to this agreement. It is the responsibility of Assistance League to have Memorandum of Understanding and other documents reviewed by legal counsel.

Additional Documents Attached: Yes _____ No x

7. Signatures and Dates.

Assistance League of Fullerton

Karen Hathaway
President

Karen Hathaway
Printed Name

6-4-18
Date

Michelle J. Amador
(Recording) Secretary

MICHELLE J AMADOR
Printed Name

6-4-18
Date

Helen G Brennan
Vice President Philanthropic Programs

Helen G Brennan
Printed Name

6-4-18
Date

District / School Name

Signature

Printed Name / Title

Date

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE/RATIFY ADDENDUM TO 2018/2019 CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND SPEECH AND LANGUAGE DEVELOPMENT CENTER FOR SERVICES EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

Background: Board approval was granted on June 19, 2018 (Board Agenda Item #1aa) for the contract with Speech and Language Development Center. An Addendum is requested due to a change in rates per Speech and Language Development Center.

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

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

Funding: Total cost of this contract is to be in the amount of the individualized service agreement and is to be paid from Student Support Services budget funds (#710) and (#504).

Recommendation: Approve/Ratify Addendum to 2018/2019 Contract between Fullerton School District and Speech and Lanuage Development Center for services effective July 1, 2018 through June 30, 2019.

EF:RG:vm

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE/RATIFY ADDENDUM TO 2018/2019 CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND OLIVE CREST ACADEMY FOR SERVICES EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

Background: Board approval was granted on June 19, 2018 (Board Agenda Item #1aa) for the contract with Olive Crest Academy. An Addendum is requested due to a change in rates per Olive Crest Academy.

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

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

Funding: Total cost of this contract is to be in the amount of the individualized service agreement and is to be paid from Student Support Services budget funds (#710) and (#504).

Recommendation: Approve/Ratify Addendum to 2018/2019 Contract between Fullerton School District and Olive Crest Academy for services effective July 1, 2018 through June 30, 2019.

EF:RG:vm

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE/RATIFY ADDENDUM TO 2018/2019 CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND RUSSO FLECK & ASSOCIATES FOR SERVICES EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

Background: Board approval was granted on June 19, 2018 (Board Agenda Item #1z) for the contract with Russo Fleck & Associates. An Addendum is requested due to a change in rates per Russo Fleck & Associates.

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

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

Funding: Total cost of this contract is to be in the amount of the individualized service agreement and is to be paid from Student Support Services budget funds (#710) and (#504).

Recommendation: Approve/Ratify Addendum to 2018/2019 Contract between Fullerton School District and Russo Fleck & Associates for services effective July 1, 2018 through June 30, 2019.

EF:RG:vm

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADDICTION TREATMENT TECHNOLOGIES, LLC, EFFECTIVE JULY 25, 2018 THROUGH JUNE 30, 2019

Background: Addiction Treatment Technologies, LLC, provides an online database of mental health agencies to support the needs of parents seeking a referral list of providers within the area aligned to individual needs and insurance providers. Addiction Treatment Technologies, LLC, provides a website under the URL Caresolace.com for mental health agencies specific to the community at large.

Rationale: Mental Health referral lists are provided to parents when outside mental health support is needed in conjunction with school-based counseling. Caresolace.com is an online website specifically designed to support families within the Fullerton community as a resource for counseling agencies. Caresolace.com is available 24/7 and will be utilized by Fullerton School District employees to support parents in matching various agencies aligned to specialized mental health services.

Funding: Cost not exceed \$10,488 and is to be paid from Unrestricted General Funds (#384).

Recommendation: Approve Agreement between Fullerton School District and Addiction Treatment Technologies, LLC, effective July 25, 2018 through June 30, 2019.

EF:RG:vm
Attachment

GENERAL SERVICE AGREEMENT

This General Service Agreement (the “Agreement”) dated this 25th day of July 2018 between Fullerton School District a California public school district (the “Client”) and Addiction Treatment Technologies, LLC, a Delaware limited liability company (the “Provider”). The Client and the Provider may be referred to individually as “Party,” or collectively as “Parties.”

RECITALS

A. **WHEREAS**, the Client believes that the Provider has the necessary qualifications, experience and abilities to provide services to the Client.

B. **WHEREAS**, the Provider agrees to provide such services to the Client on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Services/Scope of Work**. Provider owns and operates a website located at the URL caresolace.com which provides information related to treatment options for various forms of mental health (the “Main Site”). Pursuant to the terms and conditions of this Agreement, Provider will provide a collection of tools and services (the “Services”) to manage and operate a version of the Main Site that is branded with Client’s name (the “Branded Site”). The parties will use their commercially reasonable efforts to ensure that the Branded Site will launch on or around August 2018. Provider will provide access to the Branded Site to Authorized Users, consisting of staff and students (and their parents) of Client (the “Client Community”), on a Software-as-a-Service (“SaaS”) basis pursuant to the terms and conditions set forth in Exhibit A. In the event of any conflict between the provisions of this Agreement and Exhibit A, the terms of Exhibit A shall control.

1.1 The Provider will provide access to the Client to the following non-personally identifiable data collected from the Client Community: number of visitors, matches and phone appointments. Personally identifiable data collected by Provider pursuant to this Agreement will be handled by Provider in accordance with the privacy policy and terms of use posted on the Branded Site. Provider and Client each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, California Education Code section 49073.1, the Student Online Personal Information Protection Act (California Business & Professions Code § 22584), the Children’s Online Privacy Protection Act, and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

1.2 Provider shall staff its customer support center during the hours from 7:30am to 8:30pm Pacific Time, Monday through Friday (the “Business Hours”) to provide telephone support. Through such representatives, Provider will use reasonable efforts to resolve

computer and software malfunctions and user errors promptly, in response to technical support requests made by Authorized Users. In addition, email support will be provided during non-Business Hours and Provider will use commercially reasonable efforts to respond to email support inquiries in a timely manner.

1.3 The Provider will ensure that each treatment provider whose information is included in the Branded Site (“Treatment Providers”) satisfies the Provider’s vetting process, which shall include, at a minimum, the following elements:

1.3.1 Confirmation that the treatment provider has provided services for no less than five (5) years;

1.3.2 A review of the treatment providers’ licensure status with the applicable State licensing authority;

1.3.3 Confirmation that the treatment providers’ are accredited by JACHO, CARF or similar accreditation organization;

1.3.4 Review of listing surveys from accreditation organizations to determine pending lawsuits;

1.3.5 Review by Provider’s ethics and standards advisory board.

2. **Implementation for Client.**

2.1 Client agrees to the following implementation plan for those in need through the following channels:

2.1.1 Provider will provide access to the Services through a dedicated URL for Client (example: caresolace.com/district/[Client name]) (the “URL”). Designated representatives of Client will be provided with access to a dashboard to track non-individually identifiable information related to the number of visitors to the URL, number of matches and number of phone appointments scheduled via the Services. In the event that Client desires to obtain individually identifiable information from Provider related to an Authorized User, Client shall obtain and deliver to Provider a duly executed written authorization from such Authorize User, or his or her legal guardian (if applicable), in a form acceptable to Provider. With respect to the use by Client, or by Client’s agents or employees, of the Branded Site or the Services, Client agrees to comply, and to cause its employee and agents to comply with The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99).

2.1.2 will provide the URL to the Client Community to include: mental health, counselors, principals, HR directors, PTAs, students and parents.

2.1.3 Provider to set up onsite or virtual walk thru of the Services so personnel know about the features and functionality of the Services.

2.1.4 Provider to assist in implementing the URL on school websites and Client site as a resource for parents and students, as desired. Provider grants Client a non-

exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link ("Link") to the initial, top level display of the Branded Site, as identified by the URL solely for the purpose of linking any website owned or controlled by Client to the Branded Site.

2.1.5 Client may send out parent and student notification to every email and text with the URL and short template of the new and accessible resource for anybody in need every quarter.

2.1.6 Provider to provide backpack mailer templates and email/text templates for delivery each quarter or 4 times per year so people are reminded there is a tool that is confidential for anyone in need.

2.1.7 Provider will provide all the professional development, training, coaching and on going support to key stakeholders to include: mental health team, psychs, counselors, assistant principals, principals, HR staff, district leadership and PTAs.

2.1.8 On boarding district staff requires (2-4) 30-40 minute sessions to get set up and showcase how the system works.

3. **Term of Agreement.**

3.1 The term of this Agreement (the "Term") will begin on July 25, 2018, the official date of the launch of the Provider's services with Client. The term will be a 1-year (each a "Service Term"). However, the maximum term is 5 years, pursuant to Education Code section 17596.

3.2 At any time, Client can cancel the Agreement after 30-days' written notice to the Provider.

4. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and will use their best efforts to ensure the awareness and positioning of the Provider tool is accessible throughout the community.

5. **Currency.** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. **Compensation.** For services rendered by the Provider under this Agreement, the Client will provide compensation to the Provider as follows:

- \$10,488 per annual term
- The amounts set forth above shall be earned by Provider when paid and shall not be subject to pro-ration in the event of the termination of this Agreement prior to the end of any Term or Renewal Term.

7. **Compliance with HIPAA.** The parties acknowledge and agree that while Client is not a "Covered Entity" under HIPAA, Provider may act a "Business Associate" under HIPAA

of the Treatment Providers. In that capacity, and in connection with the provision of the Services, Provider shall comply at all times with the requirements of HIPAA that are applicable to Business Associates. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the "Privacy Rule" (45 CFR Parts 160 and 164, subparts A and E) and the "Security Rule" (45 CFR Part 164, subparts A and C), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").

8. **Notices.** All notices, requests, demands or other communications between the Provider and the Client shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to the Client: Fullerton SD
1401 W. Valencia Dr
Fullerton , CA 92833

Attention: Dr. Emy Flores

Email: emy_flores@myfsd.org

If to the Provider: Addiction Treatment Technologies, LLC
737 Pearl Ave Ste. 201-J
La Jolla, CA 92037
Attention: Chad A. Castruita
Email: ____chad@caresolace.com_____

Any Party may change the address or persons to which notices are to be sent to it by giving written notice that such change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

9. **Dispute Resolution.**

9.1 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

9.2 If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law representing the laws of the State of California. The court award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

10. **Indemnification; Insurance.**

10.1 The Provider agrees to indemnify and hold harmless the client from and against any and all claims for damages caused by the Providers' breach or failure to comply with

this Agreement or any breach of any representation or warranty made by Provider in this Agreement.

10.2 During the term of this Agreement, Client shall obtain and maintain commercial general liability insurance and E&O insurance, with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance naming Provider as an "Additional Insured."

11. **Conflict of Interest Provision.** Provider shall comply with all state and federal healthcare referral and anti-kickback statutes. Provider represents and warrants that it does not have an ownership interest in any of the treatment providers whose information appears on the Branded Site.

12. **Privacy Policy/Terms of Use.** The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

13. **Prevailing Party.** In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable attorneys' fees and costs associated with the action.

14. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

15. **Assignment.** The Provider will not assign or otherwise transfer its obligations under this Agreement without the written consent of Client.

16. **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

17. **Titles/Headings.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

18. **Governing Law.** It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

19. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

20. **Counterparts.** This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

21. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

22. **Authority to Execute Agreement.** Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Addiction Treatment Technologies, LLC (“Provider”)

Chad A. Castruita, CEO

Printed Full Name: _____

Signature: _____

Fullerton School District (“Client”)

Printed Full Name: _____

Title: _____

Signature: _____

Board Approval Date: _____

EXHIBIT A

SaaS TERMS AND CONDITIONS

This Exhibit is attached to and made a part of the General Service Agreement between the parties. The terms and conditions set forth below apply to the use of the Services, along with any amendments to the Terms and any operating rules or procedures that may be published from time to time by Provider. Capitalized terms used in this Exhibit which are not defined here shall have the meaning ascribed to them in the Agreement.

1. Definitions.

1.1 "Client Data." Client's information or other data processed, stored or transmitted by, in or through the Services.

1.2 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.3 "Provider Technology." The computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services.

1.4 "Third-Party Vendor." Provider's vendors who provide products, services and other resources to enable the Services.

2. Services and Terms. The Services are provided to Client subject to these Terms and Conditions. This is an Agreement for Services, and Client is not granted a license to any software by this Agreement.

3. Use Restrictions. Client covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Client will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

4. Security. Client and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their links to the Internet. As part of the Services, Provider shall implement reasonable security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access; provided, however, unless resulting

from the failure of Provider to perform the forgoing obligations, the parties agree that Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Provider at the time. Provider will promptly report to Client any unauthorized access to Client Data promptly upon discovery by Provider, and Provider will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, Client shall be solely responsible for any and all such notifications at its expense.

5. Monitoring of Client's Use. Provider reserves the right to internally monitor Client's usage of the Branded Site and Services.

6. No Commingling of Client Data. The Services shall be operated in an environment where (i) all Client Data shall be stored on files totally separate from those of other customers of Provider, or (ii) all files containing Client Data are partitioned sufficient to protect the security and privacy of Client Data.

7. Content.

7.1 Content Entry. "Content" means any information that Client may generate, provide, store, post, transmit or upload in connection with the Service, such as data files, written text, software, music, graphics, stylized logos, photographs, images, sounds, videos, messages and similar materials. As between Provider and Client, Client retains title to Content. Client agree that Client shall not include Content that is or gives rise to, and Provider may (but is not required to) refuse or remove Content that it determines in its sole discretion to be, (a) unlawful, offensive, threatening, harmful, libelous, defamatory, pornographic, gambling-related, obscene, racist, infringing or otherwise objectionable; (b) not wholly-owned by or validly licensed to Client; (c) a violation of a third party's intellectual property rights; (d) a breach of this Agreement; and/or (e) a violation of the terms and conditions, as modified from time to time, of Provider or its vendors who provide products, services, and other resources to enable the Services.

7.2 Submission. Once Client submits required Content to Provider, Client (a) authorizes and appoints Provider to integrate the Content with its proprietary solution to create the Branded Site; (b) will provide Provider with all information including modified Content that it requests in connection with such integration; (c) grant Provider the right

Exhibit A

to distribute or otherwise make the Branded Site available in accordance with the terms of the Agreement.

8. Technical Contacts. Client shall designate one of its employees as its principal contact for communicating with Provider regarding technical issues hereunder. Client may change its technical contact from time to time by written notice to Provider.

9. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Branded Site, Services, and Provider Technology shall remain exclusively vested in and be the sole and exclusive property of Provider and its licensors. In addition Client hereby transfers and assigns to Provider any rights Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client personnel relating to the Service.

10. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (ii) non-public aspects of Provider's Site and the operation thereof, Provider Technology, and the Services and additional services provided by Provider, and Provider's business and technical information, and data, and (iii) Client Data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of

Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

11. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Client agrees that Provider is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Provider.

12. Client Representations and Warranties.

12.1 Client represents and warrants that: (a) the Content does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations and use of the Services (by Client and its Authorized Users) will not (i) violate any applicable laws, or regulations, or (ii) cause a breach of any agreements with any third parties.

12.2 In the event of any breach by Client of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to suspend immediately any Services if deemed reasonably necessary by Provider to prevent any harm to Provider and its business. Provider will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach.

13. Provider Representations and Warranties. Provider represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Client will not violate any applicable laws or regulations of the United States. In the event of a breach by Provider of the foregoing warranties, Client's sole remedy is termination of this Agreement upon written notice to Provider.

14. Indemnity. Client agrees to defend, indemnify and hold harmless Provider and its affiliates and their respective officers, directors, agents, consultants and employees from

any claims, damages, liabilities, costs, and expenses (as incurred, including attorney's fees) arising from Client's breach or failure to comply with this Agreement or any breach of any of Client's representation or warranties.

15. Warranty. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, NONINFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. PROVIDER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, RISK OF INJURY TO CUSTOMER'S OR ANY USER'S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE OR COMMERCIAL ADVANTAGE. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

16. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS ESPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

17. Liability Cap. Except for Provider's confidentiality obligations, in no event shall Provider's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed the total fees payable by Client pursuant to the Agreement.

18. Publicity and Branding. Client agrees that Provider may (a) publicize Client's name, the fact of the Branded Site and Client's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

19. Options for Infringement Claims. If any party is enjoined from using the Provider Technology, or if Provider believes that the Provider Technology may become the subject of a claim of intellectual property infringement, Provider, at its option and expense, may: (i) procure the right for Client to continue to use the Services; (ii) replace or modify the Provider Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Provider shall refund to Client any and all subscription fees paid in advance by Client for those Services not provided by Provider and provide, at Client's request and free of charge, the Client Data in a database document format. This Section and the preceding Section sets forth the entire liability of Provider to Client for any infringement by the Provider Technology or Services of any intellectual property right of any third party.

20. Termination for End of Life. Notwithstanding anything contained in this Agreement to the contrary, in the event that Provider determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing customers, Provider may terminate this Agreement at any time by providing thirty (30) days prior written notice to Client.

21. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any subscription license fee or reimbursement due and payable to Provider under this Agreement, the non-defaulting party may terminate this Agreement upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

22. Transition Services. If Client is current in all payments due to Provider at the time of expiration or termination hereof, Provider shall provide to Client its Client Data in a standard database document format readily available to Provider at no additional charge. If Client requests the Client Data in a non-standard format, Client shall pay to Provider a reasonable fee for technical services as determined by Provider.

23. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Provider hereunder.

24. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

25. Miscellaneous. This Agreement shall be construed under the laws of the State of California, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior

communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

Exhibit A

-5-

SMRH:483425878.2

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE AUTHORIZED PROVIDER AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND AMERICAN RED CROSS FOR CONTRACTED SERVICES FROM AUGUST 1, 2018 THROUGH JUNE 30, 2021**

Background: District school nurses provide American Red Cross First Aid/CPR training and the agency provides the certification card.

American Red Cross rates are as follows:

Adult & Pediatric First Aid/CPR/AED (HSSSFA415) \$28/per person

Rationale: First Aid/CPR certification is required for certain job categories and recommended for others, especially those who work with students with moderate/severe disabilities. The Student Support Services department conducts training and provides certification cards at no cost to the employee.

Funding: All classes and cards will be paid for from Student Support Services fund (#513).

Recommendation: Approve Authorized Provider Agreement between Fullerton School District and American Red Cross for contracted services from August 1, 2018 through June 30, 2021.

EF:RG:vm
Attachment



Authorized Provider Agreement

This **Authorized Provider Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and **Fullerton School District** (the "AP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the AP's associated Red Cross certified instructors in good standing ("Instructors") to license Red Cross training materials for the AP's use in the instruction of Red Cross training courses specified in Appendix B ("Courses") within AP's organization and all other Entities/Locations designated on Appendix C.

- 1. AP Responsibilities.** In connection with offering the Courses, AP agrees that it will:
 - 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
 - 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by AP to teach on its behalf during the term of the Agreement.
 - 1.3. Obtain Red Cross confirmation of the certification and authorization status of new AP Instructors before permitting such Instructors to teach a Course.
 - 1.4. Be responsible for the oversight of AP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross Training Provider Resource Guide, policies and procedures (collectively, the "Policies").
 - 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and AP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
 - 1.6. Permit Red Cross to perform random observations of AP's Courses.
 - 1.7. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
 - 1.8. Timely pay the required fees in connection with the Agreement.
 - 1.9. Recognize its responsibility for all liabilities arising out of AP's performance under this Agreement. AP understands and acknowledges it is the responsibility of the AP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as Red Cross insurance does not extend to AP or its Instructors.

- 2. Red Cross Responsibilities.** To facilitate AP's Course offerings, Red Cross agrees that it will:
 - 2.1. Make Red Cross training content and Course Materials available to AP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
 - 2.2. Approve properly submitted Course Records and provide digital certifications, if applicable, for Course participants with a valid, unique email address.
 - 2.3. Provide AP with access to Red Cross electronic resources allowing AP to enter Course Records and print Course certificates.

3. Term and Termination.



- 3.1. This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 3.2. Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
- 3.3. The provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.

4. Fees and Invoicing.

- 4.1. AP will remit payment by credit card or will be invoiced, if approved.
- 4.2. Fees are set forth on Appendix B.
- 4.3. Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4. To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:

American Red Cross - Health & Safety Services
25688 Network Place
Chicago, IL 60673-1256

- 4.5. For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
- 4.6. Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the AP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7. If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with Red Cross Policies, the AP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the AP or any Red Cross employee, volunteer, Licensed Training Provider or AP.

5. Notices. Each Party's contact for legal notices under this Agreement is listed on Appendix A.

6. Confidentiality and Intellectual Property.

- 6.1. Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2. Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be



downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

7. Miscellaneous.

- 7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2. **Amendments.** This Agreement may only be amended or modified by the Parties in writing.
- 7.3. **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4. **Independent Contractors.** Each Party shall be furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5. **Assignment.** This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6. **Dispute Resolution.** The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation. If mediation is unsuccessful or not utilized, then the Parties will resolve the dispute by panel arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, provided, however, a dispute relating to the title, use, validity, or other similar claims related to intellectual property, including copyright, trademark, patent or trade secrets, shall not be subject to the provisions in this Section related to arbitration. The place of arbitration will be Washington, D.C. The Parties will equally split costs and expenses of arbitration, including arbitrators' fees but not attorneys' fees. The award of the arbitrators shall be accompanied by a written opinion setting forth the rationale for the decision. The panel may not award punitive or exemplary damages. The decision will be final and binding. Judgment upon the panel's award may be entered by any court of competent jurisdiction.
- 7.7. **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.

8. **Entire Agreement and Modifications.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior Authorized Provider Agreements and undertakings, both written and



**American
Red Cross**

**Preparedness and Health and Safety Services
Authorized Provider Agreement**

oral, between the Parties. Unless otherwise pursuant to this Agreement, all proposed modifications or additions to this Agreement, including but not limited to Customer purchase orders and accompanying terms and conditions, must be in writing and duly executed by both parties to take effect.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms AP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

Customer Name: Fullerton School District	The American National Red Cross
Customer Signature:	Red Cross Signature:
Name:	Name: Donna Cacciarelli
Title:	Title: Strategic Account Executive PHSS
Date:	Date:

**American
Red Cross****Preparedness and Health and Safety Services
Authorized Provider Agreement****Authorized Provider Agreement
Appendix A – Contact Information****Customer Information**Customer: **Fullerton School District**Customer Address: **1401 W. Valencia Drive
Fullerton, CA 92833**

Customer Fax: _____

Organization ID: **05264AP-FULL008**Customer Contact: **Kolbe Khong**Customer Contact Email: **kolbe_khong@myfsd.org**Customer Contact Phone: **(714) 447-2848**

Extension: _____

Billing Contact Name: **Aleda Sato**Billing Contact Phone: **(714) 447-7430**

Extension: _____

Billing Contact Email: **aleda_sato@fullertonsd.org**Customer Billing Address : **1401 W. Valencia Drive****Fullerton, CA 92833****US****Red Cross Strategic Account Executive**Name: **Donna Cacciarelli**Phone: **(661) 476-4584** Ext.: _____

Email:

donna.cacciarelli@redcross.org**Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.**



Preparedness and Health and Safety Services

Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
AP-HSSSFA415	Adult and Pediatric First Aid/CPR/AED	100.00	\$28.00

*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or www.RedCrossStore.org.

Method of Payment

Preferred Payment Type

Credit/Debit Card

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE AGREEMENT WITH LEVEL DATA TO PROVIDE ONE-TIME SERVICE FOR BULK ADDRESS VALIDATION

Background: The District sends numerous mailings throughout the year to correspond with parents of our students. Several pieces are returned due to insufficient address information. The information lacking could be missing direction (north, east, south, west) on a street or incorrect postal code. These errors lead to parents not receiving all the information from the District.

Rationale: District staff recommends entering into an agreement with Level Data to provide bulk address validation. This one-time service compares home and mailing addresses for students with US Postal Services to identify non-existent, misspelled, and vacant addresses. The addresses will then be imported and updated to the student system.

Funding: The amount not to exceed \$4,250 will be paid from the General Fund.

Recommendation: Approve agreement with Level Data to provide one-time service for bulk address validation.

RC:MG:gs
Attachment

July 17, 2018

Fullerton School District
Attn: Ms. Melissa Greenwood
1401 West Valencia Dr
Fullerton, CA 92833-3938

Quote Number: LD-1804154

Dear Ms. Greenwood,

Thank you for the opportunity to provide you with the enclosed quotation.

I will follow up with you to see if you have any questions. When you are ready to purchase, you will want to reference Quote Number LD-1804154 with your purchase order. We will gladly provide a W9 upon request.

Your Purchase Order secures your place in our implementation queue. Once the district PO arrives, Level Data will immediately invoice for payment.

Thank you for the opportunity to earn your business. We are confident that you will be pleased with the results!

Sincerely,
Albert Oliver
phone: (269) 488-2033
email: aoliver@leveldata.com

July 17, 2018

Level Data, Inc.

Fullerton School District

BENEFITS

When the project is complete, Fullerton School District will have the base foundation for a sustainable and scalable model for clean and uniform data. Benefits include timely data exchange, accurate data, ease of data entry, and reduced labor in all key departments.

SERVICES

Service Name	Quantity	Price	Total Price
Bulk Address Validation (One-Time Service) This one-time Level Data service compares home and mailing addresses for students in your SIS with US Postal Services to identify non-existent, misspelled, and vacant addresses. A Business Analyst will review the results with the district and provide instruction on how to import and confirm results.	13363	\$0.30	\$4,008.90
PowerSchool (Authoritative Source/Student Information) Local	13363	\$0.00	\$0.00
Total			\$4,008.90

Pricing is valid for 30 days from date of this quotation.

Payment terms:

The full amount of the first year service cost is due 30 days from the date of the Invoice. Work can begin upon receipt of a Purchase Order. **The completed service connector(s) cannot be released to full functionality until this amount has been paid.**

Additional applications can be added to the package at any time. Changes to existing application connectors can be made as needed. Each application has a cost and an implementation process that will be evaluated along with the integration process prior to placing an order.

Approval of this quotation of services constitutes agreement with our Terms of Service

(<http://www.leveldata.com/terms-of-use>) and Privacy Policy (<http://www.leveldata.com/privacy-policy>).

Level Data Terms of Service

Updated: June, 2017

Welcome to Level Data. This page explains the terms by which Customer may use and otherwise interact with our online website, applications/services, and software provided on or in conjunction with Level Data's proprietary service, technology, and infrastructure for the distribution of tools and technologies to enable users to access, use, and analyze data, materials, and information relevant to the education market (such applications and software, collectively, "Applications," and such service, technology, and infrastructure, the "Managed Service").

July 17, 2018

Level Data, Inc.

Fullerton School District

THESE TERMS OF SERVICE (the "Terms") GOVERN THE USE OF LEVEL DATA SERVICES (the "Services") BY Customer, THE CUSTOMER (YOU, YOUR, CUSTOMER), SO PLEASE CAREFULLY READ THEM BEFORE USING THE SERVICES. IF CUSTOMER LEA/SEA REQUIRES A SEPARATE MOU PLEASE FIND OUR [STANDARD MOU HERE](#).

Customer may accept this Agreement by signing a Quotation or taking another action that indicates Customer acceptance of this Agreement. By agreeing to these Terms, Customer agrees to the terms of this Agreement.

If Customer are entering into this Agreement on behalf of a District, Department of Education, ISD, or other legal entity, Customer represent that Customer have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "Customer", "Customer" shall refer to such entity and its affiliates. If Customer does not have such authority, or if Customer does not agree with these terms and conditions, Customer must not accept this Agreement and may not use Level Data Services.

By accepting this Agreement, Customer acknowledges and authorizes Level Data to have secure access Customer's Library, Transportation, Nutrition, Special Education, Directory, Student Information System (the "SIS") and / or other systems data via Private VPN, Secure File Transfer Protocol ("SFTP"), Secure Shell ("SSH"), or other secure method for the purpose of allowing Level Data to provide Customer software integration. For SIS customizations, Customer hereby acknowledges and authorizes custom code to run inside the SIS and operate on data records inside the SIS data store. The term "Student Information System ("SIS") includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g.

LEVEL DATA SERVICES

Customer orders Level Data Services by completing and signing and returning a Quotation for Services. Each accepted, fully executed Quote shall be deemed to be incorporated herein by reference as if attached and made an integral part of this Agreement. This agreement shall function as the memorandum of understanding (MOU) between Level Data and Customer.

If a Customer purchase agreement is required, these Terms of Service must be appended and considered an integral part of this Agreement. Any discrepancies, contradictions, or disputes between this and a Customer Purchase agreement shall default to the meaning, purpose, and function of this agreement. Level Data shall retain all ownership rights to any and all Deliverables excluding, any pre-existing technology or materials supplied by Customer for incorporation into such Deliverable. Level Data grants Customer a royalty-free, non-exclusive, non-transferable, non-assignable worldwide license to use any Deliverable, to the extent necessary to permit Customer to use the Deliverable in connection with Level Data Services during the Term of this Agreement. Customer acknowledges that nothing in this Agreement shall restrict or limit Level Data from performing similar services for any third party.

Customer shall pay all fees or charges as specified on each executed Quotation and Invoice. All payment obligations are non-cancelable and all amounts paid are nonrefundable. Level Data charges and collects in advance for committed subscription fees and in arrears for usage which exceeds such committed amounts as defined on each Quotation or Invoice. Unless otherwise set forth in the applicable Quotation or Invoice, payment

July 17, 2018

Level Data, Inc.

Fullerton School District

terms are net thirty (30) days from the date of Level Data's Invoice, without offsets or deductions of any kind, and payment is due in US dollars. If payment is to be made via credit card, such payment shall be chargeable upon invoice date. In the event that Customer's use of Level Data Services exceeds the committed subscription usage, additional Overage fees shall apply as set forth in the applicable Quotation. Such Overage fees shall be assessed annually in arrears.

Level Data reserves the right to suspend or terminate this Agreement, any related Quotations, and Customer's use of Level Data Services if Customer's account becomes delinquent and is uncured for a period of ninety (90) days. If Customer believes Customer's bill is incorrect, Customer must contact Level Data in writing within sixty (60) days of the date of the Invoice containing the amount in question to be eligible to receive an adjustment or credit. Customer agrees to provide Level Data with accurate billing and contact information, including Customer's legal entity name, street address, e-mail addresses, names, and telephone numbers of authorized billing and Administrator contacts. Customer agrees to update this information within thirty (30) days of any change to it.

TERM

The term of an applicable Quotation will begin on the Effective Date of the Quotation and shall continue for the initial term specified in such Quotation. In the event that a Quotation contains Services added to an existing subscription, such added Services shall be billed on a prorated basis and will be coterminous with the Initial Service Term or applicable

Renewal Service Term. Unless otherwise set forth in an applicable Quotation, upon expiration of the Initial Service Term of any Quotation, such Services will renew automatically for a subsequent Renewal Service Term of twelve (12) months, unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current Service Term.

PROPRIETARY RIGHTS

Subject to the terms and conditions of this Agreement, Level Data grants Customer a non-exclusive, non-transferable, non-assignable, worldwide limited license to use the purchased Level Data Services provided hereunder solely for Customer's own business purposes and only for the specific applications and time periods as set forth in each fully executed Quotation.

Subject to the limited rights expressly granted hereunder, Level Data reserves all rights, title and interest in and to Level Data Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer agrees not to challenge the validity or Level Data's ownership of the intellectual property rights in Level Data Services. Level Data reserves the right to make changes, modifications and enhancements to Level Data Services from time to time.

Customer shall not permit any third party to access Level Data Services except as permitted herein, create derivative works based on Level Data Services, copy, frame or mirror any part or content of Level Data Services, reverse engineer, or access Level Data Services in order to build a competitive product or service, or copy any features, functions or graphics of Level Data Services.

July 17, 2018

Level Data, Inc.

Fullerton School District

Subject to the limited rights granted by Customer hereunder, Level Data shall acquire no right, title, or interest from Customer under this Agreement in or to Customer data, including any intellectual property rights therein.

ACCESS

Customer authorizes Level Data to securely access, view, analyze, and manipulate student and staff information for the sole benefit and purpose of the Customer. Customer shall facilitate a means for Level Data to securely access the information in its SIS and other systems as desired by Customer for the implementation and integration of systems at Customer. Level Data shall securely access student information for the purposes of providing software integration, as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) or a Business Associate as defined by HIPAA (45 CFR 160.103).

THIRD PARTY ACCESS

Customer may designate third parties who are authorized to securely access its student information. Level Data shall not re-disclose student information to any third parties unless explicitly authorized, in writing, by Customer. Customer may, at any time, revoke any access to student information by providing written notice to Level Data.

YOUR CHOICES ABOUT YOUR INFORMATION

Account information and settings: Districts may update account information and modify Services by signing into the administrator account. Districts and other website visitors can opt-out of receiving promotional email from us by clicking on the "unsubscribe" feature at the bottom of each email. Sorry, you cannot unsubscribe from Service-related messaging.

If you have any questions about reviewing or modifying account information, contact us directly at Info@LevelData.com

CONFIDENTIALITY

Level Data agrees to deem all student information provided to it by Customer from the SIS or other systems as confidential and not to be shared with third parties without written authorization. Further, Level Data agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and other regulations as required.

Confidential information shall not include any information that is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, is received from a third party without breach of any obligation owed to the Disclosing Party, or was independently developed by the Receiving Party. Confidential Information of both parties shall include, without limitation, any amounts paid under, and the terms of, the Agreement, as well as information regarding either party's business, strategies, plans, suppliers, clients, finances, business plans, product development, technology, and software.

July 17, 2018

Level Data, Inc.

Fullerton School District

For the avoidance of doubt, Level Data's Confidential Information shall include the proprietary aspects, designs, and features of the Applications and the Managed Service.

Neither party will use the other's Confidential Information without the other's written consent as expressly permitted in the Agreement except for the purpose of exercising its rights or carrying out its obligations under the Agreement. Each party will disclose the other's Confidential Information to its employees, agents, representatives, and consultants only on a need-to-know basis and subject to reasonable confidentiality obligations on such persons. Each party will protect the other's Confidential Information using the same degree of care, but no less than reasonable care, to prevent the unauthorized use or disclosure of such Confidential Information.

The obligations set forth in this will not apply to any information that: (i) was previously known to either party free of any obligation of confidentiality; (ii) is or becomes publicly available other than by means of unauthorized disclosure by either party; or (iii) is required to be disclosed pursuant to statute, regulation, or order of a court.

TERMINATION

Customer may, at any time, terminate relationship with Level Data by providing written notice. Within 72 hours of receipt of notice of termination, Level Data shall cease accessing the Customer's SIS and/or other systems and destroy any stored student information.

CHILDREN'S DATA

The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain clear and verifiable parental consent before collecting personal information about children under 13. Customer represents and warrants that it has the authority to provide consent on behalf of parents for Level Data to extract, collect, transpose, and load information about students. We recommend that Customer provides appropriate disclosures to students and parents regarding Customer's use of service providers such as Level Data and that Customer provide a copy of our Privacy Policy to parents and guardians, as needed. Level Data's Privacy Policy can be found at <http://www.leveldata.com/privacy>.

MODIFICATIONS

Level Data reserves the right to modify these Terms of Service at any time without notice, but the most current version of the Terms will always be available on its website. If Customer finds the Terms unacceptable at any time, Customer may discontinue its use of the Services. By continuing to use the Services, including accessing Level Data's website, after the date of any change to these Terms, Customer agrees to be bound by the rules contained in the most recent version of these Terms.

July 17, 2018

Level Data, Inc.

Fullerton School District

REPRESENTATIONS AND WARRANTIES

Each party hereby represents, warrants, and covenants that: (i) it has full authority to enter into the Agreement; and (ii) the Agreement shall constitute a valid and binding obligation on such party, enforceable in accordance with the terms of each.

Level Data hereby warrants that the Applications and the Managed Service will perform substantially in accordance with its documentation or specifications. The foregoing warranty shall not apply to performance issues of the Applications and the Managed Service: (i) caused by factors outside of our reasonable control; (ii) that result from any actions or inactions of Customer or any third parties; or (iii) that result from Customer data structure, operating environment, or equipment.

Customer hereby represent and warrant that Customer are the owner of or otherwise have the right to use and provide all materials furnished or licensed by Customer to us in connection with the Agreement, and that such materials do not now and will not at any relevant time infringe upon any third-party's intellectual property rights.

DISCLAIMER OF WARRANTIES

THE SERVICES, AND ALL MATERIALS, INFORMATION, AND SERVICES INCLUDED IN THE LEVEL DATA SITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER. LEVEL DATA INC. AND ITS LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. LEVEL DATA INC. AND ITS LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. LEVEL DATA INC. DOES NOT WARRANT THAT (I) THE SERVICES WILL MEET Customer'S SPECIFIC REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY Customer THROUGH THE SERVICES WILL MEET Customer'S EXPECTATIONS, AND (V) ANY ERRORS IN THE LEVEL DATA SITE WILL BE CORRECTED. LEVEL DATA INC. AND ITS LICENSORS DISCLAIM, ANY WARRANTIES FOR ANY INFORMATION, CONTENT OR ADVICE OBTAINED THROUGH THE SERVICES. LEVEL DATA INC. AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE LEVEL DATA INC. SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE LEVEL DATA SITE OR SERVICES.

July 17, 2018

Level Data, Inc.

Fullerton School District

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL LEVEL DATA INC. OR ITS LICENSORS BE LIABLE TO CUSTOMER ON ACCOUNT OF MISUSE OF OR RELIANCE ON THE SERVICES OR LEVEL DATA SITE ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES OR LEVEL DATA SITE, FROM INABILITY TO USE THE SERVICES OR LEVEL DATA SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES OR LEVEL DATA SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR LEVEL DATA SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE LEVEL DATA INC. SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL

PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT WILL LEVEL DATA'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY RECEIVED BY LEVEL DATA IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM UNDER THESE TERMS AND AN APPLICABLE CUSTOMER OR PARTNERSHIP AGREEMENT (AND IN THE CASE OF A PARTNERSHIP AGREEMENT, SUCH AMOUNTS WILL BE NET OF PAYMENTS TO PARTNER).

USER CONTENT

Certain of the Managed Services may allow Customer or Customer's users to post content such as profile information, comments, questions, articles, and other content or information (any such materials Customer submit, post, display, or otherwise make available on the Applications or Managed Service, "User Content"). Level Data claims no ownership rights over User Content created, uploaded, or transmitted by Customer. The User Content Customer's users create remains Customers; however, by sharing the User Content through the Applications, Customer agree to allow others to view, edit, and share Customer User Content in accordance with this Agreement. However, Level Data may, in its sole discretion, remove any User Content shared via the Applications.

Customer agrees that neither Customer nor Customer's users will post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to Customer, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains

July 17, 2018

Level Data, Inc.

Fullerton School District

any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that Customer do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that Customer know is not correct and current. Customer agree that any User Content that Customer post does not and will not violate third-party rights of any kind, including without limitation any intellectual property rights or rights of privacy. To the extent that Customer User Content contains music, Customer hereby represents that Customer is the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. Level Data may reject or remove any User Content that we believe, in our sole discretion, violates these provisions.

In connection with User Content, Customer affirms and represent the following:

Customer has the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released Customer from any liability that may arise in relation to such use.

Customer User Content and Level Data's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights.

Level Data may exercise the rights to Customer User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

To the best of Customer knowledge, all Customer User Content and other information that Customer provides to us is truthful and accurate.

We take no responsibility and assume no liability for any User Content that Customer or Customer's user's upload, post, send, or otherwise transmit via the Applications. Customer shall be solely responsible for Customer User Content and the consequences of posting or publishing it, and Customer agrees that Level Data is only acting as a passive conduit for Customer online distribution and publication of Customer User Content. Customer understands and agree that Customer may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, presents health risks, or may otherwise be unsuited to Customer purpose, and Customer agrees that Level Data shall not be liable for any damages Customer allege to incur as a result of Customer User Content.

July 17, 2018

Level Data, Inc.

Fullerton School District

By posting any User Content via the Applications, Customer expressly grant, and Customer represent and warrant that Customer has all rights necessary to grant, to Level Data a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and Customer name, voice, and/or likeness as contained in Customer User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Applications and Level Data's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Applications (and derivative works thereof) in any media formats and through any media channels. Customer also hereby grants each user of the Applications a non-exclusive license to access Customer User Content through the Application(s), and to use, reproduce, distribute, display and perform such User Content to the extent permitted through the functionality of the Applications and under this Agreement.

DMCA NOTICE

Because Level Data respects artist and content owner rights, it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). If Customer believes that Customer's copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Applications and the Managed Service, please notify our copyright agent as set forth in the DMCA. For Customer's complaint to be valid under the DMCA, Customer must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that Customer claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Applications or the Managed Service;
- Information reasonably sufficient to permit us to contact Customer, such as Customer's address, telephone number, and email address;
- A statement that Customer has a good faith belief that use of the material in the manner

complained of is not authorized by the copyright owner, its agents, or law; and

A statement, made under penalty of perjury, that the above information is accurate, and that Customer are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Level Data, Inc.

Address: 4787 Campus Dr

Kalamazoo, MI 49008

Telephone: 866-511-DATA(3282)

Email: [info@LevelData.com]

July 17, 2018

Level Data, Inc.

Fullerton School District

UNDER FEDERAL LAW, IF Customer KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, Customer MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEY'S FEES.

Please note that this procedure is exclusively for notifying us and our affiliates that Customer's copyrighted material has been, or may have been, infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding Customer rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. We may also at our sole discretion limit access to the Applications and the Managed Service and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

GENERAL

The relationship between Customer and Level Data under the Agreement is that of independent contractors only. Nothing in this Agreement will be construed so as to constitute a partnership, joint venture, or agency relationship. Neither party will have any power or authority to bind the other in any transaction with a third-party. Unless otherwise expressly agreed by the parties, the services rendered hereunder shall be on a non-exclusive basis and the party rendering them shall be free to accept other engagements at all times.

All notices, requests, claims, demands, and other communication under this Agreement may be delivered by any method chosen by the sender that positively establishes legally valid and admissible evidence of actual receipt by the named recipient. The sender shall bear the burden of establishing delivery with respect to the method chosen.

This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. Any additions or modifications to this Agreement must be made in writing and must be signed by the authorized representatives of both parties. If

any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without consent in connection with a merger, consolidation, restructuring, or sale of all or substantially all of its equity, business, or assets to which this Agreement relates.

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. Each party hereby expressly and irrevocably consents to the exclusive

July 17, 2018

Level Data, Inc.

Fullerton School District

jurisdiction of the state and federal courts located in Kalamazoo County, Michigan in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief under this Agreement, or otherwise arising under or by reason of this Agreement.

Neither the waiver by either party of a breach of or a default under any of the provisions of this Agreement, nor the failure of either party, on one or more occasions, to enforce any of the provisions of this Agreement, or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder.

Each party will comply with all federal, state, and local laws, rules, and regulations, as amended from time to time, applicable to such party's performance of its obligations under this Agreement, including all applicable export laws, rules, and regulations of the United States and other applicable jurisdictions, and those related to data privacy.

Neither party will be liable for any failure of performance hereunder or for damages caused by any delay or failure to perform hereunder if performance is made impracticable or impossible due to any occurrence beyond its control, including without limitation: acts of God, fires, floods, wars, riots or civil disorders, acts of a public enemy, sabotage, accidents, enactment or act of any government or governmental instrumentality (whether federal, state, local, or foreign, and whether valid or invalid), failure of technical facilities, and any other occurrence which would have a material adverse impact on a party's ability to perform under this Agreement which is not reasonably within such party's control.

If Customer is a federal, state, or local government entity in the United States using the Applications or Managed Service in Customer official capacity and legally unable to accept the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to Customer. For such U.S. federal government entities, the Agreement and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Michigan (excluding choice of law).

ABOUT THESE TERMS

The Terms herein control the relationship between Level Data and Customer. If Customer does not comply with these Terms, and Level Data does not take action right away, this does not mean that Level Data is giving up any rights that Level Data may have, such as taking action in the future. If a provision of these Terms is found unenforceable, the

remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting the original intent as closely as possible.

The laws of Michigan, U.S.A., will apply to any disputes arising out of or relating to these Terms or the Services. All claims arising out of or relating to these Terms or the Services will be handled exclusively in the federal or

July 17, 2018

Level Data, Inc.

Fullerton School District

state courts of Kalamazoo County, Michigan, and Customer and Level Data consent to venue and personal jurisdiction in those courts.

For information about how to contact Level Data, please visit Level Data's contact page or send an email to info@leveldata.com.

INCORPORATIONS BY STATE

Pursuant to state law, the following state-specific language is hereby incorporated into this Terms of Service; provided that Level Data is providing and/or offering you Level Data Products or Services in one of the following states:

- California – Level Data will not use your data for any purpose beyond the indicated purposes in the Terms of Service and as defined by the school District, which includes this Privacy Policy. This includes, but is not limited to, Level Data's policy to never use personally identifiable information to engage in targeted advertising.
- Colorado – Level Data will not use your data for any purpose beyond the indicated purposes in the Terms of Service or as defined by the school District, which includes this Privacy Policy. Only the Level Data employees that have a legitimate interest in accessing your data, will be granted authorization by Level Data. No data is shared with any third parties unless Level Data is directed to do so by the school District. PII is extracted, transformed, and loaded only to District specified applications by Level Data on behalf of the school District.
- Florida – Level Data will provide notification of a security breach pursuant to requirements as mandated in the Florida Information Protection Act of 2014.
- Maryland – Level Data will not use Covered Information to engage in targeted advertising.
- New York – In accordance with New York Education Law § 2-d, Level Data will comply with and attach to the school District's contract the Parents' Bill of Rights for Data Privacy and Security, as applicable.
- Pennsylvania – Level Data will provide notification of a security breach pursuant to the requirements of Pennsylvania's Breach of Personal Information Notification Act.
- Washington – Level Data will provide notice before making material changes to this Privacy Policy.

CONTACT DETAILS

If you have any questions, please contact:

Ben Ipema, COO, or acting Operations Officer at our main number, 866-511-3282.

Level Data, Inc.

By: Albert S. Oliver
Name: Albert Selby Oliver (printed/typed)
Title: Senior Account Executive

Date: July 17, 2018

Fullerton School District

By: _____
Name: Robert R. Coghlan, Ph.D. (printed/typed)
Title: Assistant Superintendent, Business Services

Date: _____



July 17, 2018

Level Data, Inc.

Fullerton School District

Thank you for the opportunity to present this quotation. Please let me know how I can be of service.

Sincerely,

Albert Oliver / Senior Account Executive
aoliver@leveldata.com / Direct: 269-488-2033

Level Data Inc.
Office: 866-511-3282
6850 Stadium Drive | Kalamazoo, MI 49009
<http://www.leveldata.com>

CONSENT ITEM

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORTS

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on June 18, 2018.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

CL:yd
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18**

LEGEND

Acronym	Definition
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Burns	Michael	Director of Nutrition Services	Add 2% Longevity increase	6/1/18	90	8.00	606	M21/3
Juarez	Elizabeth	Personnel Technician I/sub	Add substitute classification	5/14/18	99		522	B23/1
Juarez	Elizabeth	Senior Secretary/sub	Add substitute classification	5/14/18	99		522	B24/1
Cassidy	Rosalie	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.50	123	B14/6
Corona	Theresa	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6
Earle	Karen	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

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Grodowski	Cheri	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6
Heffner	Colleen	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6
Mora-Wochner	Frankie	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6
Oregel	Maria	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	5.00	123	B14/6
Rivera	Nadia	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/5
Villalobos	Wendy	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Whitaker	Robin	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6
Willis	Alma	Inst. Asst./Special Ed I	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	4.00	123	B14/6
Alvarado	Marlene	Inst. Asst./Special Ed II A	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 2% stipend
Benjamin	Joyce	Inst. Asst./Special Ed II A	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 6% stipend
Gordon	Alicia	Inst. Asst./Special Ed II A	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 2% stipend
Hebert	Kathryn	Inst. Asst./Special Ed II A	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.50	123	B14/6 + 6% stipend

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

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Quirk-Lutman	Deborah	Inst. Asst./Special Ed II A	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.50	123	B14/6 + 6% stipend
Acevedo	Amanda	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/5 + 6% stipend
Aure	Jessica	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/5 +6% stipend
Belleque	Tonya	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 6% stipend
Capps	Theresa	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 6% stipend
Cleveland	Travis	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/4 +6% stipend

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
DuCharme	Krystin	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/4 +6% stipend
Garcia	Jacqueline	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/1 +6% stipend
Guzik-Torres	Melissa	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/4 +6% stipend
Hamelberg	Sarah	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.25	123	B14/6 + 6% stipend
Hamill	James	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/2 +6% stipend
Hussaini	Ayesha	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/4 + 6% stipend

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Iniguez	Noemi	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 6% stipend
Lilly	Euna	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/4 + 6% stipend
Marquez	Carmen	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/1 + 6% stipend
Monterey	Elizabeth	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/5 +6% stipend
Mota	Carlos	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/5 +6% stipend
Quindt	Alyssa	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/4 +6% stipend

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

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Rainis	Jonathan	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/4 +6% stipend
Rebollar	Lizette	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 6% stipend
Sanchez	Karen	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/3 +6% stipend
Santos	Maria	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 6% stipend
Sem	Rosanne	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/3 + 6% stipend
Wert	Holly	Inst. Asst./Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6 + 6% stipend

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Williams	Rachel	Inst. Asst/Special Ed II B	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/2 + 6% stipend
Foscante-Gwatney	Aimee	Speech and Language Pathology Assistant	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	29	6.00	123	B21/3
Rogers	Susan	Speech and Language Pathology Assistant	Employ Extended School Year NTE 4 hours per day through 7/6/18	6/11/18	25	6.00	123	B21/6
York	Deborah	Inst. Asst./Special Ed I	Employ Extended School Year NTE 6 hours per day through 7/6/18	6/11/18	29	6.00	123	B14/6
Smith	Patricia	Inst. Asst./Special Ed II A	Employ Extended School Year NTE 6 hours per day through 7/6/18	6/11/18	29	6.50	123	B14/6 + 6% stipend
Tran	Delia	Personnel Technician I	Extra summer work NTE 110 hours through 7/13/18	6/11/18	58	8.00	521	B23/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Arellano	Roxanne	Clerical Assistant II/BB	Extra summer work NTE 120 hours through 6/29/18	6/11/18	59	8.00	409	B20/5
Lara	Edelicia	Clerical Assistant II/BB	Extra summer work NTE 120 hours through 6/29/18	6/11/18	59	8.00	409	B20/4
Tapia	Vicky	Clerical Assistant II/BB	Extra summer work NTE 120 hours through 6/29/18	6/11/18	59	8.00	409	B20/5
Contreras	Sandra	School Office Manager	Extra summer work NTE 120 hours through 6/29/18	6/11/18	59	8.00	409	B25/6
Illingworth	Shannon	Supervisor of Nutrition Services	Extra summer work NTE 120 hours through 7/23/18	7/2/18	90	8.00	606	M10/1
Garcia	Abraham	Social Service Assistant	Extra summer work NTE 125 hours through 7/27/18	7/2/18	55	6.00	212	B17/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Mata	Alma	Social Service Assistant	Extra summer work NTE 125 hours through 7/27/18	7/2/18	55	6.00	212	B17/2
Hernandez	Leticia	Food Production Coordinator Assistant	Extra summer work NTE 16 hours through 6/7/18	6/6/18	90	8.00	606	B26/5
Lu	Angela	Account Clerk I	Extra summer work NTE 16 hours through 6/8/18	6/7/18	90	6.00	606	B20/2
Bhakta	Hina	Computer Technician I	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	4.00	409	B30/1
Ramirez	Jose	Computer Technician I	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	8.00	409	B30/4
Webb	Brooke	Computer Technician I	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	20.00/wk	409	B30/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Williamson	Sherrie	Computer Technician I	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	8.00	409	B30/3
Biddle	Ryan	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	30.00/wk	409	B21/4
Chon	Hanna	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	8.00	409	B21/6
Churchwell	Jennifer	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	20.00/wk	409	B21/4
Contreras	Carolina	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	8.00	409	B21/6
Eager	Laura	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	8.00	409	B21/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

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Harris	Heidi	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	20.00/wk	409	B21/6
Koeul	Christina	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	8.00	409	B21/5
Lejano	Maria Lourdes	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	20.00/wk	409	B21/4
Nunn	Joseph	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	20.00/wk	409	B21/1
Rashid	Zehra	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	20.00/wk	409	B21/6
Reese	Mary	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	20.00/wk	409	B21/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

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Weatrowski	Rebecca	Inst. Asst./Technology	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	30.00/wk	409	B21/6
Smith	Laura	Clerical Assistant II	Extra summer work NTE 2 hours per day through 6/1/18	5/1/18	54	3.50	248	B19/6
Knighton	Gena	Inst. Asst./Special Ed I	Extra summer work NTE 20 hours through 7/31/18	6/11/18	23	6.10	304	B14/6
Biddle	Ryan	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	30.00/wk	409	B21/4
Chon	Hanna	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	8.00	409	B21/6
Churchwell	Jennifer	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	20.00/wk	409	B21/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Contreras	Carolina	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	8.00	409	B21/6
Eager	Laura	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	8.00	409	B21/2
Harris	Heidi	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	20.00/wk	409	B21/6
Koeul	Christina	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	8.00	409	B21/5
Lejano	Maria Lourdes	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	20.00/wk	409	B21/4
Nunn	Joseph	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	20.00/wk	409	B21/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Rashid	Zehra	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	20.00/wk	409	21/6
Reese	Mary	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	20.00/wk	409	B21/6
Weatrowski	Rebecca	Inst. Asst./Technology	Extra summer work NTE 224 hours through 8/8/18	7/2/18	59	30.00/wk	409	B21/6
Ramirez	Jose	Computer Technician I	Extra summer work NTE 240 hours through 8/10/18	7/2/18	59	8.00	409	B30/4
Webb	Brooke	Computer Technician I	Extra summer work NTE 240 hours through 8/10/18	7/2/18	59	20.00/wk	409	B30/4
Williamson	Sherrie	Computer Technician I	Extra summer work NTE 240 hours through 8/10/18	7/2/18	59	8.00	409	B30/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Lee	Derek	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	19.50/wk	855	B11/6
Mendoza	Edith	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	19.75/wk	085	B11/6
Montiel	Shaina	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	17.50/wk	085	B11/4
Moreno	Erika	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	19.50/wk	085	B11/6
Ocampo	Beatriz	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	18.00/wk	085	B11/6
Pereyra	Erica	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	19.75/wk	085	B11/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

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Pirali	Daniel	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	18.00/wk	085	B11/5
Prudencio	Jennifer	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	19.50/wk	085	B11/4
Salmones	Devin	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	18.00/wk	085	B11/6
Silvas	Amber	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	17.50/wk	085	B11/6
Turcios Miranda	Ana	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	19.75/wk	085	B11/6
Vazquez	Maricela	Inst. Asst./Recreation	Extra summer work NTE 25 hours per week through 07/27/2018	6/7/18	60	19.75/wk	085	B11/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

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Forte	Evita	Inst. Asst./Recreation	Extra summer work NTE 25 hours through 07/27/2018	6/7/18	60	19.50/wk	085	B11/6
Garcia	Lissett	Inst. Asst./Recreation	Extra summer work NTE 25 hours through 07/27/2018	6/7/18	60	19.75/wk	085	B11/6
Garcia	Sandybelle	Inst. Asst./Recreation	Extra summer work NTE 25 hours through 07/27/2018	6/7/18	60	17.50/wk	085	B11/6
Garcia Salvador	Lourdes	Inst. Asst./Recreation	Extra summer work NTE 25 hours through 07/27/2018	6/7/18	60	18.00/wk	085	B11/6
Hoffa	Jeanne	Inst. Asst./Recreation	Extra summer work NTE 25 hours through 07/27/2018	6/7/18	60	19.75/wk	085	B11/6
Biddle	Ryan	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	30.00/wk	302	B21/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Chon	Hanna	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	8.00	302	B21/6
Churchwell	Jennifer	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	20.00/wk	302	B21/4
Contreras	Carolina	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	8.00	302	B21/6
Eager	Laura	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	8.00	302	B21/2
Harris	Heidi	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	20.00/wk	302	B21/6
Koeul	Christina	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	8.00	302	B21/5

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Lejano	Maria	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	20.00/wk	302	B21/4
Nunn	Joseph	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	20.00/wk	302	B21/1
Rashid	Zehra	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	20.00/wk	302	B21/6
Reese	Mary	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	20.00/wk	302	B21/6
Weatrowski	Rebecca	Inst. Asst./Technology	Extra summer work NTE 25 hours through 08/08/2018	6/4/18	55	30.00/wk	302	B21/6
Lee-Chong	Shawn	Inst. Asst./BB	Extra summer work NTE 30 hours through 7/11/18	7/2/18	51	4.00	510	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Bradley	Jennifer	After School Program Site Lead	Extra summer work NTE 35 hours per week through 07/27/2018	6/7/18	60	8.00	085	B18/6
Deemer	Matthew	After School Program Site Lead	Extra summer work NTE 35 hours per week through 07/27/2018	6/7/18	60	8.00	085	B18/6
Gonzalez	Karen	After School Program Site Lead	Extra summer work NTE 35 hours per week through 07/27/2018	6/7/18	60	35.00/wk	085	B18/6
Hernandez Prado	Fabiola	After School Program Site Lead	Extra summer work NTE 35 hours per week through 07/27/2018	6/7/18	60	8.00	085	B18/6
Mendoza	Sandra	After School Program Site Lead	Extra summer work NTE 35 hours per week through 07/27/2018	6/7/18	60	34.00/wk	085	B18/6
Ortega	Danielle	After School Program Site Lead	Extra summer work NTE 35 hours per week through 07/27/2018	6/7/18	60	30.00/wk	085	B18/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 6/18/18
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/24/18

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Perera	Himashie	After School Program Site Lead	Extra summer work NTE 35 hours per week through 07/27/2018	6/7/18	60	8.00	085	B18/6
Reeves	Ronan	After School Program Site Lead	Extra summer work NTE 35 hours per week through 07/27/2018	6/7/18	60	34.00/wk	085	B18/3
Tapia	Vicky	Clerical Assistant II/BB	Extra summer work NTE 40 hours through 6/22/2018	6/11/18	55	8.00	115	B20/5
Gonzalez	Eduardo	Food Production Coordinator	Extra summer work NTE 40 hours through 6/29/18	6/25/18	90	8.00	606	B36/6
Garcia	Abraham	Social Service Assistant	Extra summer work NTE 40 hours through 6/29/18	6/4/18	55	6.00	212	B17/4
Mata	Alma	Social Service Assistant	Extra summer work NTE 40 hours through 6/29/18	6/4/18	55	6.00	224	B17/2

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Illingworth	Shannon	Supervisor of Nutrition Services	Extra summer work NTE 40 hours through 6/29/18	6/25/18	90	8.00	606	M10/1
Lara	George	Technical Support Specialist I	Extra summer work NTE 40 hours through 7/16/18	6/18/18	55	8.00	508	B26/3
Gutierrez	Diana	Clerical Assistant II	Extra summer work NTE 40 hours through 7/25/2018	7/19/18	16	8.00	304	B19/6
Arellano	Jeannette	School Office Manager	Extra summer work NTE 40 hours through 7/25/2018	7/19/18	16	8.00	304	B25/6
Alonzo	Kathy	State Preshool Service Assistant/BB	Extra summer work NTE 40 hours through 7/6/18	6/8/18	60	8.00	310	B18/1
Lopez-Gonzalez	Laura	CELDT Asses. Asst.	Extra summer work NTE 40 hours through 8/10/18	6/4/18	55	8.00	224	B20/6

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Stipe	Catherine	Mental Health Counseling Specialist	Extra summer work NTE 40 hours through 8/8/18	8/2/18	21	8.00	302	B40/1
Ordway	Tracy	Food Service Assistant II	Extra summer work NTE 42 hours through 6/28/18	6/11/18	90	8.00	606	B12/6
Gonzalez	Maria	School Office Manager	Extra summer work NTE 5 hours per day through 06/29/2018	6/11/18	24	8.00	224	B25/6
Sheehan	Colleen	Food Service Assistant I	Extra summer work NTE 54 hours through 7/12/18	6/18/18	90	4.50	606	B08/6
Tan	Chai-Boay	Food Service Assistant I	Extra summer work NTE 72 hours through 7/13/18	6/11/18	90	4.50	606	B08/6
Spindola	Karissa	Clerical Assistant II/BB	Extra summer work NTE 8 hours per day through 07/25/2018	7/23/18	56	8.00	565	B20/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Spindola	Karissa	Clerical Assistant II/BB	Extra summer work NTE 8 hours per day through 07/6/18	6/11/18	56	8.00	565	B20/1
Mendoza	Sandra	After School Program Site Lead	Extra summer work NTE 8 hours through 06/07/2018	6/7/18	60	34.00/wk	310	B18/6
Gomez	Linda	Secretary	Extra summer work NTE 80 hours through 6/22/18	6/8/18	54	8.00	255	(SOM) B25/6
Alva	Elizabeth	Social Service Assistant	Extra summer work NTE 80 hours through 8/10/18	7/30/18	51	8.00	510	B17/3
Hernandez	Vicki	Food Service Assistant III	Extra summer work NTE 60 hours through 7/6/18	6/11/18	90	8.00	606	B16/6
Naranjo	Angela	Inst. Asst./Recreation	Extra time NTE 10 hours through 5/4/18	4/30/18	17	19.50/wk	329	B11/6

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Perez	Alejandro	Custodian II	Hire probationary status	6/4/18	53	8.00	542	B24/1
Serna	Michael	Custodian II	Hire probationary status	6/4/18	53	8.00	542	B24/1
Choi	Diane	Food Service Assistant I	Hire probationary status	5/15/18	90	1.50	606	B08/1
Zuniga	Mayra	Food Service Assistant I	Hire probationary status	5/23/18	90	1.50	606	B08/1
Morones	Cynthia	Health Assistant	Hire probationary status	5/14/18	10	3.75	402	B17/1
Rochlitz	Lorella	Inst. Asst./Recreation	Hire probationary status	8/13/18	60	15.00/wk	100	B11/1

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Garcia	Juan	Inst. Asst./Recreation	Hire probationary status	8/13/18	30	18.75/wk	100	B11/1
Marani	Amber	Inst. Asst./Recreation	Hire probationary status	5/7/18	60	19.50/wk	329	B11/1
Amador	Robert	Inst. Asst./Technology	Hire probationary status	6/4/18	59	4.00	409	B21/1
Alonzo	Kathy	State Preschool Service Assistant/BB	Hire probationary status	6/4/18	60	8.00	310	B18/1
Marshall	Andrew	Transporter	Hire probationary status	5/29/18	50	8.00	531	B20/1
Cota	Ryan	Computer Technician I/Substitute	Hire substitute status	5/21/18	59		409	B30/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Yang	Lydia	Inst. Asst/Special Ed I /Substitute	Hire substitute status	5/7/18	99		121	B11/1
Employee ID	5861		Leave: FMLA from 6/1/18 through 7/30/18	6/1/18				
Employee ID	3474		Leave: FMLA intermittent leave from 5/30/18 through 6/30/18	5/30/18				
Employee ID	72		Leave: Paid Administrative Leave from 5/21/18 through 9/30/18	5/21/18				
Employee ID	5138		Leave: PDL from 5/11/18 through 6/1/18	5/11/18				
Employee ID	5154		Leave: PDL/FMLA from 6/11/18 through 7/23/18	6/11/18				

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	4324		Leave: Unpaid Leave of Absence from 5/24/18 through 6/1/18	5/24/18				
Employee ID	1409		Leave:FMLA from 6/4/18 through 6/8/18	6/4/18				
Marani	Amber	Inst. Asst./Recreation	Probationary resignation	5/16/18	60	19.50/wk	329	B11/1
Smith	Ethan	Inst. Asst./Recreation	Probationary resignation	6/1/18	24	19.75/wk	329	B11/1
Caraway	Savannah	Inst. Asst./Recreation	Probationary resignation	5/31/08	16	12.00/wk	302	B11/1
McVay	Zackery	Inst. Asst./Recreation	Probationary resignation	6/1/18	28	18.75/wk	100	B11/1

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Brito	Monique	Inst. Asst/Regular	Probationary resignation	6/1/08	25	15.00/wk	302	B11/1
Gonzalez	Jose	Personnel Technician I	Probationary resignation	5/18/18	58	8.00	522	B23/1
Faizaket	Sarah	Inst. Asst./Regular	Resignation	6/1/08	13	15.00/wk	302/304	B11/2
Rivera	Steffany	Inst. Asst./Regular	Resignation	6/1/18	25	18.75/wk	302	B11/2
Yu	Annie	Inst. Asst./Regular	Resignation	6/1/18	13	15.00/wk	100	B11/2
Dobies	Rosa	Inst. Asst./Regular	Resignation	6/1/08	11	18.75/wk	302/100	B11/6

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Nguyen	Ann	Inst. Asst./Regular	Resignation	6/1/18	28	15.00/wk	383	B11/3
Yoon	Grace	Inst. Asst./Regular	Resignation	6/1/18	30	18.75/wk	304	B11/2
Cauley	Theresa	Inst. Asst./Special Ed II B	Resignation	6/1/08	17	30.00/wk	242	B14/6
Garcia	Morgan	Inst. Asst./Recreation	Resignation - hire substitute status	6/1/18	21	18.75/wk	212/302	B11/3
Lira	Ofelia	Inst. Asst./Recreation	Resignation - hire substitute status	5/31/18	24	15.50/wk	100	B11/2
Sheffer	Lisa	Health Assistant/Substitute	Separation	3/23/18	99			B17/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Nakamura	Robyn	Inst. Asst./Regular/Substitute	Separation	6/1/18	99			B11/1
Angulo	Raylene	Registered Associate: Marriage/Family Therapist	Separation	6/1/08	13	24.00/wk	100	\$18.00/hr
Fino	Adrienne	Registered Associate: Marriage/Family Therapist	Separation	6/1/08	22	24.00/wk	504/121	\$18.00/hr
Luper	Linzee Rae	Registered Associate: Marriage/Family Therapist	Separation	5/29/18	12	24.00/wk	504/121	\$18.00/hr
Vartanyan	Jessica	Registered Associate: Marriage/Family Therapist	Separation	6/1/18	28	24.00/wk	212	\$18.00/hr
Davis	Daniella	Registered Associate: Professional Clinical Counselor	Separation	6/1/08	24	24.00/wk	302	\$18.00/hr

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Arce	Sonia	Food Service Assistant I	Service retirement	6/4/08	90	15.00/wk	606	B08/6
Kingston	Karen	Bus Driver	Service retirement - hire substitute status	6/2/18	56	28.30/wk	565	B21/6
Morales	Marith	Bus Driver	Step increase	6/1/18	56	25.00/wk	565	B21/3
Webb	Brooke	Computer Technician I	Step increase	6/1/18	59	20.00/wk	212/606	B30/4
Becerra	Pedro	Computer Technician II	Step increase	6/1/18	59	8.00	409	B32/4
Chapman	Eric	Custodian II	Step increase	6/1/18	30	8.00	542	B24/6

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Romo	Claribel	Inst. Asst./Recreation	Step increase	6/1/18	60	19.50/wk	085	B11/4
Cruz	Michelle	Inst. Asst./Recreation	Step increase	6/1/18	60	19.75/wk	329	B11/2
Deyo	Tricia	Inst. Asst./Recreation	Step increase	6/1/18	60	19.50/wk	329	B11/4
Hernandez	Aleah	Inst. Asst./Recreation	Step increase	6/1/18	20	15.00/wk	383	B11/2
Sahagun	Maria	Inst. Asst./Recreation	Step increase	6/1/18	60	19.75/wk	329	B11/5
Serna	Raquel	Inst. Asst./Recreation	Step increase	6/1/18	60	18.00/wk	329	B11/2

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Hahm	Sam	Inst. Asst./Special Ed I	Step increase	6/1/18	20	3.00	130	B14/2
McKoy	Deyana	Inst. Asst./Special Ed I	Step increase	6/1/18	20	6.00	122	B14/2
Chavez	Kristina	Inst. Asst./Special Ed II B	Step increase	6/1/18	12	6.00	121	B14/6 + 6% stipend
DuCharme	Krystin	Inst. Asst./Special Ed II B	Step increase	6/1/18	13	6.00	504/122	B14/4 +6% stipend
Manzano Garcia	Ludwin	Maint. Worker	Step increase	6/1/18	53	8.00	533	B25/4
Perez	Melissa	Supervisor, Child Development Sevices	Stipend Boost Cafe in the amount of \$650	6/4/18	60	8.00	329	M09/3

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Fonseca	Juan	Social Service Assistant	Stipend Softball Coach in the amount \$150 through 4/18/18	4/4/18	20	8.00	304	B17/6
Solis	Katherine	Inst. Asst./Regular	Temporary additional hours NTE 100 hours through 6/1/18	3/9/18	12	3.00	212	B11/2
Garcia	Armando	Computer Technician II	Temporary additional hours NTE 16 hours through 5/31/2018	4/19/18	90	8.00	606	B32/6
Webb	Brooke	Computer Technician I	Temporary additional hours NTE 16 hours through 5/31/2018	4/19/18	90	20.00/wk	606	B30/4
Oseguera	Jonathan	Inst. Asst./Special Ed I	Temporary additional hours NTE 2.5 hours day through 06/01/2018	5/16/18	21	3.50	122	B14/2
Stenos	Evangelina	Food Service Assistant I	Temporary additional hours NTE 3.5 hours/day through 3/21/18	1/8/18	90	2.50	606	B08/5

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Martinez	Rosalia	Site Lead Supervisor	Working out of classification from After School Program Site Lead through 7/27/18	7/9/18	60	8.00	085	M03/1

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Wes Kriesel, Director, Innovation & Instructional Support

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CLASSCRAFT STUDIOS, INC. FOR THE 2018/2019 SCHOOL YEAR**

Background: Classcraft Studios, Inc. is a gamified learning, personalized learning platform or software whereby students consume online instructional content in personalized, gamified pathways.

Rationale: Classcraft Studios, Inc. provides a more robust personalized, gamified learning experience for students than we currently have available. Both their technology and expertise in this area help us realize our goal of personalizing learning experiences for students. Classcraft also embeds in the game behaviour management tools for student collaboration and agency. The rationale is to increase opportunities for teachers to focus on teaching and facilitating learning instead of simply giving directions and managing student behaviour.

Funding: Total cost is not to exceed \$16,660 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve agreement between Fullerton School District and Classcraft Studios, Inc. for the 2018/2019 school year.

JM:WK:kv
Attachment



License and Professional Development Agreement

Legal Name of Organization: Fullerton Elementary School District

Street Address: 1401 W. Valencia Dr.

City: Fullerton State: California Zip Code: 92833-3938

Name of Purchaser: Wes Kriesel Position: Director of Innovation

Email: wes_kriesel@myfsd.org

Phone Number: 858-876-5433 # of Schools in the Organization: 20

Attach a listing of school names and addresses as Appendix A.

Contract Start Date: July 25, 2018 Contract End Date: June 30 2019 P.O. #: _____

DESCRIPTION	TOTALS
# of Students <u>1000</u> x \$ _____	\$ <u>5,160.00</u>
Professional Development <u>4 Full days, 10 Virtual Sessions</u>	\$ <u>11,500.00</u>
Other: _____	\$ _____
<u>*For PD, travel expenses will be billed to district.</u>	\$ _____
Sub-total	\$ <u>16,600.00</u>
Taxes Tax Rate: _____	\$ <u>0</u>
TOTAL CONTRACT PRICE	\$ <u>16,660.00</u>

Webinar Date: N/A Survey Results Presentation Date: N/A

Partnership Manager Name: James Shetler Direct Phone: 844-331-0044

Invoice Date: July 25th, 2018

Both parties hereby agree that this License Agreement shall cover the number or schools listed above and in Appendix A. Both parties agree to the contract price and term indicated above.
Both parties agree to the terms and conditions attached to this page.

Licensee
Signature: _____
Name: _____
Title: _____
Date: _____

Classcraft Studios Inc.
Signature: _____
Name: _____
Title: _____
Date: _____



This License Agreement is a legal agreement between the above school or school district ("**Licensee**") together with Classcraft Studios Inc. ("**Licensor**"), having its head office at Suite 220, 165 Wellington Street North, Sherbrooke, Québec, J1H 5B9, Canada.

1. Licensor is publisher of a software package entitled Classcraft, accessed on-line and via mobile app, that provides motivational and educational tools for schools, and Licensee is a school or school district which desires to use the Licensed Software in their classrooms. The Licensed Software is available at www.classcraft.com, game.classcraft.com and via other outlets such as iTunes and Google Play. For the purposes of this agreement the term "**Licensed Software**" shall include, without limitation, the website and domain name, all other websites and domain names affiliated with Classcraft for which the licensee is granted access, and any other linked pages, features, or content provided from time to time by the Licensor;
2. Licensor agrees to provide access to the Premium features for teachers who work for the Licensee for use only in the schools directly managed by the Licensee, and Licensee agrees to grant access only to those teachers ("**Participating Teachers**"). For the purposes of this agreement, "**Premium**" features shall be those features offered under a Schools and Districts license on the Licensor's pricing page located at www.classcraft.com/districts, subject to change from time to time at the sole discretion of the Licensor.
3. The Licensed Software is also used by students in classes taught by the Participating Teachers ("**Participating Students**"), and the Licensor will provide these students access to the Licensed Software. The Licensee acknowledges that some or all of the students will be below the age of majority, and that parental permission may be required by local, state and, national governments in order for the students to interact with the Licensed Software. The Licensee undertakes to obtain this parental permission should it be required by any governmental authority, and to keep this permission on file for a period of 3 years following the termination of this agreement.
4. The Licensed Software may also be used by parents or guardians of the students and the Licensee agrees that their teachers may choose to include parents in the use of the Licensed Software ("**Participating Parents**").
5. The Licensee agrees that the Licensor has the right at its sole discretion to make modifications to the Licensed Software, including, but not limited to, adding new features, modifying existing features, modifying the look and feel of the product, software fixes, and security updates.
6. The Licensee agrees that all materials displayed or otherwise part of the Licensed Software, including but not limited to text, graphics, articles, photographs, images, videos, animations, illustrations, music, sound effects, along with all additional material provided via the Licensed Software or the websites www.classcraft.com or game.classcraft.com (collectively termed "Content") shall remain the exclusive property of the Licensor. Licensor grants the Licensee use of the Content within the facilities covered by this agreement for educational purposes only. This license specifically excludes the use of the Content for the purposes of creating merchandise of any nature for sale to third parties, including teachers, students, parents, or others.
7. Licensee understands that in order to access the Licensed Software, Participating Teachers, Participating Students and Participating Parents will have to individually agree to the following documents, as applicable, which are located online as indicated below. Licensee agrees that these agreements may be modified by the Licensor provided advance written notice is given to the relevant party or parties:
 - Teacher License Agreement - <http://www.classcraft.com/teacher-license-agreement>
 - Student Terms of Service - <http://www.classcraft.com/student-terms-of-service>
 - Parent Terms of Service - <http://www.classcraft.com/parent-license-agreement>
 - Privacy Policy - <http://www.classcraft.com/privacy-policy>

8. Licensee acknowledges that its Participating Teachers will be agreeing to monitor all items posted by other users in the forums, messaging systems, and content management system ("**Items Posted**") and to ensure that Items Posted meet the following guidelines:
 - Items Posted must not include any communication or solicitation designed or intended to obtain password, account, or private information from any user of the Services.
 - Items Posted must not include any illegal material, including any material that may be considered threatening or obscene.
 - Items Posted must not include any software or software code that may be executed from within the Services.
9. Furthermore, Licensee agrees to monitor their Participating Teachers and to take action to prevent or correct any situation which may contravene these guidelines. Licensee agrees that the Teacher License Agreement shall form a part of this agreement and that Licensee shall be bound by the same. Should there be any ambiguity between the Teacher License Agreement and this agreement, this agreement shall take precedence.
10. Terms of payment on all amounts due under this contract are net 30 days from invoice date. Should any amount be outstanding past that date, the Licensor reserves the right to cancel Premium services to all users covered under this agreement, until such time that the outstanding amounts are paid in full.
11. The Licensor may cancel this agreement on a unilateral basis with 15 days written notice for the following reasons:
 - Licensee has authorized teachers outside their school or school district to use the access codes provided under this agreement, or
 - Licensor has advised Licensee of an inappropriate use of the Licensed Software as outlined in this agreement or in the Teacher License Agreement, and the Licensee has failed to remedy the situation to the satisfaction of the Licensor within a period of 15 days following receipt of such advice.Should the agreement be terminated under this paragraph, the Licensor shall have no obligation to refund any part of the fees paid under this agreement.
12. In the event of termination of this agreement, Licensor shall not be held liable for any damages in excess of the fee Licensor has paid to use the Licensed Software.
13. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.
14. Licensee acknowledges that this agreement covers regular service and support as generally provided to all users of the Licensed Software and that, should the Licensee require service and support in excess to that provided to other users, these additional services will be charged at an additional cost to be negotiated at that time.
15. Licensor shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Licensor's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).
16. If a provision of this Agreement is held invalid or unenforceable, any other provision contained herein shall be separately valid and enforceable to the fullest extent permitted by law.
17. No negligence or waiver by either party to exercise a right shall be deemed to be or construed as a waiver by either party of its rights.
18. Licensee shall not assign, transfer, or sublicense this Agreement except with Licensor's prior written consent.



19. Licensor may assign, transfer, or delegate this Agreement and Licensor's rights and obligations without Licensee's consent.
20. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.
21. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and the Licensee does not have any authority of any kind to bind Licensor in any respect whatsoever.
22. It is agreed that the services shall be provided from Canada and that this Agreement shall be construed in accordance with and governed by the laws of the Province of Quebec and the laws of Canada applicable herein, without regard to conflict of law rules which would cause the laws of any other jurisdiction to apply. Any and all disputes, claims, and questions regarding the interpretation, performance and enforceability of this Agreement, and the rights and remedies of the parties hereunder, and any action or judicial proceeding related thereto shall be initiated and prosecuted exclusively in the Province of Quebec. The parties agree to submit and hereby irrevocably attorn to the exclusive jurisdiction of such court.
23. The signatories of this agreement hereby attest that they are authorized to sign on behalf of their party.

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation & Instructional Support

SUBJECT: **APPROVE/RATIFY ONE YEAR CONTRACT WITH SPECTRUM TO PROVIDE A SIP TRUNK OVER EXISTING FIBER OPTIC CIRCUIT TO THE FULLERTON SCHOOL DISTRICT OFFICE, EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019 FOR SUPPORT OF IP PHONE SYSTEM**

Background: Fullerton School District (FSD) contracts with AT&T for phone services to the District Office and all school sites. These services are provided over analogue phone lines that were installed when the schools were built and are becoming more expensive to maintain.

Rationale: District Office needs to modernize its 20 year old phone system for a more reliability. Also, moving to a VoIP System will reduce our monthly operating costs.

Funding: The estimated annual cost would be \$15,802 and would be paid from the Unrestricted General Fund.

Recommendation: Approve/ratify one year contract with Spectrum to provide a SIP trunk over existing fiber optic circuit to the Fullerton School District Office, effective July 1, 2018 through June 30, 2019 for support of IP phone system.

JM:SR:kv
Attachment



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Telephone: Email:

Customer Information				
Customer Name (Exact Legal Name):			Main Tel. No.:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Tel.No.:		E-mail:	
Authorized Contact Name:	Tel.No.:		E-mail:	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: _____

By: _____

Name (printed): _____

Title: _____

Date: _____



Customer Service Order

THIS SERVICE ORDER (“Service Order”), is executed and effective upon the date of the signature set forth in the signature block below (“Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Daniel Ogara
 Phone: ext:
 Cell Phone: +1 5624194325
 Fax:
 Email: daniel.ogara@charter.com

Order # 9608547

Customer Information: Customer Code		
Business Name	Fullerton School District	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
****1405		
Billing Address		
Attention To:		Account Number
1401 W VALENCIA DR FULLERTON CA 92833		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Sam Ricchio	(714) 447-7478	sam_ricchio@fsd.k12.ca.us
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Robert Pletka	(714) 447-7470	bob_pletka@fsd.k12.ca.us
Technical Contact	Technical Contact Phone	Technical Contact Email Address

Trunk Service Order Information For 1401 W Valencia Dr Fullerton CA 92833

Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

New and Revised Services and Monthly Charges At 1401 W Valencia Dr , Fullerton CA 92833

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
20,000 Minutes	1	\$0.00	\$0.00	12 Months
DID Block 100 Numbers	4	\$0.00	\$0.00	12 Months
Directory Listing	1	\$0.00	\$0.00	12 Months
Enterprise Trunking	96	\$13.50	\$1,296.00	12 Months
*Total			\$1,296.00	

*Prices do not include taxes and fees.

One Time fees At 1401 W Valencia Dr , Fullerton CA 92833

Description	Quantity	Sales Price	Total
SIP Install	1	\$250.00	\$250.00
Total			\$250.00

*Prices do not include taxes and fees.

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Robert Pletka, Ed.D., Superintendent

Printed Name and Title

July 24, 2018

Date Signed

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation & Instructional Support

SUBJECT: **APPROVE CONTRACT TO STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES NO. AR233: DATA COMMUNICATIONS PRODUCTS AND SERVICES**

Background: The Western States Contracting Alliance (WSCA-NASPO) Master Price Agreement No. AR233 to Cisco Systems, Inc and The State of California Participating Addendum No. 7-14-70-04 allows for the procurement of Data Communications Products and Services and is available to all public agencies. Staff has determined that it is in the best interest of the District to utilize this contract when needed for the purchase of Data Communication Products and Services from Cisco Systems Inc., authorized participating vendor. This contract is through May 31, 2019.

Rationale: Per the provisions of Public Contracts Code §20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing computer equipment resources as required throughout the district. It is recommend that the Board of Education approve procurement of Data Communications Products and Services using the Western States Contracting Alliance agreement for the purchase of electronic equipment as needed throughout the District from Cisco System Inc.

Funding: Purchasing and payment will be funded from various programs and site budgets as appropriate.

Recommendation: Approve a contract to State of California Department of General Services No. AR233: Data Communications products and services.

JM:SR:kv
Attachment

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-14-70-04

Data Communications Products and Services
Utah WSCA-NASPO Master Price Agreement No. AR233
Cisco Systems, Inc.

This Participating Addendum Number 7-14-70-04 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Cisco Systems, Inc. (hereafter referred to as "Contractor") under the lead State of Utah WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO) Master Price Agreement Number AR233.

1. Scope

- A. This Participating Addendum covers the purchase of Data Communications Products and Services under the Utah WSCA-NASPO Master Price Agreement Number AR233. The WSCA-NASPO Master Price Agreement is hereby incorporated by reference and shall apply to the purchase of goods and services made under this Participating Addendum.
- B. This Participating Addendum is available for use by all State Departments and California political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the WSCA-NASPO Master Price Agreement are consistent with its procurement policies and regulations.

2. Term

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

3. Mandatory Statewide Contracts

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

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

4. Terms and Conditions

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

- A. Exhibit A: General Provisions – Information Technology, GSPD401IT, effective 11/27/2013, as modified per attached Exhibit A, and on an order by order basis in a Statement of Work for those sections approved by DGS.
- B. Exhibit B: American Recovery and Reinvestment Act (ARRA) Supplemental Terms and Conditions, revised 08/10/09. The supplemental terms and conditions for contracts using ARRA funds apply to the ordering agency. If or when Contractor, as a vendor, is notified by ordering agency that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Contractor as it relates to purchases under this Participating Addendum is not a subcontractor or sub grantee, but simply a provider of goods and related services.

5. Order of Precedence

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

- A. California Participating Addendum Number 7-14-70-04 (including Exhibits A and B).
- B. Utah WSCA-NASPO Master Price Agreement Number AR233

6. Available Products and Services

This Participating Addendum includes the following product and service categories:

- A. 5.2.1 – Data Center Application Services
- B. 5.2.2 – Networking Software
- C. 5.2.3 – Network Optimization and Acceleration
- D. 5.2.4 – Optical Networking
- E. 5.2.5 - Routers
- F. 5.2.6 - Security
- G. 5.2.7 – Storage Networking
- H. 5.2.8 – Switches
- I. 5.2.9 – Wireless
- J. 5.3.0 – Unified Communications*

* Non-exempt State Agencies are mandated by policy to utilize the CALNET 3 Statewide Contract(s) to obtain "Required" telecommunications and network services unless otherwise authorized by the Department of Technology.

7. Disallowed Products and Services

A. Cloud Computing

Cloud computing elements are not allowed under this Participating Addendum. However if State of California terms and conditions are developed for Software as a Service, Infrastructure as a Service, or Platform as a Service, the State reserves the right to amend this Participating Addendum to include such provisions and related goods and services.

B. These restrictions do not apply to political subdivisions/local governments.

8. Price List

A. Contractor shall submit a Product and Service Schedule (PSS) identifying all products and services offered under this Participating Addendum for the State's approval.

B. The PSS shall include the following:

- 1) Manufacturer Part Number or Item Number
- 2) List Price
- 3) Minimum Discount off List Price
- 4) Contract Price

C. Contractor shall maintain a website dedicated to this Participating Addendum which contains the State-approved PSS.

D. Contractor shall submit a written notice of price increases/decreases and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

E. State-approved PSS will be posted on the State's eProcurement website.

9. Equipment Additions/Deletions

A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:

- 1) Equipment is within existing awarded categories under the WSCA-NASPO Master Price Agreement;
- 2) Contractor has obtained prior approval from the Utah WSCA-NASPO Contract Administrator; and
- 3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of equipment additions/deletions and a revised PSS for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.

C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the WSCA-NASPO Master Price Agreement.

10. Servicing Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. As the prime contractor, contractor is responsible for reports and fees required by the terms and conditions of the WSCA/NASPO Master Price Agreement and State Participating Addendum.
- C. Subject to the approval of the State, subcontractors may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted subcontractors or changes to current subcontractors contact information at any time during the contract term.
- D. Contractor shall submit a subcontractor list identifying the company name, address, contact name, phone number and email of authorized subcontractors to the State's Contract Administrator for the State's approval prior to updating its California specific contract website.
- E. State-approved Servicing Subcontractor will be posted on the State's eProcurement website.

11. Ordering Agency Responsibilities

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. A User Instructions guide will be prepared and administered by the State Contract Administrator.
- C. Ordering agencies must follow the Contractor Selection and Request for Offer (RFO) process outlined within the User Instructions guide prior to executing orders against this Participating Addendum.

12. Contractor Responsibilities

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

13. Invoicing

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

14. Usage Reporting

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

Reporting Period and Due Date			
Jan -- Due Feb 15		May -- Due Jun 15	Sep -- Due Oct 15
Feb -- Due Mar 15		Jun -- Due Jul 15	Oct -- Due Nov 15
Mar -- Due Apr 15		Jul -- Due Aug 15	Nov -- Due Dec 15
Apr -- Due May 15		Aug -- Due Sep 15	Dec -- Due Jan 15

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

15. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the WSCA Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: WSCA Payment Processing
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's WSCA-NASPO Master Price Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

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

16. Contract Management

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

Contractor: Cisco Systems, Inc.
Name: Mimi Farr
Phone: (408) 527-2627
E-Mail: mimnguye@cisco.com

Address: 170 West Tasman Drive
San Jose, CA 95134

- B. Should Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.
- C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Bonnie Bahnsen
Phone: (916) 375-4383
Fax: (916) 375-4663
E-Mail: Bonnie.Bahnsen@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

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

17. Termination of Agreement

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

18. Amendment

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

19. Agreement

- A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah WSCA-NASPO Master Price Agreement Number AR233, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

By: JCW for JB
Name: Jim Butler
Title: Deputy Director
Date: 9/23/14

Cisco Systems, Inc.

By: [Signature]
Name: Phil Lozano
Title: Director, Finance
Date: SEP 17 2014

APPROVED BY LEGAL

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
 - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
 - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
 - s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
 - t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
 - u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
 - v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
 - w) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
 - x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
 - y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
 - z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
 - aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
 - bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:**
- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

its attention, regarding accessibility of its products or services.

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ~~ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:~~

- a) ~~These General Provisions – Information Technology (in the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);~~
- b) ~~Contract form, i.e., Purchase Order STD-65, Standard Agreement STD-243, etc., and any amendments thereto;~~
- c) ~~Statement of Work, including any specifications incorporated by reference herein;~~
- d) ~~Cost worksheets; and~~
- e) ~~All other attachments incorporated in the Contract by reference.~~

12. **PACKING AND SHIPMENT:**

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.

- b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

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

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

17. SAMPLES:

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

18. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that it's Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right.

Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

- c) Unless otherwise specified in the Statement of Work:
 - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
 - (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
 - (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto,

- but excluding any cost attributable to Deliverables or services paid or to be paid;
- B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
- C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
- (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
- 24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
 - b) Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
 - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.
- 26. LIMITATION OF LIABILITY:**
- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
 - b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
 - b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number, release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
35. **NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
36. **DOCUMENTATION:**
- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
 - b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.
37. **RIGHTS IN WORK PRODUCT:**
- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
 - b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
 - c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
 - d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
 - e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
38. **SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- a) The State may use the Software Products in the conduct of its own business, and any division thereof
 - b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below, provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. **FUTURE RELEASES:** Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the

Contractor will provide all codes to the State with delivery of the Software.

- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- (i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - (ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 46. EXAMINATION AND AUDIT:** The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
- 47. FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
- 48. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 49. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 50. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
- 51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
- 52. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- the assignee has not been injured thereby, or
 - the assignee declines to file a court action for the cause of action.
- 53. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 54. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 55. SWEATFREE CODE OF CONDUCT:**
- Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
- 56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).
- 57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 58. AMERICANS WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 62. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY**63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b)).

**SUPPLEMENTAL TERMS AND CONDITIONS FOR
CONTRACTS USING ARRA FUNDS
EXHIBIT B**

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.
7. **WHISTLEBLOWER PROTECTION:**
Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.
8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:
 - a. The total amount of ARRA funds received by Contractor during the Reporting Period;
 - b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
 - c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

08/10/09

**SUPPLEMENTAL TERMS AND CONDITIONS FOR
CONTRACTS USING ARRA FUNDS
EXHIBIT B**

- (i.) The name of the project or activity;
- (ii.) A description of the project or activity;
- (iii.) An evaluation of the completion status of the project or activity; and
- (iv.) An estimate of the number of jobs created and /or retained by the project or activity;

d. For any contracts equal to or greater than \$25,000:

- (i.) The name of the entity receiving the contract;
- (ii.) The amount of the contract;
- (iii.) The transaction type;
- (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
- (v.) The Program source;
- (vi.) An award title descriptive of the purpose of each funding action;
- (vii.) The location of the entity receiving the contract;
- (viii.) The primary location of the contract, including the city, state, congressional district and country;
- (ix.) The DUNS number, or name and zip code for the entity headquarters;
- (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).

08/10/09

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation & Instructional Support

SUBJECT: **APPROVE A CONTRACT TO RESILIENT COMMUNICATION, INC. PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 3-11-70-2492E, FOR THE PURCHASE OF IP PHONES AND SUPPORTING EQUIPMENT**

Background: The California Multiple Award Schedules (CMAS) contracts are established using products, services and prices from already existing competitively assessed and cost compared multiple award contracts. The products, equipment, services and prices are occasionally listed with the federal General Services Administration (GSA) multiple award schedule as well. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services and prices by the District as required.

The District's purchasing and technology departments have considered procurement methods for the purchase of new phones and supporting equipment for the District. The current phone system was purchased 20 years ago and is using analogue telephone system technology. Currently, the existing phone system does not support the functionality of modern phone system with regards to features and becoming more expensive to maintain. This contract expires on December 31, 2018.

Rationale: Per the provisions of Public Contracts Code §20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing phones and supporting equipment as required throughout the District.

Funding: Purchasing will be funded from various programs and site budgets as appropriate.

Recommendation: Approve contract to Resilient Communication, Inc. Pursuant to the State of California Multiple Award schedules (CMAS) contract number 3-11-70-2492E, for the purchase of IP phones and supporting equipment.

JM:SR:kv
Attachment

September 8, 2015

Mr. Patrick Gost
Resilient Communications, Inc.
27068 La Paz Road, Suite 468
Aliso Viejo, CA 92656

Subject: RENEWAL of Resilient Communications Inc. California Multiple Award Schedule (CMAS)

CMAS Contract No.: 3-11-70-2492E, SUPPLEMENT NO. 6
CMAS Contract Term: September 8, 2015 through December 31, 2018
Base GSA Schedule No.: GS-35F-0563U

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

**THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q3-2015 (JUL-SEP)
DUE BY OCT 15, 2015.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4554. Thank you for your continued cooperation and support of the CMAS Program.



JANNA WELK, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
Resilient Communications, Inc.

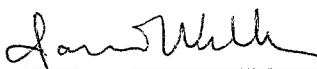
CONTRACT NUMBER:	3-11-70-2492E
SUPPLEMENT NO.:	6
CMAS CONTRACT TERM:	9/8/2015 through 12/31/2018
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0563U
BASE SCHEDULE HOLDER:	Westcon Group North America, Inc.

This contract provides for the purchase, warranty, installation and maintenance of hardware and software, and software maintenance as a product. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 12-31-18. In addition, this supplement replaces in its entirety RESILIENT COMMUNICATIONS, INC.'s existing California Multiple Award Schedule (CMAS) that expired on 8-31-15. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

This contract provides for the resale of Cisco products and Cisco branded services. Supplier provides own installation and configuration services. Additional services sold under this contract will be provided by Cisco.



Effective Date: **9/8/2015**

JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation & Instructional Support

SUBJECT: **APPROVE A CONTRACT TO RESILIENT COMMUNICATION, INC. PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 3-16-70-2492H, FOR THE PURCHASE OF IP PHONES AND SUPPORTING EQUIPMENT**

Background: The California Multiple Award Schedules (CMAS) contracts are established using products, services and prices from already existing competitively assessed and cost compared multiple award contracts. The products, equipment, services and prices are occasionally listed with the federal General Services Administration (GSA) multiple award schedule as well. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services and prices by the District as required

The District's purchasing and technology departments have considered procurement methods for the purchase of new phones and supporting equipment for the District. The current phone system was purchased 20 years ago and is using analogue telephone system technology. Currently, the existing phone system does not support the functionality of modern phone system with regards to features and becoming more expensive to maintain. This contract expires on December 31, 2018.

Rationale: Per the provisions of Public Contracts Code §20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing phones and supporting equipment as required throughout the District.

Funding: Purchasing will be funded from various programs and site budgets as appropriate.

Recommendation: Approve a contract to Resilient Communication, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 3-16-70-2492H, for the purchase of IP phones and supporting equipment.

JM:SR:kv
Attachment

May 25, 2016

Mr. Patrick Gost
Resilient Communications, Inc.
27068 La Paz Road, Suite 468
Aliso Viejo, CA 92656

Subject: Resilient Communications, Inc.'s California Multiple Award Schedule (CMAS)

CMAS Contract No.: 3-16-70-2492H
CMAS Contract Term: May 25, 2016 through December 31, 2018
Base GSA Schedule No.: GS-35F-0901N

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q2-2016 (APR-JUN)
DUE BY JUL 15, 2016.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4332. Thank you for your continued cooperation and support of the CMAS Program.


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

State of California
MULTIPLE AWARD SCHEDULE
Resilient Communications, Inc.

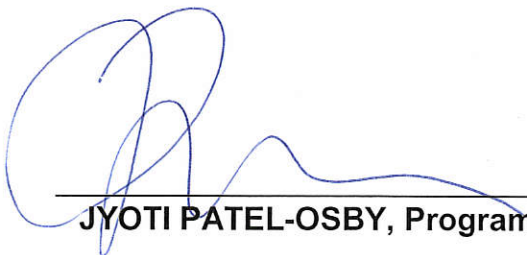
CONTRACT NUMBER:	3-16-70-2492H
CMAS CONTRACT TERM:	05/25/2016 through 12/31/2018
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0901N
BASE SCHEDULE HOLDER:	immixGroup, Inc.

This contract provides for the purchase and warranty of Information Technology (IT) Consulting Services only. (See page 2 for labor categories applicable to this contract.)

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.



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

Effective Date: **05/25/2016**

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Sam Ricchio, Assistant Director, Innovation & Instructional Support

SUBJECT: **APPROVE CONTRACT TO RESILIENT COMMUNICATION, INC. PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 3-18-70-2492J, FOR THE PURCHASE OF IP PHONES AND SUPPORTING EQUIPMENT**

Background: The California Multiple Award Schedules (CMAS) contracts are established using products, services and prices from already existing competitively assessed and cost compared multiple award contracts. The products, equipment, services and prices are occasionally listed with the federal General Services Administration (GSA) multiple award schedule as well. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services and prices by the District as required.

The District's purchasing and technology departments have considered procurement methods for the purchase of new phones and supporting equipment for the District. The current phone system was purchased 20 years ago and is using analogue telephone system technology. Currently, the existing phone system does not support the functionality of modern phone system with regards to features and becoming more expensive to maintain. This contract expires on April 4, 2021.

Rationale: Per the provisions of Public Contracts Code §20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing phones and supporting equipment as required throughout the District.

Funding: Purchasing will be funded from various programs and site budgets as appropriate.

Recommendation: Approve contract to Resilient Communication, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 3-18-70-2492J, for the purchase of IP phones and supporting equipment.

JM:SR:kv
Attachment

State of California
MULTIPLE AWARD SCHEDULE
Resilient Communications, Inc.

CMAS NUMBER:	3-18-70-2492J
SUPPLEMENT NO.:	N/A
CMAS TERM DATES:	5/14/2018 through 4/4/2021
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>March 15, 2018</u>
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	<u>GS-35F-0349S</u>
BASE SCHEDULE HOLDER:	Tech Data Government Solutions, Llc

This CMAS provides for the purchase and warranty of hardware and software, hardware maintenance and software maintenance as a product. (See page 2 for the specific brand and restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated March 15, 2018.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program. CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Bruce Fong

BRUCE FONG, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **5/14/2018**

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support

PREPARED BY: Wes Kriesel, Director, Innovation & Instructional Support

SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND QUALTRICS, LLC., EFFECTIVE JUNE 29, 2018 THROUGH JUNE 28, 2019**

Background: Fullerton School District has been at the forefront of providing accurate and current data to guide instructional leadership at the classroom and site level, aligned with our goals of preparing students to meet content mastery standards and to be successful in college and career.

Rationale: Qualtrics, LLC., provides unique software services to assist Fullerton School District in collecting, processing and presenting data visually so that stakeholders can make the best use of the data to which we have access. Qualtrics, LLC., will assist us in achieving our goal of preparing a data dashboard to guide instructional leadership across the District.

Funding: Total cost is not to exceed \$27,600 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve/ratify agreement between Fullerton School District and Qualtrics, LLC., effective June 29, 2018 through June 28, 2019.

JM:WK:kv
Attachment



Qualtrics Service Order

This Qualtrics Service Order (“**Service Order**”) is entered into between Qualtrics, LLC (“**Qualtrics**”) and **Fullerton School District Capital Facilities Corporation** (“**Subscriber**”) as of this **29 June 2018** (“Starting Date”).

Qualtrics has developed a series of proprietary computer software programs that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (the “**Software**”). Qualtrics provides its clients access to the Software as end users via an application service provider (ASP) model, in which Qualtrics uses, operates, and makes available the applicable software, network, systems, and other technologies in order to provide the Services (as defined below) to clients via the Internet and a web browser. Qualtrics utilizes the services of third party hosting facilities which are attested SSAE-16 SOC I Type II.

For all purposes of this Service Order, the term “**Services**” shall mean and refer to the specific version of the Qualtrics survey, poll, reviews, intercept, and reporting services specified herein and accessible at www.qualtrics.com.

Therefore, (i) Subscriber desires to utilize the Services, and Qualtrics desires to provide the Services to Subscriber and (ii) Subscriber agrees to not reverse engineer or tamper with the security of the Software.

The quote attached to this Service Order sets forth the certain specific Services, which Qualtrics will provide to Subscriber, the time during which Qualtrics will provide such Services, and the fees payable to Qualtrics by Subscriber therefor. Prices shown do not include sales or other taxes that may apply. This Service Order is not an invoice. Subscriber agrees that Qualtrics may use partners for certain portions of the Services.

Qualtrics and Subscriber agree that this Service Order and the Services provided hereunder are subject to the Terms of Service at <https://www.qualtrics.com/terms-of-service/> and the Privacy Statement at <https://www.qualtrics.com/privacy-statement/>.



This Service Order has been prepared and written in English. Any non-English translation of this Service Order is provided for convenience only and is not valid or legally binding. In case of a conflict between this Service Order and any translation, the English version will control.

[Remainder Intentionally Left Blank; Signature Page Follow]



Qualtrics Service Order

Signature Page

QUALTRICS, LLC:	Subscriber:
By (signature):* 	By (signature):  <small>McPhail (Jun 28, 2018)</small>
Name: Mark Creer	Name: Jay McPhail
Title: Managing Counsel	Title: Asst. Superintendent Innovation & Instru
Date: Jun 28, 2018	Date: Jun 28, 2018

Qualtrics Primary Contact:	Subscriber Primary Contact:
Name: Judd Thompson	Name: Jay McPhail
Phone:	Phone: (714) 447-7478
Email: juddt@qualtrics.com	Email: jay_mcphail@myfsd.org



- 1. **QUALTRICS SERVICES:** Develop, maintain, and host the website that includes all survey, intercept, panel, and assessment development tools, e-mail delivery, online analysis tools, online libraries, tutorials and support facilities. System updates, disaster recovery backup, and maintenance are included.
- 2. **SUBSCRIPTION AND RENEWAL:** The term and subscription are outlined below. It is the current practice of Qualtrics to send renewal notices to Subscriber sixty (60) days before the end of the then-current term. Upon expiration of the initial and each successive term, this Service Order for identical Services shall automatically renew for a successive term with a price increase no greater than five percent (5%) at each renewal, unless either Party provides written notice of nonrenewal at least forty-five (45) days prior to the end of the then-current term.
- 3. **TERMINATION:** Notwithstanding any termination for convenience rights in this Service Order or a master services agreement, Subscriber may terminate this Service Order for convenience provided all fees are paid as set forth herein.

If Subscriber desires to terminate for convenience in the middle of a multi-year Service Order, then Subscriber must pay the fees for the remainder of the multi-year Service Order prior to termination for convenience.

- 4. **SUPPORT AND TRAINING:** Qualtrics will provide online tutorials and respond to e-mails and phone calls 24 hours a day, 7 days a week, excluding major international holidays. Standard (non-custom) trainings are provided via webinars and other online training materials. The webpage www.qualtrics.com/support has training materials, support contact information and materials, and a portal to submit support tickets. Custom trainings can be provided upon request for an additional fee, either via online webinar or on-site. Fees for such custom training will be agreed by Qualtrics and Subscriber upon request.
- 5. **ACADEMIC LICENSE (if applicable):** If you are an academic institution on an academic license, your use of the Services is restricted to academic or research purposes. Services may be used only by students, staff or faculty of your institution. Commercial use of the Services is prohibited and includes, without limitation, use of the Services on behalf of other institutions or entities for compensation.
- 6. **PAYMENT TERMS:** Net 60 days following invoice
- 7. **REGION OF DATA CENTER:** U.S. E.U. Canada Australia
- 8. **ADDITIONAL TERMS**

TO BE COMPLETED BY SUBSCRIBER

Purchase Order Required?	<input type="checkbox"/>
Email Address for Invoice Submission	jay_mcphail@myfsd.org
Billing Address for Invoice	Fullerton School District Capi 1401 W Valencia Dr Fullerton CA 92833
Invoicing Instructions (if applicable)	

PROPOSAL

Q-1106164

BILL TO

Fullerton School
District Capital
Facilities Corpo I
fullertonsd
1401 W Valencia Dr
Fullerton CA 92833
United States

PHONE

(714) 447-7478

EXPIRATION DATE

29-Jun-2018

TERMS & CONDITIONS

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice.

Unless inserted as part of a Service Order, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects will be provided in a separate Statement of Work. Unless inserted as part of a Service Order, actual costs may change once project requirements and timelines are finalized.

Software total above does not include any additional services fees that may be applicable.

PRICING

QUALTRICS PLATFORM

TERM	12 Months
START DATE	29-Jun-2018
END DATE	28-Jun-2019

Vocalize

Vocalize Core : 10000
Teacher Level Access : 10000
API
Text iQ
Stats iQ
Additional Brands
Additional Theme
Included Authors

Research Suite

Advanced Features Package
Advanced Distribution Package

SUBTOTAL \$45,500.00

DISCOUNT (\$17,900.00)

TOTAL AMOUNT DUE TO QUALTRICS

USD \$27,600.00

Not including services (shown below)

ADDITIONAL INFORMATION

Kind regards,

Judd Thompson

Account Manager

TERMS & CONDITIONS

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice.

Unless inserted as part of a Service Order, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects will be provided in a separate Statement of Work. Unless inserted as part of a Service Order, actual costs may change once project requirements and timelines are finalized.

Software total above does not include any additional services fees that may be applicable.

ADDRESS
333 w. River Park Drive
Provo, UT 84604

PHONE

WEB
juddt@qualtrics.com

CONSENT ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. (“ESCO”), FOR ADDITIONAL MONEY RECEIVED FROM THE CALIFORNIA DEPARTMENT OF EDUCATION USED TO MAKE NECESSARY REPAIRS OF BARD/HVAC UNITS FOR ACACIA AND BEECHWOOD ELEMENTARY SCHOOLS**

Background: On January 16, 2018, the Board of Trustees approved the award of the contract balance of Proposition 39 Energy Conservation Project, FSD-14-15-GFR-01 to Schneider Electric Buildings America, Inc. (“ESCO”), for the purchase and installation of new BARD/HVAC units at Acacia and Beechwood Schools.

Rationale: As this project is now determined to be complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder’s Office.

Funding: The completed contract amount is \$269,962 from the General Fund (Proposition 39 California Clean Energy Jobs Act).

Recommendation: Approve Notice of Completion for Schneider Electric Buildings Americas, Inc. (“ESCO”), for additional money received from the California Department of Education used to make necessary repairs of BARD/HVAC units for Acacia and Beechwood Elementary Schools.

RC:SS:ys
Attachment

RECORDING REQUESTED BY:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:
Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Facility Services Department

**EXEMPT RECORDING REQUESTED
PER GOV. CODE SECTION 6403 27383**

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Fullerton School District, Acacia Elementary 33 the contract for the doing of which was heretofore entered into on the 16th day of January, 2018, which contract was made with Schneider Electric Buildings Americas, Inc. ("ESCO"), as contractor; that the work on said improvements was actually completed and accepted on the 24th day of July 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Western Surety Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Schneider Electric Buildings Americas, Inc. ("ESCO"), for additional money received from the California Department of Education as part of Proposition 39, used to make necessary repairs of BARD/HVAC units for Acacia and Beechwood Elementary Schools.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: _____
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of, _____ 2018, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

DISCUSSION/ACTION ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: **ADOPT RESOLUTION #18/19-03 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2000-1 (DISTRICT 40, VAN DAELE)**

Background: On June 13, 2000, the Fullerton School District formed Community Facilities District (CFD) No. 2000-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, on 14.71 net acres of property owned by Fullerton 104/AFX, LTD., a California limited partnership of which Van Daele Development Corporation, a California corporation, was the general partner. CFD No. 2000-1 issued 2001 special tax bonds in the amount of \$1,195,000 on November 1, 2001.

With the formation of CFD No. 2000-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #18/19-03, which authorizes and provides for the levying of special taxes in CFD No. 2000-1 for fiscal year 2018/2019. The special taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved.

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution #18/19-03 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

RC:RG:gs
Attachments

**FULLERTON SCHOOL DISTRICT
RESOLUTION #18/19-03**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2000-1 (VAN DAELE)
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL
TAXES WITHIN SAID DISTRICT**

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2000-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on June 27, 2000, acting as the governing body of the District, adopted Ordinance No. 99/00-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2018/2019 by the adoption of a Resolution as specified by the Act and Ordinances.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory, which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2018/2019 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required, in order to place said special taxes on the secured property tax roll for fiscal year 2018/2019 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 24th day of July 2018

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN _____

Beverly Berryman, President
Board of Trustees

ATTEST:

Clerk of the Board of Trustees

State of California)
) ss
County of Orange)

I, _____, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 40 held on the 24th day of July 2018.

Clerk of the Board of Trustees

Fullerton School District
CFD No. 2000-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Special Tax
284	113	13	\$1,366.16
284	113	14	\$1,366.16
284	113	15	\$1,366.16
284	113	16	\$1,366.16
284	113	17	\$1,366.16
284	113	18	\$1,366.16
284	113	19	\$1,366.16
284	113	20	\$1,366.16
284	113	21	\$1,366.16
284	113	22	\$1,366.16
284	113	23	\$1,366.16
284	113	24	\$1,366.16
284	113	25	\$1,366.16
284	113	26	\$0.00
284	113	27	\$0.00
284	113	28	\$0.00
284	113	29	\$0.00
284	471	1	\$1,366.16
284	471	2	\$1,366.16
284	471	3	\$1,366.16
284	471	4	\$1,366.16
284	471	5	\$1,366.16
284	471	6	\$1,366.16
284	471	7	\$1,366.16
284	471	8	\$1,366.16
284	471	9	\$1,366.16
284	471	10	\$1,366.16
284	471	11	\$1,366.16
284	471	12	\$1,366.16
284	471	13	\$1,366.16
284	471	14	\$1,366.16
284	471	15	\$1,366.16
284	471	16	\$1,366.16
284	471	17	\$1,366.16
284	471	18	\$1,366.16
284	471	19	\$1,366.16
284	471	20	\$1,366.16
284	471	21	\$1,366.16
284	471	22	\$1,366.16
284	471	23	\$1,366.16

Fullerton School District
CFD No. 2000-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Special Tax
284	471	24	\$1,366.16
284	471	25	\$1,366.16
284	471	26	\$1,366.16
284	471	27	\$1,366.16
284	471	28	\$1,366.16
284	471	29	\$1,366.16
284	471	30	\$1,366.16
284	471	31	\$1,366.16
284	471	32	\$1,366.16
284	471	33	\$1,366.16
284	471	34	\$1,366.16
284	471	35	\$1,366.16
284	471	36	\$1,366.16
284	471	37	\$1,366.16
284	471	38	\$1,366.16
284	471	39	\$1,366.16
284	471	40	\$1,366.16
284	471	41	\$1,366.16
284	471	42	\$0.00
284	471	43	\$0.00
284	471	44	\$0.00
284	471	45	\$0.00
284	471	46	\$0.00
284	471	47	\$0.00
284	471	48	\$0.00
284	481	1	\$1,366.16
284	481	2	\$1,366.16
284	481	3	\$1,366.16
284	481	4	\$1,366.16
284	481	5	\$1,366.16
284	481	6	\$1,366.16
284	481	7	\$1,366.16
284	481	8	\$1,366.16
284	481	9	\$1,366.16
284	481	10	\$1,366.16
284	481	11	\$1,366.16

Fullerton School District
CFD No. 2000-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Special Tax
284	481	12	\$1,366.16
284	481	13	\$1,366.16
284	481	14	\$1,366.16
284	481	15	\$1,366.16
284	481	16	\$1,366.16
284	481	17	\$1,366.16
284	481	18	\$1,366.16
284	481	19	\$1,366.16
284	481	20	\$1,366.16
284	481	21	\$1,366.16
284	481	22	\$1,366.16
284	481	23	\$1,366.16
284	481	24	\$1,366.16
284	481	25	\$1,366.16
284	481	26	\$1,366.16
284	481	27	\$1,366.16
284	481	28	\$1,366.16
284	481	29	\$1,366.16
284	481	30	\$1,366.16
284	481	31	\$1,366.16
284	481	32	\$1,366.16
284	481	33	\$1,366.16
284	481	34	\$1,366.16
284	481	35	\$1,366.16
284	481	36	\$1,366.16
284	481	37	\$1,366.16
284	481	38	\$0.00
284	481	39	\$0.00
284	481	40	\$0.00
284	481	41	\$0.00
284	481	42	\$0.00
284	481	43	\$0.00
284	481	44	\$0.00
284	481	45	\$0.00

Major Conclusions	
Total Number of Parcels	110
Number of Parcels Taxed	91
Total Special Tax Levy for Fiscal Year 2018/2019	\$124,320.56

DISCUSSION/ACTION ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: **ADOPT RESOLUTION #18/19-04 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2001-1 (DISTRICT 48, AMERIGE HEIGHTS)**

Background: On August 14, 2001, the Fullerton School District formed Community Facilities District (CFD) No. 2001-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended on 106.72 net acres of property known as the Amerige Heights Project. CFD No. 2001-1 issued 2001 special tax bonds in the amount of \$19,450,000 on December 1, 2001.

With the formation of CFD No. 2001-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #18/19-04, which authorizes and provides for the levying of special taxes in CFD No. 2001-1 for fiscal year 2018/2019. The special taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved.

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution #18/19-04 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

RC:RG:gs
Attachments

**FULLERTON SCHOOL DISTRICT
RESOLUTION #18/19-04**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2001-1 (AMERIGE HEIGHTS)
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL
TAXES WITHIN SAID DISTRICT**

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2001-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on August 28, 2001, acting as the governing body of the District, adopted Ordinance No. 01/02-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2018/2019 by the adoption of a Resolution as specified by the Act and Ordinances.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2018/2019 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for fiscal year 2018/2019 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 24th day of July 2018

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Beverly Berryman, President
Board of Trustees

ATTEST:

Clerk of the Board of Trustees

State of California)
) ss
County of Orange)

I, _____, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 48 held on the 24th day of July 2018.

Clerk of the Board of Trustees

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	312	4	0	\$0.00
280	321	1	0	\$1,957.40
280	321	2	0	\$1,957.40
280	321	3	0	\$1,957.40
280	321	4	0	\$1,957.40
280	321	5	0	\$1,957.40
280	321	6	0	\$1,957.40
280	321	7	0	\$1,957.40
280	321	8	0	\$1,957.40
280	321	9	0	\$1,957.40
280	321	10	0	\$1,722.52
280	321	11	0	\$1,957.40
280	321	12	0	\$1,957.40
280	321	13	0	\$1,722.52
280	321	14	0	\$1,957.40
280	321	15	0	\$1,957.40
280	321	16	0	\$1,957.40
280	321	17	0	\$1,957.40
280	321	18	0	\$1,722.52
280	321	19	0	\$1,957.40
280	321	20	0	\$1,957.40
280	321	21	0	\$1,957.40
280	321	22	0	\$1,722.52
280	321	23	0	\$1,957.40
280	321	24	0	\$1,957.40
280	321	25	0	\$1,722.52
280	321	26	0	\$1,957.40
280	321	27	0	\$1,957.40
280	321	28	0	\$1,957.40
280	321	29	0	\$1,722.52
280	321	30	0	\$1,957.40
280	321	31	0	\$1,957.40
280	321	32	0	\$1,957.40
280	321	33	0	\$1,957.40
280	321	34	0	\$1,722.52
280	321	35	0	\$1,957.40
280	321	36	0	\$1,957.40
280	321	37	0	\$1,957.40
280	321	38	0	\$1,722.52

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	321	39	0	\$1,957.40
280	321	40	0	\$1,957.40
280	321	41	0	\$1,957.40
280	321	42	0	\$1,957.40
280	321	43	0	\$1,722.52
280	321	44	0	\$1,957.40
280	321	45	0	\$1,957.40
280	321	46	0	\$1,957.40
280	321	47	0	\$1,957.40
280	321	48	0	\$1,957.40
280	321	49	0	\$1,957.40
280	321	50	0	\$1,957.40
280	321	51	0	\$0.00
280	321	52	0	\$0.00
280	321	53	0	\$0.00
280	321	54	0	\$0.00
280	321	55	0	\$0.00
280	321	56	0	\$0.00
280	321	57	0	\$0.00
280	321	58	0	\$0.00
280	331	1	0	\$1,957.40
280	331	2	0	\$1,957.40
280	331	3	0	\$1,957.40
280	331	4	0	\$1,957.40
280	331	5	0	\$1,957.40
280	331	6	0	\$1,957.40
280	331	7	0	\$1,722.52
280	331	8	0	\$1,957.40
280	331	9	0	\$1,957.40
280	331	10	0	\$1,957.40
280	331	11	0	\$1,722.52
280	331	12	0	\$1,957.40
280	331	13	0	\$1,957.40
280	331	14	0	\$1,957.40
280	331	15	0	\$1,957.40
280	331	16	0	\$1,957.40
280	331	17	0	\$1,957.40
280	331	18	0	\$1,957.40
280	331	19	0	\$1,957.40

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	331	20	0	\$1,957.40
280	331	21	0	\$1,957.40
280	331	22	0	\$1,957.40
280	331	23	0	\$1,722.52
280	331	24	0	\$1,957.40
280	331	25	0	\$1,957.40
280	331	26	0	\$1,957.40
280	331	27	0	\$1,957.40
280	331	28	0	\$1,957.40
280	331	29	0	\$1,957.40
280	331	30	0	\$1,957.40
280	331	31	0	\$1,957.40
280	331	32	0	\$1,957.40
280	331	33	0	\$1,957.40
280	331	34	0	\$1,957.40
280	331	35	0	\$1,957.40
280	331	36	0	\$1,722.52
280	331	37	0	\$1,957.40
280	331	38	0	\$1,722.52
280	331	39	0	\$1,957.40
280	331	40	0	\$1,957.40
280	331	41	0	\$1,957.40
280	331	42	0	\$1,957.40
280	331	43	0	\$1,722.52
280	331	44	0	\$1,957.40
280	331	45	0	\$1,957.40
280	331	46	0	\$1,957.40
280	331	47	0	\$1,957.40
280	331	48	0	\$1,957.40
280	331	49	0	\$1,957.40
280	331	50	0	\$1,722.52
280	331	51	0	\$1,957.40
280	331	52	0	\$1,957.40
280	331	53	0	\$1,957.40
280	331	54	0	\$1,722.52
280	331	55	0	\$1,957.40
280	331	56	0	\$1,957.40
280	331	57	0	\$1,957.40
280	331	58	0	\$1,957.40

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	331	59	0	\$1,957.40
280	331	60	0	\$1,957.40
280	331	61	0	\$1,957.40
280	331	62	0	\$1,957.40
280	331	63	0	\$1,722.52
280	331	64	0	\$1,957.40
280	331	65	0	\$1,957.40
280	331	66	0	\$1,957.40
280	331	67	0	\$1,957.40
280	331	68	0	\$1,957.40
280	331	69	0	\$1,957.40
280	331	70	0	\$1,957.40
280	331	71	0	\$1,722.52
280	331	72	0	\$0.00
280	331	73	0	\$0.00
280	331	74	0	\$0.00
280	331	78	0	\$0.00
280	341	1	0	\$1,428.90
280	341	2	0	\$1,722.52
280	341	3	0	\$1,722.52
280	341	4	0	\$1,722.52
280	341	5	0	\$1,722.52
280	341	6	0	\$1,722.52
280	341	7	0	\$1,722.52
280	341	8	0	\$1,722.52
280	341	9	0	\$1,428.90
280	341	10	0	\$1,722.52
280	341	11	0	\$1,722.52
280	341	12	0	\$1,722.52
280	341	13	0	\$1,722.52
280	341	14	0	\$1,722.52
280	341	15	0	\$1,428.90
280	341	16	0	\$1,722.52
280	341	17	0	\$1,722.52
280	341	18	0	\$1,722.52
280	341	19	0	\$1,428.90
280	341	20	0	\$1,722.52
280	341	21	0	\$1,722.52
280	341	22	0	\$1,428.90

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	341	23	0	\$1,722.52
280	341	24	0	\$1,722.52
280	341	25	0	\$1,722.52
280	341	26	0	\$1,428.90
280	341	27	0	\$1,722.52
280	341	28	0	\$1,722.52
280	341	29	0	\$1,428.90
280	341	30	0	\$1,722.52
280	341	31	0	\$1,722.52
280	341	32	0	\$1,722.52
280	341	33	0	\$1,722.52
280	341	34	0	\$1,428.90
280	341	35	0	\$1,722.52
280	341	36	0	\$1,722.52
280	341	37	0	\$1,722.52
280	341	38	0	\$1,722.52
280	341	39	0	\$1,722.52
280	341	40	0	\$1,428.90
280	341	41	0	\$1,722.52
280	341	42	0	\$1,722.52
280	341	43	0	\$1,722.52
280	341	44	0	\$1,722.52
280	341	45	0	\$1,722.52
280	341	55	0	\$1,722.52
280	341	56	0	\$1,722.52
280	341	57	0	\$1,428.90
280	341	58	0	\$1,722.52
280	341	59	0	\$1,722.52
280	341	60	0	\$1,722.52
280	341	61	0	\$1,722.52
280	341	62	0	\$1,428.90
280	341	63	0	\$1,722.52
280	341	64	0	\$1,722.52
280	341	65	0	\$1,428.90
280	341	66	0	\$1,428.90
280	341	67	0	\$1,722.52
280	341	68	0	\$1,428.90
280	341	69	0	\$1,722.52
280	341	70	0	\$1,428.90

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	341	71	0	\$1,722.52
280	341	72	0	\$1,722.52
280	341	73	0	\$1,722.52
280	341	74	0	\$1,722.52
280	341	75	0	\$1,428.90
280	341	76	0	\$1,722.52
280	341	77	0	\$1,722.52
280	341	78	0	\$1,722.52
280	341	79	0	\$1,428.90
280	341	80	0	\$1,722.52
280	341	81	0	\$1,428.90
280	341	82	0	\$1,722.52
280	351	1	0	\$1,957.40
280	351	2	0	\$1,957.40
280	351	3	0	\$1,957.40
280	351	4	0	\$1,957.40
280	351	5	0	\$1,957.40
280	351	6	0	\$1,957.40
280	351	7	0	\$1,957.40
280	351	8	0	\$1,957.40
280	351	9	0	\$1,957.40
280	351	10	0	\$1,957.40
280	351	11	0	\$1,957.40
280	351	12	0	\$1,957.40
280	351	13	0	\$1,957.40
280	351	14	0	\$1,957.40
280	351	15	0	\$1,957.40
280	351	16	0	\$1,957.40
280	351	17	0	\$1,722.52
280	351	21	0	\$1,722.52
280	351	22	0	\$1,722.52
280	351	23	0	\$1,722.52
280	351	24	0	\$1,722.52
280	351	25	0	\$1,722.52
280	351	26	0	\$1,722.52
280	351	27	0	\$1,722.52
280	351	28	0	\$1,722.52
280	351	29	0	\$1,722.52
280	351	30	0	\$1,722.52

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	351	31	0	\$1,722.52
280	351	32	0	\$1,722.52
280	351	33	0	\$1,722.52
280	351	34	0	\$1,722.52
280	351	35	0	\$1,722.52
280	351	36	0	\$1,722.52
280	351	37	0	\$1,722.52
280	351	38	0	\$1,722.52
280	351	39	0	\$1,722.52
280	351	40	0	\$1,722.52
280	351	41	0	\$1,722.52
280	351	42	0	\$1,722.52
280	351	43	0	\$1,722.52
280	351	44	0	\$1,722.52
280	351	45	0	\$1,722.52
280	351	46	0	\$1,722.52
280	351	47	0	\$1,722.52
280	351	48	0	\$1,722.52
280	351	49	0	\$1,722.52
280	351	50	0	\$1,722.52
280	351	51	0	\$1,722.52
280	351	52	0	\$1,722.52
280	351	53	0	\$1,722.52
280	351	54	0	\$1,722.52
280	351	55	0	\$1,722.52
280	351	56	0	\$1,722.52
280	351	57	0	\$1,722.52
280	351	58	0	\$1,722.52
280	351	59	0	\$1,722.52
280	351	60	0	\$1,722.52
280	351	61	0	\$1,722.52
280	351	62	0	\$1,722.52
280	351	63	0	\$1,722.52
280	351	64	0	\$1,722.52
280	351	65	0	\$1,722.52
280	351	66	0	\$1,722.52
280	351	67	0	\$1,722.52
280	351	68	0	\$1,722.52
280	351	69	0	\$1,722.52

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	351	70	0	\$1,957.40
280	351	71	0	\$1,722.52
280	351	72	0	\$1,957.40
280	351	73	0	\$1,722.52
280	351	74	0	\$1,957.40
280	351	75	0	\$1,722.52
280	351	76	0	\$1,957.40
280	351	77	0	\$1,722.52
280	351	78	0	\$1,957.40
280	351	79	0	\$1,722.52
280	351	80	0	\$1,957.40
280	351	81	0	\$1,722.52
280	351	82	0	\$1,957.40
280	351	83	0	\$1,722.52
280	351	84	0	\$1,957.40
280	351	85	0	\$1,722.52
280	351	86	0	\$1,957.40
280	351	87	0	\$1,722.52
280	361	1	0	\$1,957.40
280	361	2	0	\$1,722.52
280	361	3	0	\$1,957.40
280	361	4	0	\$1,957.40
280	361	5	0	\$1,722.52
280	361	6	0	\$1,957.40
280	361	7	0	\$1,957.40
280	361	8	0	\$1,957.40
280	361	9	0	\$1,957.40
280	361	10	0	\$1,957.40
280	361	11	0	\$1,957.40
280	361	12	0	\$1,957.40
280	361	13	0	\$1,957.40
280	361	14	0	\$1,957.40
280	361	15	0	\$1,957.40
280	361	16	0	\$1,957.40
280	361	17	0	\$1,957.40
280	361	18	0	\$1,722.52
280	361	19	0	\$1,957.40
280	361	20	0	\$1,957.40
280	361	21	0	\$1,957.40

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	361	22	0	\$1,722.52
280	361	23	0	\$1,957.40
280	361	24	0	\$1,957.40
280	361	25	0	\$1,722.52
280	361	26	0	\$1,957.40
280	361	27	0	\$1,722.52
280	361	28	0	\$1,957.40
280	361	29	0	\$1,957.40
280	361	30	0	\$1,957.40
280	361	31	0	\$1,957.40
280	361	32	0	\$1,957.40
280	361	33	0	\$1,722.52
280	361	34	0	\$1,957.40
280	361	35	0	\$1,957.40
280	361	36	0	\$1,722.52
280	361	37	0	\$1,957.40
280	361	38	0	\$1,957.40
280	361	39	0	\$1,957.40
280	361	40	0	\$1,957.40
280	361	41	0	\$1,957.40
280	361	42	0	\$1,957.40
280	361	43	0	\$1,957.40
280	361	44	0	\$1,957.40
280	361	45	0	\$1,722.52
280	361	46	0	\$1,957.40
280	361	47	0	\$1,957.40
280	361	48	0	\$1,957.40
280	361	49	0	\$1,957.40
280	361	50	0	\$1,957.40
280	361	51	0	\$1,957.40
280	361	52	0	\$1,957.40
280	361	53	0	\$1,957.40
280	361	54	0	\$1,957.40
280	361	55	0	\$1,957.40
280	361	56	0	\$1,957.40
280	361	57	0	\$1,957.40
280	361	58	0	\$1,957.40
280	361	59	0	\$1,957.40
280	361	60	0	\$1,722.52

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	361	61	0	\$1,957.40
280	361	62	0	\$1,957.40
280	361	63	0	\$0.00
280	371	1	0	\$2,427.18
280	371	2	0	\$2,153.16
280	371	3	0	\$2,153.16
280	371	4	0	\$2,427.18
280	371	5	0	\$2,427.18
280	371	6	0	\$2,153.16
280	371	7	0	\$2,427.18
280	371	8	0	\$2,153.16
280	371	9	0	\$2,427.18
280	371	10	0	\$2,153.16
280	371	11	0	\$2,153.16
280	371	12	0	\$2,427.18
280	371	13	0	\$2,153.16
280	371	14	0	\$2,427.18
280	371	15	0	\$2,153.16
280	371	16	0	\$2,427.18
280	371	17	0	\$2,427.18
280	371	18	0	\$2,153.16
280	371	19	0	\$2,153.16
280	371	20	0	\$2,153.16
280	371	21	0	\$2,427.18
280	371	22	0	\$2,153.16
280	371	23	0	\$2,427.18
280	371	24	0	\$2,153.16
280	371	25	0	\$2,153.16
280	371	26	0	\$2,427.18
280	371	27	0	\$2,153.16
280	371	28	0	\$2,427.18
280	371	29	0	\$2,153.16
280	371	30	0	\$2,153.16
280	371	31	0	\$2,427.18
280	371	32	0	\$2,427.18
280	371	33	0	\$2,153.16
280	371	34	0	\$2,153.16
280	371	35	0	\$2,153.16
280	371	36	0	\$2,153.16

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	371	37	0	\$2,427.18
280	371	38	0	\$2,427.18
280	371	39	0	\$2,427.18
280	371	40	0	\$2,427.18
280	371	41	0	\$2,153.16
280	371	42	0	\$2,153.16
280	371	43	0	\$2,427.18
280	371	44	0	\$2,153.16
280	371	45	0	\$2,153.16
280	371	46	0	\$0.00
280	371	48	0	\$0.00
280	371	49	0	\$0.00
280	371	50	0	\$0.00
280	381	1	0	\$2,427.18
280	381	2	0	\$2,427.18
280	381	3	0	\$2,153.16
280	381	4	0	\$2,427.18
280	381	5	0	\$2,153.16
280	381	6	0	\$2,153.16
280	381	7	0	\$2,427.18
280	381	8	0	\$2,153.16
280	381	9	0	\$2,427.18
280	381	10	0	\$2,427.18
280	381	11	0	\$2,153.16
280	381	12	0	\$2,427.18
280	381	13	0	\$2,153.16
280	381	14	0	\$2,427.18
280	381	15	0	\$2,153.16
280	381	16	0	\$2,427.18
280	381	17	0	\$2,153.16
280	381	18	0	\$2,427.18
280	381	19	0	\$2,153.16
280	381	20	0	\$2,427.18
280	381	21	0	\$2,427.18
280	381	22	0	\$2,153.16
280	381	23	0	\$2,427.18
280	381	24	0	\$2,153.16
280	381	25	0	\$2,427.18
280	381	26	0	\$2,153.16

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	381	27	0	\$2,153.16
280	381	28	0	\$2,427.18
280	381	29	0	\$2,427.18
280	381	30	0	\$2,153.16
280	381	31	0	\$2,427.18
280	381	32	0	\$2,153.16
280	381	33	0	\$2,427.18
280	381	34	0	\$2,427.18
280	381	35	0	\$2,153.16
280	381	36	0	\$2,153.16
280	381	37	0	\$2,427.18
280	381	38	0	\$2,427.18
280	381	39	0	\$2,153.16
280	381	40	0	\$2,153.16
280	381	41	0	\$2,427.18
280	381	42	0	\$2,153.16
280	381	43	0	\$2,153.16
280	381	44	0	\$2,427.18
280	381	45	0	\$2,427.18
280	381	46	0	\$2,153.16
280	381	47	0	\$2,427.18
280	381	48	0	\$2,153.16
280	381	49	0	\$2,427.18
280	381	50	0	\$2,427.18
280	381	51	0	\$2,153.16
280	381	52	0	\$2,427.18
280	381	53	0	\$2,153.16
280	381	54	0	\$2,427.18
280	381	55	0	\$2,153.16
280	381	56	0	\$2,153.16
280	381	57	0	\$2,427.18
280	381	58	0	\$2,153.16
280	381	59	0	\$2,427.18
280	381	60	0	\$0.00
280	381	67	0	\$1,722.52
280	381	68	0	\$1,722.52
280	381	69	0	\$1,722.52
280	381	70	0	\$1,722.52
280	381	71	0	\$1,722.52

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	381	72	0	\$1,722.52
280	381	73	0	\$1,722.52
280	381	74	0	\$1,722.52
280	381	75	0	\$1,722.52
280	381	76	0	\$1,722.52
280	381	77	0	\$1,722.52
280	381	78	0	\$1,722.52
280	381	79	0	\$1,722.52
280	381	80	0	\$1,722.52
280	381	81	0	\$1,722.52
280	381	82	0	\$1,722.52
280	381	83	0	\$1,722.52
280	381	84	0	\$0.00
280	381	86	0	\$0.00
280	391	1	0	\$1,957.40
280	391	2	0	\$2,427.18
280	391	3	0	\$2,153.16
280	391	4	0	\$1,957.40
280	391	5	0	\$2,427.18
280	391	6	0	\$2,153.16
280	391	7	0	\$1,957.40
280	391	8	0	\$2,427.18
280	391	9	0	\$2,427.18
280	391	10	0	\$2,153.16
280	391	11	0	\$2,427.18
280	391	12	0	\$1,957.40
280	391	13	0	\$2,153.16
280	391	14	0	\$2,427.18
280	391	15	0	\$2,153.16
280	391	16	0	\$2,427.18
280	391	17	0	\$2,153.16
280	391	18	0	\$2,427.18
280	391	19	0	\$0.00
280	391	23	0	\$1,428.90
280	391	24	0	\$1,057.00
280	391	25	0	\$1,428.90
280	391	26	0	\$1,057.00
280	391	27	0	\$1,428.90
280	391	28	0	\$1,428.90

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	391	29	0	\$1,428.90
280	391	30	0	\$1,057.00
280	391	31	0	\$1,428.90
280	391	32	0	\$1,057.00
280	391	33	0	\$1,428.90
280	391	34	0	\$1,428.90
280	391	35	0	\$1,428.90
280	391	36	0	\$1,057.00
280	391	37	0	\$1,428.90
280	391	38	0	\$1,428.90
280	391	39	0	\$1,428.90
280	391	40	0	\$1,057.00
280	391	41	0	\$1,428.90
280	391	42	0	\$1,428.90
280	391	43	0	\$1,428.90
280	391	44	0	\$1,057.00
280	391	45	0	\$1,428.90
280	391	46	0	\$1,428.90
280	391	47	0	\$0.00
280	391	48	0	\$0.00
280	391	49	0	\$0.00
280	391	50	0	\$0.00
280	391	51	0	\$0.00
280	391	52	0	\$0.00
280	391	53	0	\$0.00
280	391	54	0	\$0.00
280	391	55	0	\$0.00
280	391	56	0	\$0.00
280	391	57	0	\$0.00
280	391	58	0	\$1,428.90
280	391	59	0	\$1,428.90
280	391	60	0	\$1,057.00
280	391	61	0	\$1,428.90
280	391	62	0	\$1,428.90
280	391	63	0	\$1,428.90
280	391	64	0	\$1,057.00
280	391	65	0	\$1,428.90
280	391	66	0	\$1,057.00
280	391	67	0	\$1,428.90

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	391	68	0	\$1,428.90
280	391	69	0	\$1,428.90
280	391	70	0	\$1,057.00
280	391	71	0	\$1,428.90
280	391	72	0	\$1,428.90
280	391	73	0	\$0.00
280	391	74	0	\$0.00
280	391	75	0	\$0.00
280	391	76	0	\$0.00
280	391	77	0	\$0.00
280	391	78	0	\$0.00
280	401	1	0	\$2,427.18
280	401	2	0	\$1,957.40
280	401	3	0	\$2,153.16
280	401	4	0	\$1,957.40
280	401	5	0	\$2,427.18
280	401	6	0	\$1,957.40
280	401	7	0	\$2,427.18
280	401	8	0	\$1,957.40
280	401	9	0	\$2,153.16
280	401	10	0	\$2,427.18
280	401	11	0	\$2,427.18
280	401	12	0	\$1,957.40
280	401	13	0	\$2,427.18
280	401	14	0	\$2,427.18
280	401	15	0	\$2,153.16
280	401	16	0	\$2,427.18
280	401	17	0	\$1,957.40
280	401	18	0	\$2,427.18
280	401	19	0	\$2,153.16
280	401	20	0	\$1,957.40
280	401	21	0	\$2,427.18
280	401	22	0	\$2,153.16
280	401	23	0	\$2,427.18
280	401	24	0	\$2,153.16
280	401	25	0	\$2,427.18
280	401	26	0	\$1,957.40
280	401	27	0	\$2,153.16
280	401	28	0	\$2,427.18

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	401	29	0	\$1,957.40
280	401	30	0	\$2,427.18
280	401	31	0	\$1,957.40
280	401	32	0	\$2,153.16
280	401	33	0	\$2,427.18
280	401	34	0	\$1,957.40
280	401	35	0	\$2,153.16
280	401	36	0	\$2,427.18
280	401	37	0	\$2,427.18
280	401	38	0	\$1,957.40
280	401	39	0	\$1,957.40
280	401	40	0	\$2,427.18
280	401	41	0	\$2,153.16
280	401	42	0	\$2,427.18
280	401	43	0	\$2,153.16
280	401	44	0	\$2,427.18
280	401	45	0	\$2,427.18
280	401	46	0	\$2,427.18
280	401	47	0	\$2,153.16
280	401	48	0	\$2,427.18
280	401	49	0	\$2,153.16
280	401	50	0	\$2,427.18
280	401	51	0	\$2,153.16
280	401	52	0	\$1,957.40
280	401	53	0	\$1,957.40
280	401	54	0	\$2,427.18
280	401	55	0	\$1,957.40
280	401	56	0	\$1,957.40
280	401	57	0	\$2,153.16
280	401	58	0	\$1,957.40
280	401	59	0	\$1,957.40
280	401	60	0	\$2,153.16
280	401	61	0	\$2,427.18
280	401	62	0	\$2,153.16
280	401	63	0	\$1,957.40
280	401	65	0	\$0.00
280	401	69	0	\$0.00
280	401	70	0	\$0.00
280	401	71	0	\$1,428.90

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	401	72	0	\$1,428.90
280	401	73	0	\$1,057.00
280	401	74	0	\$1,428.90
280	401	75	0	\$1,428.90
280	401	76	0	\$1,057.00
280	401	77	0	\$1,428.90
280	401	78	0	\$1,428.90
280	401	79	0	\$1,428.90
280	401	80	0	\$1,428.90
280	401	81	0	\$1,428.90
280	401	82	0	\$1,428.90
280	401	83	0	\$1,057.00
280	401	84	0	\$1,428.90
280	401	85	0	\$1,428.90
280	401	86	0	\$1,057.00
280	401	87	0	\$1,428.90
280	401	88	0	\$1,428.90
280	401	89	0	\$1,428.90
280	401	90	0	\$0.00
280	401	91	0	\$0.00
280	401	92	0	\$0.00
280	401	93	0	\$0.00
280	401	94	0	\$0.00
280	401	95	0	\$0.00
280	401	96	0	\$0.00
280	401	97	0	\$0.00
280	412	3	0	\$0.00
280	412	4	0	\$0.00
280	412	5	0	\$0.00
280	412	6	0	\$0.00
280	412	7	0	\$0.00
280	412	8	0	\$0.00
280	412	9	0	\$0.00
280	412	10	0	\$0.00
280	412	11	0	\$0.00
280	412	12	0	\$0.00
280	412	13	0	\$0.00
280	412	14	0	\$0.00
280	412	15	0	\$0.00

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	412	16	0	\$0.00
280	412	17	0	\$0.00
280	412	18	0	\$0.00
280	412	19	0	\$1,428.90
280	412	20	0	\$1,057.00
280	412	21	0	\$1,428.90
280	412	22	0	\$1,428.90
280	412	23	0	\$1,428.90
280	412	24	0	\$1,057.00
280	412	25	0	\$1,428.90
280	412	26	0	\$1,057.00
280	412	27	0	\$1,428.90
280	412	28	0	\$1,428.90
280	412	29	0	\$1,057.00
280	412	30	0	\$1,428.90
280	412	31	0	\$1,428.90
280	412	32	0	\$1,428.90
280	412	33	0	\$1,428.90
280	412	34	0	\$1,428.90
280	412	35	0	\$1,057.00
280	412	36	0	\$1,428.90
280	412	37	0	\$1,428.90
280	412	38	0	\$1,057.00
280	412	39	0	\$1,428.90
280	412	40	0	\$1,428.90
280	412	41	0	\$1,428.90
280	412	42	0	\$1,428.90
280	412	43	0	\$1,057.00
280	412	44	0	\$1,428.90
280	412	45	0	\$1,428.90
280	421	1	0	\$1,722.52
280	421	2	0	\$1,722.52
280	421	3	0	\$1,428.90
280	421	4	0	\$1,722.52
280	421	5	0	\$1,722.52
280	421	6	0	\$1,722.52
280	421	7	0	\$1,428.90
280	421	8	0	\$1,722.52
280	421	9	0	\$1,722.52

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	421	10	0	\$1,722.52
280	421	11	0	\$1,722.52
280	421	12	0	\$1,722.52
280	421	13	0	\$1,722.52
280	421	14	0	\$1,428.90
280	421	15	0	\$1,428.90
280	421	16	0	\$1,722.52
280	421	17	0	\$1,722.52
280	421	18	0	\$1,722.52
280	421	19	0	\$1,722.52
280	421	20	0	\$1,722.52
280	421	21	0	\$1,722.52
280	421	22	0	\$1,428.90
280	421	23	0	\$1,722.52
280	421	24	0	\$1,722.52
280	421	25	0	\$1,722.52
280	421	26	0	\$1,722.52
280	421	27	0	\$1,428.90
280	421	28	0	\$1,722.52
280	421	29	0	\$1,722.52
280	421	30	0	\$1,428.90
280	421	31	0	\$1,722.52
280	421	32	0	\$1,722.52
280	421	33	0	\$1,722.52
280	421	34	0	\$1,428.90
280	421	35	0	\$1,722.52
280	421	36	0	\$1,722.52
280	421	37	0	\$1,428.90
280	421	38	0	\$1,722.52
280	421	39	0	\$1,428.90
280	421	40	0	\$1,722.52
280	421	41	0	\$1,722.52
280	421	42	0	\$1,722.52
280	421	43	0	\$1,722.52
280	421	44	0	\$1,722.52
280	421	45	0	\$1,428.90
280	421	46	0	\$1,722.52
280	421	47	0	\$1,722.52
280	421	48	0	\$1,428.90

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
280	421	49	0	\$1,722.52
280	421	50	0	\$1,722.52
280	421	51	0	\$1,722.52
280	421	52	0	\$1,722.52
280	421	57	0	\$0.00
280	421	58	0	\$0.00
280	431	2	0	\$0.00
280	431	3	0	\$0.00
280	432	7	0	\$0.00
280	432	8	0	\$0.00
280	432	9	0	\$0.00
280	432	10	0	\$0.00
280	432	11	0	\$0.00
280	432	12	0	\$0.00
280	432	13	0	\$0.00
280	432	14	0	\$0.00
280	441	9	0	\$0.00
280	441	10	0	\$0.00
280	441	11	0	\$0.00
280	441	12	0	\$0.00
280	441	13	0	\$0.00
280	441	14	0	\$0.00
934	36	22	0	\$939.56
934	36	23	0	\$939.56
934	36	24	0	\$939.56
934	36	25	0	\$939.56
934	36	26	0	\$939.56
934	36	27	0	\$939.56
934	36	28	0	\$939.56
934	36	29	0	\$939.56
934	36	30	0	\$939.56
934	36	31	0	\$939.56
934	36	32	0	\$939.56
934	36	33	0	\$939.56
934	36	34	0	\$939.56
934	36	35	0	\$939.56
934	36	36	0	\$939.56
934	36	37	0	\$939.56
934	36	38	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
934	36	39	0	\$939.56
934	36	40	0	\$939.56
934	36	41	0	\$939.56
934	36	42	0	\$939.56
934	36	43	0	\$939.56
934	36	44	0	\$939.56
934	36	45	0	\$939.56
934	36	46	0	\$939.56
934	36	47	0	\$939.56
934	36	48	0	\$939.56
934	36	49	0	\$939.56
934	36	50	0	\$939.56
934	36	51	0	\$939.56
934	36	52	0	\$939.56
934	36	53	0	\$939.56
934	36	54	0	\$939.56
934	36	55	0	\$939.56
934	36	56	0	\$939.56
934	36	57	0	\$939.56
934	36	58	0	\$939.56
934	36	59	0	\$939.56
934	36	60	0	\$939.56
934	36	61	0	\$939.56
934	36	62	0	\$939.56
934	36	63	0	\$939.56
934	36	64	0	\$939.56
934	36	65	0	\$939.56
934	36	66	0	\$939.56
934	36	67	0	\$939.56
934	36	68	0	\$939.56
934	36	69	0	\$939.56
934	36	70	0	\$939.56
934	36	71	0	\$939.56
934	36	72	0	\$939.56
934	36	73	0	\$939.56
934	36	74	0	\$939.56
934	36	75	0	\$939.56
934	36	76	0	\$939.56
934	36	77	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
934	36	78	0	\$939.56
934	36	79	0	\$939.56
934	36	80	0	\$939.56
934	36	81	0	\$939.56
934	36	82	0	\$939.56
934	36	83	0	\$939.56
934	36	84	0	\$939.56
934	36	85	0	\$939.56
934	36	86	0	\$939.56
934	36	87	0	\$939.56
934	36	88	0	\$939.56
934	36	89	0	\$939.56
934	36	90	0	\$939.56
934	36	91	0	\$939.56
934	36	92	0	\$939.56
934	36	93	0	\$939.56
934	36	94	0	\$939.56
934	36	95	0	\$939.56
934	36	96	0	\$939.56
934	36	97	0	\$939.56
934	36	98	0	\$939.56
934	36	99	0	\$939.56
934	36	100	0	\$939.56
934	36	101	0	\$939.56
934	36	102	0	\$939.56
934	36	103	0	\$939.56
934	36	104	0	\$939.56
934	36	105	0	\$939.56
934	36	106	0	\$939.56
934	36	107	0	\$939.56
934	36	108	0	\$939.56
934	36	109	0	\$939.56
934	36	110	0	\$939.56
934	36	111	0	\$939.56
934	36	112	0	\$939.56
934	36	113	0	\$939.56
934	36	114	0	\$939.56
934	36	115	0	\$939.56
934	36	116	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
934	36	117	0	\$939.56
934	36	118	0	\$939.56
934	36	119	0	\$939.56
934	36	120	0	\$939.56
934	36	121	0	\$939.56
934	36	122	0	\$939.56
934	36	123	0	\$939.56
934	36	124	0	\$939.56
934	36	125	0	\$939.56
934	36	126	0	\$939.56
934	36	127	0	\$939.56
934	36	128	0	\$939.56
934	36	129	0	\$939.56
934	36	130	0	\$939.56
934	36	131	0	\$939.56
934	36	132	0	\$939.56
934	36	133	0	\$939.56
934	36	134	0	\$939.56
934	36	135	0	\$939.56
934	36	136	0	\$939.56
934	36	137	0	\$939.56
934	36	138	0	\$939.56
934	36	139	0	\$939.56
934	36	140	0	\$939.56
934	36	141	0	\$939.56
934	36	142	0	\$939.56
934	36	143	0	\$939.56
934	36	144	0	\$939.56
934	36	145	0	\$939.56
934	36	146	0	\$939.56
934	36	147	0	\$939.56
934	36	148	0	\$939.56
934	36	149	0	\$939.56
934	36	150	0	\$939.56
934	36	151	0	\$939.56
934	36	152	0	\$939.56
934	36	153	0	\$939.56
934	36	154	0	\$939.56
934	36	155	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
934	36	156	0	\$939.56
934	36	157	0	\$939.56
934	36	158	0	\$939.56
934	36	159	0	\$939.56
934	36	160	0	\$939.56
934	36	161	0	\$939.56
934	36	162	0	\$939.56
934	36	163	0	\$939.56
934	36	164	0	\$939.56
934	36	165	0	\$939.56
934	36	166	0	\$939.56
934	36	167	0	\$939.56
934	36	168	0	\$939.56
934	36	169	0	\$939.56
934	36	170	0	\$939.56
934	36	171	0	\$939.56
934	36	172	0	\$939.56
934	36	173	0	\$939.56
934	36	174	0	\$939.56
934	36	175	0	\$939.56
934	36	176	0	\$939.56
934	36	177	0	\$939.56
934	36	178	0	\$939.56
934	36	179	0	\$939.56
934	36	180	0	\$939.56
934	36	181	0	\$939.56
934	36	182	0	\$939.56
934	36	183	0	\$939.56
934	36	184	0	\$939.56
934	36	185	0	\$939.56
934	36	186	0	\$939.56
934	36	187	0	\$939.56
934	36	188	0	\$939.56
934	36	189	0	\$939.56
934	36	190	0	\$939.56
934	36	191	0	\$939.56
934	36	192	0	\$939.56
934	36	193	0	\$939.56
934	36	194	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
936	24	272	0	\$939.56
936	24	273	0	\$939.56
936	24	274	0	\$939.56
936	24	275	0	\$939.56
936	24	276	0	\$939.56
936	24	277	0	\$939.56
936	24	278	0	\$939.56
936	24	279	0	\$939.56
936	24	280	0	\$939.56
936	24	281	0	\$939.56
936	24	282	0	\$939.56
936	24	283	0	\$939.56
936	24	284	0	\$939.56
936	24	285	0	\$939.56
936	24	286	0	\$939.56
936	24	287	0	\$939.56
936	24	288	0	\$939.56
936	24	289	0	\$939.56
936	24	290	0	\$939.56
936	24	291	0	\$939.56
936	24	292	0	\$939.56
936	24	293	0	\$939.56
936	24	294	0	\$939.56
936	24	295	0	\$939.56
936	24	296	0	\$939.56
936	24	297	0	\$939.56
936	24	298	0	\$939.56
936	24	299	0	\$939.56
936	24	300	0	\$939.56
936	24	301	0	\$939.56
936	24	302	0	\$939.56
936	24	303	0	\$939.56
936	24	304	0	\$939.56
936	24	305	0	\$939.56
936	24	306	0	\$939.56
936	24	307	0	\$939.56
936	24	308	0	\$939.56
936	24	309	0	\$939.56
936	24	310	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
936	24	311	0	\$939.56
936	24	312	0	\$939.56
936	24	313	0	\$939.56
936	24	314	0	\$939.56
936	24	315	0	\$939.56
936	24	316	0	\$939.56
936	24	317	0	\$939.56
936	24	318	0	\$939.56
936	24	319	0	\$939.56
936	24	320	0	\$939.56
936	24	321	0	\$939.56
936	24	322	0	\$939.56
936	24	323	0	\$939.56
936	24	324	0	\$939.56
936	24	325	0	\$939.56
936	24	326	0	\$939.56
936	24	327	0	\$939.56
936	24	328	0	\$939.56
936	24	329	0	\$939.56
936	24	330	0	\$939.56
936	24	331	0	\$939.56
936	24	332	0	\$939.56
936	24	333	0	\$939.56
936	24	334	0	\$939.56
936	24	335	0	\$939.56
936	24	336	0	\$939.56
936	24	337	0	\$939.56
936	24	338	0	\$939.56
936	24	339	0	\$939.56
936	24	340	0	\$939.56
936	24	341	0	\$939.56
936	24	342	0	\$939.56
936	24	343	0	\$939.56
936	24	344	0	\$939.56
936	24	345	0	\$939.56
936	24	346	0	\$939.56
936	24	347	0	\$939.56
936	24	348	0	\$939.56
936	24	349	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
936	24	350	0	\$939.56
936	24	351	0	\$939.56
936	24	352	0	\$939.56
936	24	353	0	\$939.56
936	24	354	0	\$939.56
936	24	355	0	\$939.56
936	24	356	0	\$939.56
936	24	357	0	\$939.56
936	24	358	0	\$939.56
936	24	359	0	\$939.56
936	24	360	0	\$939.56
936	24	361	0	\$939.56
936	24	362	0	\$939.56
936	24	363	0	\$939.56
936	24	364	0	\$939.56
936	24	365	0	\$939.56
936	24	366	0	\$939.56
936	24	367	0	\$939.56
936	24	368	0	\$939.56
936	24	369	0	\$939.56
936	24	370	0	\$939.56
936	24	371	0	\$939.56
936	24	372	0	\$939.56
936	24	373	0	\$939.56
936	24	374	0	\$939.56
936	24	375	0	\$939.56
936	24	376	0	\$939.56
936	24	377	0	\$939.56
936	24	378	0	\$939.56
936	24	379	0	\$939.56
936	24	380	0	\$939.56
936	24	381	0	\$939.56
936	24	382	0	\$939.56
936	24	383	0	\$939.56
936	24	384	0	\$939.56
936	24	385	0	\$939.56
936	24	386	0	\$939.56
936	24	387	0	\$939.56
936	24	388	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
936	24	389	0	\$939.56
936	24	390	0	\$939.56
936	24	391	0	\$939.56
936	24	392	0	\$939.56
936	24	393	0	\$939.56
936	24	394	0	\$939.56
936	24	395	0	\$939.56
936	24	396	0	\$939.56
936	24	397	0	\$939.56
936	24	398	0	\$939.56
936	24	403	0	\$939.56
936	24	404	0	\$939.56
936	24	405	0	\$939.56
936	24	406	0	\$939.56
936	24	407	0	\$939.56
936	24	408	0	\$939.56
936	24	409	0	\$939.56
936	24	410	0	\$939.56
936	24	411	0	\$939.56
936	24	412	0	\$939.56
936	24	413	0	\$939.56
936	24	414	0	\$939.56
936	24	415	0	\$939.56
936	24	416	0	\$939.56
936	24	417	0	\$939.56
936	24	418	0	\$939.56
936	24	419	0	\$939.56
936	24	420	0	\$939.56
936	24	421	0	\$939.56
936	24	422	0	\$939.56
936	24	423	0	\$939.56
936	24	424	0	\$939.56
936	24	425	0	\$939.56
936	24	426	0	\$939.56
936	24	427	0	\$939.56
936	24	428	0	\$939.56
936	24	429	0	\$939.56
936	24	430	0	\$939.56
936	24	431	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
936	24	432	0	\$939.56
936	24	433	0	\$939.56
936	24	434	0	\$939.56
936	24	435	0	\$939.56
936	24	436	0	\$939.56
936	24	437	0	\$939.56
936	24	438	0	\$939.56
936	24	439	0	\$939.56
936	24	440	0	\$939.56
936	24	441	0	\$939.56
936	24	442	0	\$939.56
936	24	443	0	\$939.56
936	24	444	0	\$939.56
936	24	445	0	\$939.56
936	24	446	0	\$939.56
936	24	447	0	\$939.56
936	24	448	0	\$939.56
936	24	449	0	\$939.56
936	24	450	0	\$939.56
936	24	451	0	\$939.56
936	24	452	0	\$939.56
936	24	453	0	\$939.56
936	24	454	0	\$939.56
936	24	455	0	\$939.56
936	24	456	0	\$939.56
936	24	457	0	\$939.56
936	24	458	0	\$939.56
936	24	459	0	\$939.56
936	24	460	0	\$939.56
936	24	461	0	\$939.56
936	24	462	0	\$939.56
936	24	463	0	\$939.56
936	24	464	0	\$939.56
936	24	465	0	\$939.56
936	24	466	0	\$939.56
936	24	467	0	\$939.56
936	24	468	0	\$939.56
936	24	469	0	\$939.56
936	24	470	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
936	24	471	0	\$939.56
936	24	472	0	\$939.56
936	24	473	0	\$939.56
936	24	474	0	\$939.56
936	24	475	0	\$939.56
936	24	476	0	\$939.56
936	24	477	0	\$939.56
936	24	478	0	\$939.56
936	24	479	0	\$939.56
936	24	480	0	\$939.56
936	24	481	0	\$939.56
936	24	482	0	\$939.56
936	24	483	0	\$939.56
936	24	484	0	\$939.56
936	24	485	0	\$939.56
936	24	486	0	\$939.56
936	24	487	0	\$939.56
936	24	488	0	\$939.56
936	24	489	0	\$939.56
936	24	490	0	\$939.56
936	24	491	0	\$939.56
936	24	492	0	\$939.56
936	24	493	0	\$939.56
936	24	494	0	\$939.56
936	24	495	0	\$939.56
936	24	496	0	\$939.56
936	24	497	0	\$939.56
936	24	498	0	\$939.56
936	24	499	0	\$939.56
936	24	500	0	\$939.56
936	24	501	0	\$939.56
936	24	502	0	\$939.56
936	24	503	0	\$939.56
936	24	504	0	\$939.56
936	24	505	0	\$939.56
936	24	506	0	\$939.56
936	24	507	0	\$939.56
936	24	508	0	\$939.56
936	24	509	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
936	24	510	0	\$939.56
936	24	511	0	\$939.56
936	24	512	0	\$939.56
936	24	513	0	\$939.56
936	24	514	0	\$939.56
936	24	515	0	\$939.56
936	24	516	0	\$939.56
936	24	517	0	\$939.56
936	24	518	0	\$939.56
936	24	519	0	\$939.56
936	24	520	0	\$939.56
936	24	521	0	\$939.56
936	24	522	0	\$939.56
936	24	523	0	\$939.56
936	24	524	0	\$939.56
936	24	525	0	\$939.56
936	24	526	0	\$939.56
936	24	527	0	\$939.56
936	24	528	0	\$939.56
936	24	529	0	\$939.56
936	24	530	0	\$939.56
936	24	531	0	\$939.56
936	24	532	0	\$939.56
936	24	533	0	\$939.56
936	24	534	0	\$939.56
936	24	535	0	\$939.56
936	24	536	0	\$939.56
936	24	537	0	\$939.56
936	24	538	0	\$939.56
936	24	539	0	\$939.56
936	24	540	0	\$939.56
936	24	541	0	\$939.56
936	24	542	0	\$939.56
936	24	543	0	\$939.56
936	24	544	0	\$939.56
936	24	545	0	\$939.56
936	24	546	0	\$939.56
936	24	547	0	\$939.56
936	24	548	0	\$939.56

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2018/2019

Book	Page	Parcel	Interest	Special Tax
936	24	549	0	\$939.56
936	24	550	0	\$939.56
936	24	551	0	\$939.56
936	24	552	0	\$939.56

Major Conclusions	
Total Number of Parcels	1,213
Number of Parcels Taxed	1,129
Total Special Tax Levy for Fiscal Year 2018/2019	\$1,690,750.36

FULLERTON SCHOOL DISTRICT
District 22—Fullerton School District
District 40—CFD No. 2000-1 (Van Daele)
District 48—CFD No. 2001-1 (Amerige Heights)

BOARD AGENDA ITEM #2c

DISCUSSION/ACTION ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: **ADOPT RESOLUTION #18/19-05 AUTHORIZING DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS BY SIGNATURE TO BE KEPT ON FILE BY THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR THE FULLERTON SCHOOL DISTRICT (DISTRICTS 22, 40, 48)**

Background: In accordance with Education Code section 42633, "The governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order."

Resolution: The Orange County Superintendent of Schools requires that all designated personnel authorized to sign various documents as listed on the attached resolution be approved by the Board of Trustees.

Funding: Not applicable.

Recommendation: Adopt Resolution #18/19-05 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

RC:MG:gs
Attachment

**BOARD OF TRUSTEES
FULLERTON SCHOOL DISTRICT
Orange County, California**

**RESOLUTION #18/19-05
DISTRICTS 22, 40, AND 48**

RESOLUTION FOR THE AUTHORIZATION OF DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS FOR THE FULLERTON SCHOOL DISTRICT

WHEREAS, Education Code section 42631 provides that all payments from the funds of a school district shall be made by written order of the governing board of the school district; and

WHEREAS, Education Code section 42632 requires that each order drawn on the funds of a school district be signed by a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign the orders in its name; and

WHEREAS, Education Code section 42633 requires that the verified signature of each person, including members of the governing board, authorized to sign orders in the name of the governing board shall be filed with the County Superintendent of Schools;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED that the Board of Trustees of the Fullerton School District authorizes the following named persons to approve the District documents as so indicated with their respective signatures to be kept on file by the Orange County Superintendent of Schools, effective July 24, 2018, and that all previous authorizations for approval are rescinded:

Signature	Federal, State, County Reports, Documents	Government Projects	Inter-district Agreements	Purchase Orders and / or Bid Documents	Contracts, Agreements	Leases	All Checking, Savings, Checks, Transfers	B-Warrants, Checks, All FSD Accts	Warrant Registers	Employee Notices, Status Changes
Robert Pletka, Ed.D., District Superintendent	X	X	X	X	X	X	X	X	X	X
Robert R. Coghlan, Ph.D., Asst. Supt., Business Services	X	X	X	X	X	X	X	X	X	X
Ema Flores, Ed.D., Asst. Supt. ,Educational Services	X	X	X		X		X	X	X	
Chad Hammitt, Ed.D., Asst. Supt., Personnel Services	X	X	X		X		X	X	X	X
Jay McPhail, Asst. Supt., Innovation/Instructional Support	X	X	X		X		X	X	X	
Michael Burns, Director, Nutrition Services				X	X		X	X	X	
Melissa Greenwood, Director, Business Services	X			X			X	X	X	
Chanjira Luu, Director, Classified Personnel										X
Michael McAdam, Director, Purchasing, Warehouse, Transportation				X			X	X		
Scott Schlabsz, Director, Facilities, Maintenance, Operations				X						
Damian Ibarra , Supervisor, Business Services							X	X	X	
Rachel Grantham, Financial Analyst, Business Services							X	X		
Shannon Illingworth, Nutrition Specialist, Nutrition Services							X	X		

BE IT FURTHER RESOLVED that when the authorization is exercised, the claims and orders have been ordered paid by said Board of Trustees, and have been processed pursuant to the provisions of Education Code sections 42630-34.

Passed and adopted by the Board of Trustees of the Fullerton School District on July 24, 2018, by the following voice vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, _____, Clerk of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of July 2018, and I have hereunto set my hand and seal this 24th day of July 2018.

Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT
District 22—Fullerton School District
District 40—CFD No. 2000-1 (Van Daele)
District 48—CFD No. 2001-1 (Amerige Heights)

BOARD AGENDA ITEM #2d

DISCUSSION/ACTION ITEM

DATE: July 24, 2018

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

FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: **ADOPT RESOLUTION #18/19-06 AUTHORIZING THE ELECTRONIC APPROVAL OF VENDOR CLAIMS/ORDERS FOR THE FULLERTON SCHOOL DISTRICT (DISTRICTS 22, 40, 48)**

Background: In order to continue to conduct the business of the District, it becomes necessary from time to time to update the list of persons authorized to approve vendor payments electronically.

In accordance with Education Code section 42633, "The governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order."

Rationale: The Orange County Superintendent of Schools requires that all designated personnel authorized to sign various documents as listed on the attached Resolution be approved by the Board of Trustees.

Funding: Not applicable.

Recommendation: Adopt Resolution #18/19-06 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (Districts 22, 40, 48).

RC:MG:gs
Attachment

**BOARD OF TRUSTEES
FULLERTON SCHOOL DISTRICT
Orange County, California**

**RESOLUTION #18/19-06
FULLERTON SCHOOL DISTRICT
DISTRICTS 22, 40, AND 48**

**RESOLUTION FOR THE AUTHORIZATION OF ELECTRONIC APPROVAL OF
VENDOR CLAIMS/ORDERS FOR THE FULLERTON SCHOOL DISTRICT**

WHEREAS, Education Code section 42631 authorizes processing warrants through an on-line data processing system; and

WHEREAS, Education Code section 42632 requires that each order drawn on the funds of a school district be signed by a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign the orders in its name; and

WHEREAS, Education Code section 42633 requires that the verified signature of each person, including members of the governing board, authorized to sign orders in the name of the governing board shall be filed with the County Superintendent of Schools;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED that the Board of Trustees of the Fullerton School District authorizes the following named persons to approve vendor payments electronically, effective July 24, 2018, and that all previous authorizations for approval are rescinded:

TYPED NAME

SIGNATURE

Melissa Greenwood, Director, Business Services

Mike McAdam, Director, Purchasing, Warehouse, Transportation

Damian Ibarra, Accounting Supervisor, Business Services

Rachel Grantham, Financial Analyst, Business Services

BE IT FURTHER RESOLVED that when the authorization is exercised, the claims and orders have been ordered paid by said Board of Trustees, and have been processed pursuant to the provisions of Education Code sections 42630-34.

Passed and adopted by the Board of Trustees of the Fullerton School District on July 24, 2018, by the following voice vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

President, Board of Trustees
Fullerton School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, _____, Clerk of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of July 2018, and I have hereunto set my hand and seal this 24th day of July 2018.

Clerk, Board of Trustees

ADMINISTRATIVE REPORT

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF NEW AND REVISED BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following board policies must be revised or implemented to maintain compliance:

New:

Students

- BP 5111.1 – District Residency
- BP 5145.13 – Response to Immigration Enforcement
- BP 5145.6 – Parent Notifications

Revised:

Philosophy, Goals, Objectives, and Comprehensive Plans

- BP 0410 – Nondiscrimination in District Programs and Activities

Community

- BP 1312.3 – Uniform Complaint Procedures

Students

- BP 5022 – Students and Family Privacy Rights
- BP 5111 – Admission
- BP 5125 – Student Records
- BP 5131.2 – Anti-Bullying
- BP 5145.3 – Nondiscrimination/Harassment

The purpose of this Administrative Report will be to afford Board members the opportunity to review these new board policies, ask questions, receive clarification, and propose revisions prior to the request for Board approval of these revised policies at the August 14, 2018 Board of Trustees Meeting.

Rationale: Ongoing revisions ensure that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm

Attachments

Fullerton School District

Board Policy

District Residency

BP 5111.1

Students

Board Adopted:

The Board of Trustees desires to admit all students who reside within District boundaries or who fulfill the District residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the District, including, but not limited to, all options for meeting residency requirements for school attendance.

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a District school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record.

When establishing students' residency for enrollment purposes, the Superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members.

A student's enrollment may be denied when the submitted documentation is insufficient to establish District residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets District residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency.

The Superintendent or designee may assign a trained District employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the District.

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view.

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation.

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet District residency requirements and denies the student's enrollment in the District, he/she shall provide the student's parent/guardian an opportunity to appeal that determination.

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the District's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the District's determination to deny enrollment should be overruled.

A student who is currently enrolled in the District shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the District shall not be permitted to attend any District school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that District residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the District's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the District may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

The District may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class.

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

234.7 Student protections relating to immigration and citizenship status

35160.5 IntraDistrict open enrollment

35351 Assignment of students to particular schools

46600-46611 InterDistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.4 Evidence of residency

48300-48317 Student attendance alternatives, school District of choice program

48350-48361 Open Enrollment Act transfers

48645.5 Former juvenile court school students, enrollment

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

Fullerton School District BP 5111.1

Page 2 of 3

48980 Notifications at beginning of term
52317 Regional occupational program, admission of persons including nonresidents
FAMILY CODE
6550-6552 Caregivers
GOVERNMENT CODE
6205-6210 Confidentiality of residence for victims of domestic violence
CODE OF REGULATIONS, TITLE 5
432 Retention of student records
UNITED STATES CODE, TITLE 8
1229c Immigration and Nationality Act
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
COURT DECISIONS
Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

CSBA Revisions

(12/15 3/17) 5/18

Fullerton School District

Board Policy

Response to Immigration Enforcement

BP 5145.13

Students

Board Adopted:

The Board of Trustees is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at District schools, except as may be required by state and federal law.

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the District's programs and activities on the basis of his/her immigration status.

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement.

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to District records, school sites, or students for the purpose of immigration enforcement.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information.

Legal Reference:

EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

WEB SITES

CSBA: <http://www.csba.org>

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Department of Justice: <http://www.justice.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:
<http://locator.ice.gov/odls>

CSBA Revisions

5/18

Fullerton School District

Board Policy

Parent Notifications

BP 5145.6

Students

Board Adopted:

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

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

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE

221.5 Prohibited sex discrimination

231.5 Sexual harassment policy

234.7 Student protections relating to immigration and citizenship status

262.3 Appeals for discrimination complaints; information regarding availability of civil remedies
310 Language acquisition programs
313 Reclassification of English learners, parental consultation
313.2 Long-term English learner, notification
440 English language proficiency assessment; instruction in English language development
8483 Before/after school program; enrollment priorities
17288 Building standards for university campuses
17611.5-17612 Notification of pesticide use
32221.5 Insurance for athletic team members
32255-32255.6 Right to refuse harmful or destructive use of animals
32390 Fingerprint program; contracts; funding; consent of parent/guardian
33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act
35160.5 Extracurricular and co-curricular activities
35178.4 Notice of accreditation status
35182.5 Advertising in the classroom
35183 School dress codes; uniforms
35186 Complaints concerning deficiencies in instructional materials and facilities
35211 Driver training; District insurance, parent/guardian liability
35256 School Accountability Report Card
35258 School Accountability Report Card
35291 Rules for student discipline
37616 Consultation regarding year-round schedule
39831.5 School bus rider rules and information
44050 Employee codes of conduct, employee interactions with students
44808.5 Permission to leave school grounds
46010.1 Notice regarding excuse to obtain confidential medical services
46014 Regulations regarding absences for religious purposes
46600-46611 InterDistrict attendance agreements
48000 Minimum age of admission
48070.5 Promotion or retention of students
48204 Residency requirements
48205 Absence for personal reasons
48206.3 Students with temporary disabilities; individual instruction; definitions
48207-48208 Students with temporary disabilities in hospitals
48213 Prior notice of exclusion from attendance
48216 Immunization
48260.5 Notice regarding truancy
48262 Need for parent conference regarding truancy
48263 Referral to school attendance review board or probation department
48301 InterDistrict transfers
48350-48361 Open Enrollment Act
48354 Option to transfer from school identified under Open Enrollment Act
48357 Status of application for transfer from school identified under Open Enrollment Act
48412 Certificate of proficiency
48432.3 Voluntary enrollment in continuation education
48432.5 Involuntary transfers of students
48850-48859 Education of foster youth and homeless students
48900.1 Parental attendance required after suspension
48904 Liability of parent/guardian for willful student misconduct
48904.3 Withholding grades, diplomas, or transcripts
48906 Notification of release of student to peace officer
48911 Notification in case of suspension

48911.1 Assignment to supervised suspension classroom
48912 Closed sessions; consideration of suspension
48915.1 Expelled students; enrollment in another District
48916 Readmission procedures
48918 Rules governing expulsion procedures
48929 Transfer of student convicted of violent felony or misdemeanor
48980 Required notification at beginning of term
48980.3 Notification of pesticide use
48981 Time and means of notification
48982 Parent signature acknowledging receipt of notice
48983 Contents of notice
48984 Activities prohibited unless notice given
48985 Notices to parents in language other than English
48987 Child abuse information
49013 Use of uniform complaint procedures for complaints regarding student fees
49063 Notification of parental rights
49067 Student evaluation; student in danger of failing course
49068 Transfer of permanent enrollment and scholarship record
49069 Absolute right to access
49070 Challenging content of student record
49073 Release of directory information
49073.6 Student records, social media
49076 Access to student records
49077 Access to information concerning a student in compliance with court order
49403 Cooperation in control of communicable disease and immunization
49423 Administration of prescribed medication for student
49451 Physical examinations: parent's refusal to consent
49452.5 Screening for scoliosis
49452.7 Information on type 2 diabetes
49452.8 Oral health assessment
49456 Results of vision or hearing test
49471-49472 Insurance
49475 Student athletes; concussions and head injuries
49480 Continuing medication regimen for nonepisodic conditions
49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
51225.1 Exemption from District graduation requirements
51225.2 Course credits; foster youth, homeless youth, former juvenile court school students and military-connected students
51225.3 Graduation requirements; courses that satisfy college entrance criteria
51229 Course of study for grades 7-12
51513 Personal beliefs; privacy
51938 HIV/AIDS and sexual health instruction
52164 Language census
52164.1 Census-taking methods; determination of primary language; assessment of language skills
52164.3 Reassessment of English learners; notification of results
54444.2 Migrant education programs; parent involvement
56301 Child-find system; policies regarding written notification rights
56321 Special education: proposed assessment plan
56321.5-56321.6 Notice of parent rights pertaining to special education
56329 Written notice of right to findings; independent assessment

56341.1 Development of individualized education program; right to audio record meeting
56341.5 Individualized education program team meetings
56343.5 Individualized education program meetings
56521.1 Behavioral intervention
58501 Alternative schools; notice required prior to establishment
60615 Exemption from state assessment
60641 California Assessment of Student Performance and Progress
69432.9 Submission of grade point average to Cal Grant program
CIVIL CODE
1798.29 District records, breach of security
HEALTH AND SAFETY CODE
1596.857 Right to enter child care facility
104420 Tobacco use prevention
104855 Availability of topical fluoride treatment
116277 Lead testing of school drinking water
120365-120375 Immunizations
120440 Sharing immunization information
124100-124105 Health screening and immunizations
PENAL CODE
626.81 Notice of permission granted to sex offender to volunteer on campus
627.5 Hearing request following denial or revocation of registration
CODE OF REGULATIONS, TITLE 5
852 Exemptions from state assessments
863 Reports of state assessment results
3052 Behavioral intervention
4622 Notification of uniform complaint procedures
4631 Uniform complaint procedures; notification of decision and right to appeal
4702 Student transfer from school identified under Open Enrollment Act
4917 Notification of sexual harassment policy
11303 Reclassification of English learners
11511.5 English language proficiency assessment; test results
11523 Notice of proficiency examinations
18066 Child care policies regarding excused and unexcused absences
18094-18095 Notice of Action; child care services
18114 Notice of delinquent fees; child care services
18118-18119 Notice of Action; child care services
CODE OF REGULATIONS, TITLE 17
2951 Hearing tests
6040 Time period to obtain needed immunizations
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act
1232h Privacy rights
1415 Procedural safeguards
6311 State plan
6312 Local educational agency plans
6318 Parent and family engagement
7908 Armed forces recruiter access to students
UNITED STATES CODE, TITLE 42
1758 Child nutrition programs
11431-11435 McKinney-Vento Homeless Assistance Act
CODE OF FEDERAL REGULATIONS, TITLE 7
245.5 Eligibility criteria for free and reduced-price meals
Fullerton School District BP 5145.6
Page 4 of 5

245.6a Verification of eligibility for free and reduced-price meals
CODE OF FEDERAL REGULATIONS, TITLE 34
99.7 Student records, annual notification
99.30 Disclosure of personally identifiable information
99.34 Student records, disclosure to other educational agencies
99.37 Disclosure of directory information
104.32 District responsibility to provide free appropriate public education
104.36 Procedural safeguards
104.8 Nondiscrimination
106.9 Dissemination of policy, nondiscrimination on basis of sex
200.48 Teacher qualifications
300.300 Parent consent for special education evaluation
300.322 Parent participation in IEP team meetings
300.502 Independent educational evaluation of student with disability
300.503 Prior written notice regarding identification, evaluation, or placement of student with disability
300.504 Procedural safeguards notice for students with disabilities
300.508 Due process complaint
300.530 Discipline procedures
CODE OF FEDERAL REGULATIONS, TITLE 40
763.84 Asbestos inspections, response actions and post-response actions
763.93 Asbestos management plans

Management Resources:

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Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

WEB SITES

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov>

CSBA Revisions

(3/07 11/12) 3/18

Fullerton School District

Board Policy

Nondiscrimination in District Programs and Activities

BP 0410

Philosophy, Goals, Objectives and Comprehensive Plans

Board Adopted: 02/10/09

Revised:

The Board of Trustees is committed to providing equal opportunity for all individuals in District programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

~~The Board of Trustees is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based on gender, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board shall promote programs, which ensure that discriminatory practices are eliminated in all District activities.~~

All individuals shall be treated equitably in the receipt of District and school services. Personally identifiable information collected in the implementation of any District program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the District shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

~~District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act.~~

The Superintendent or designee shall annually review District programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing District programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

All allegations of unlawful discrimination in District programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission

and employment, and sources of referral for applicants about the District's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the District. The notification shall also be posted on the District's web site and social media and in District schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee.

The District's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing District facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the District provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to District and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

~~The Superintendent or designee shall ensure that the District provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text and Braille or large print materials.~~

~~Individuals with disabilities shall notify the Superintendent or school site principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school sponsored function, program or meeting.~~

~~The Superintendent or designee shall notify students, parents/guardians, employees, employee organizations and applicants for admission and employment and sources of referral for applicants about the District's policy on nondiscrimination. Such notification shall be included in each announcement, bulletin, catalog, application form or other recruitment materials distributed to these groups.~~

~~The Superintendent or designee shall also provide information about related compliant procedures. In compliance with law, the District's nondiscrimination policy shall be published in the individual's primary language to the extent practicable.~~

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the District's response to complaints and for complying with state federal civil rights laws is hereby designated as the District's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to District programs, services, activities, or facilities.

Assistant Superintendent, Personnel Services
(title or position)
1401 W. Valencia Drive, Fullerton, CA 92833
(address)
(714) 447-7450
(telephone number)
certpersonnel@myfsd.org
(email)

Legal Reference:

~~EDUCATION CODE~~

~~200-262.4 48985 — Prohibition of discrimination Notices to parents in language other than English~~

~~GOVERNMENT CODE~~

~~11000 — Definitions~~

~~11138 — Rules and regulations~~

~~12900-12996 — Fair Employment and Housing Act~~

~~54953.2 — Brown Act compliance with Americans with Disabilities~~

~~CODE OF REGULATIONS, TITLE 5~~

~~4900-4965 — Section 504 of the Rehabilitation Act of 1973~~

~~UNITED STATES CODE, TITLE 20~~

~~1400-1482 — Individuals with Disabilities in Education Act~~

~~1681-1688 — Discrimination based on sex or blindness, Title IX~~

~~2301-2415 — Carl D. Perkins Vocational and Applied Technology Act~~

~~6311 — State plans~~

~~6312 — Local education agency plans~~

~~UNITED STATES CODE, TITLE 29~~

~~794 — Section 504 of the Rehabilitation Act of 1973~~

~~UNITED STATES CODE, TITLE 42~~

~~2000d-2000d-7 — Title VI, Civil Rights Act of 1964~~

~~2000e-2000e-17 — Title VII, Civil Rights Act of 1964 as amended~~

~~2000h-2000h-6 — Title IX~~

~~12101-12213 — Americans with Disabilities Act~~

Fullerton School District BP 0410

Page 3 of 5

~~CODE OF FEDERAL REGULATIONS, TITLE 28~~

~~35.101-35.190 Americans with Disabilities Act~~

~~36.303 Auxiliary aids and services~~

~~CODE OF FEDERAL REGULATIONS, TITLE 34~~

~~100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI~~

~~104.1-104.39 Section 504 of the Rehabilitation Act of 1973~~

~~106.1-106.61 Discrimination on the basis of sex, effectuation Title IX, especially:~~

~~406.9 Dissemination of policy~~

Legal Reference:

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48980 Parental notifications

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

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8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

Fullerton School District BP 0410

Page 4 of 5

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:

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Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

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CSBA: <http://www.csba.org>

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:
<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

CSBA Revisions

(2/14 10/16) 5/18

Fullerton School District

Board Policy

Uniform Complaint Procedures

BP 1312.3

Community Relations

Board Adopted: August 19, 2009

Board Revised: November 14, 2012, May 21, 2013, September 9, 2014, May 10, 2016, November 15, 2016

The Board of Trustees recognizes that the District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. ~~The District shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures (UCP).~~ **The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.**

Complaints Subject to the UCP

The District's UCP shall be used to investigate and resolve the following complaints:

1. ~~Allegations of noncompliance with requirements for the development and adoption of a school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs and any other District-implemented program which is listed in Education Code 64000(a) (5 CCR 4610).~~ **Any complaint alleging District violation of applicable state or federal law or regulations governing adult education programs, After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other District-implemented program which is listed in Education Code 64000(a).**
2. ~~Allegations of unlawful discrimination, harassment, intimidation, or bullying in District programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)~~ **Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in District programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability,**

sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics. (5 CCR 4610)

3. Any complaints alleging District noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student. (Education Code 222)
4. ~~Uniform complaint procedures shall also be used to address any complaint alleging the District's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. (5 CCR 4610)~~ **Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. (5 CCR 4610)**
5. ~~In addition, pursuant to Education Code section 52075, individuals may file a complaint under the District's Uniform Complaint Procedure alleging that the school District has not complied with the LCAP requirements in the Education Code. The complaint may be filed anonymously if the complainant is not satisfied with the decision of the school District, the individual may appeal the decision to the State Superintendent of Public Instruction. The State Superintendent of Public Instruction is required to issue a decision on the appeal within 60 days of the Superintendent of Public Instruction's receipt of the appeal.~~ **Any complaint alleging District noncompliance with legal requirements related to the implementation of the local control and accountability plan. (Education Code 52075)**
6. Any complaint, by or on behalf of any student who is a foster youth, alleging District noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the District's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or District, school transfer, or the grant of an exemption from Board-imposed graduation requirements. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)
7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, **a former juvenile court school student, or a child of a military family as defined in Education Code 49701 who transfers into the District after his/her second year of high school**, alleging District noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or District or the grant of an exemption from Board-imposed graduation requirements. (Education Code 51225.1, 51225.2)
8. Any complaint alleging District noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions. (Education Code 51228.3)
9. Any complaint alleging District noncompliance with the physical education instructional minutes requirement for students in elementary school. (Education Code 51210, 51223)
10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.
11. Any other complaint as specified in a District policy.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR

such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with State and federal laws and regulations.

The District shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

~~In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or bullying, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed. The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state laws and District policy.~~

When an allegation that is not subject to the UCP is included in a UCP complaint, the District shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the District's UCP.

~~The Superintendent or designee shall provide training to District staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation. School site and District personnel shall take immediate steps to intervene, when safe to do so, when an act of discrimination, harassment, intimidation, or bullying is witnessed.~~

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and District policy.

Non-UCP Complaints

The following complaints shall not be subject to the District's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
- 3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.**
- ~~3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.~~
- ~~4. Any complaint alleging fraud shall be referred to the California Department of Education.~~

~~In addition, the District's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)~~

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the District in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

222 Reasonable accommodations; lactating students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

33380-33384 California Indian Education Centers

32280-32289 School safety plan, uniform complaint procedures 35186 Williams uniform complaint procedures

44500-44508 California Peer Assistance and

Review Program for Teachers

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49069.5 Rights of parents

49490-49590 Child nutrition programs

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-~~52462~~ ~~52490~~ Career technical

education 52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE
104420 Tobacco-Use Prevention Education

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Fullerton School District BP1312.3

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

CSBA Revision

~~(7/15 3/16) 9/16~~ **(9/16 5/17) 3/18**

Fullerton School District

Board Policy

Students and Family Privacy Rights

BP 5022

Students

Board Adopted: June 10, 2005

Revised:

~~The Board of Trustees of the Fullerton School District believes that personal information concerning students and their families should be kept private in accordance with law.~~

~~The Superintendent/designee shall consult with parents/guardians regarding the development and adoption of this policy.~~

~~The Board of Trustees prohibits District staff from administering or distributing to students survey instruments that are designed for the purpose of collecting personal information for marketing or for selling that information.~~

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

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

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

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

However, the District shall not use surveys to collect social security numbers or the last four digits of social security numbers, or information or documents regarding citizenship or immigration status, of students or their families. (Education Code 234.7, 49076.7)

The Superintendent or designee shall consult with parents/guardians regarding the

development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following: (20 USC 1232h)

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:
 - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
 - b. Instructional materials used as part of their children's educational curriculum
4. Any nonemergency physical examinations or screenings that the school may administer

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the District's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

Legal Reference: ~~Education Code~~
~~49450-49457 Physical Examinations~~
~~49602 Confidentiality of Pupil Information~~
~~51513 Personal Beliefs~~
~~51938 Rights of Parent or Guardian~~

~~United States Codes, Title 20~~
~~1232g Family Educational Rights and~~
~~Privacy Act 1232h Protection of Pupil Right~~

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49076.7 Privacy of student records; social security numbers

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

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

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

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

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Fullerton School District BP 5022

Page 2 of 3

U.S. Department of Education, Family Policy Compliance Office:
<http://www.ed.gov/offices/OM/fpco>

CSBA Revisions
(11/02 3/11) 3/18

Fullerton School District

Board Policy

Admission

BP 5111

Students

Board Adopted: June 10, 2005

Revised: February 7, 2010, December 8, 2015

The Board of Trustees encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children **seeking admission to** entering a District school at any grade level about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at District schools. Applications for intraDistrict or interDistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

All appropriate staff shall receive training on District admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

The District's enrollment application shall include information about the health care options and enrollment assistance available to families within the District. The District shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Verification of Admission Eligibility

Before enrolling any child in a District school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

The District shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a District school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the District, or the student's or parent/guardian's refusal to provide such information to the District.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the District shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

~~Before enrolling any child in a District school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.~~

~~In the event the Superintendent or designee reasonably believes false or unreliable evidence of residency has been provided by a parent/guardian, the following procedures apply:~~

- ~~1. The Superintendent or designee shall identify circumstances upon which the District may initiate an investigation, which shall, at a minimum, require the District employee to be able to identify specific, articulable facts supporting the belief that the parent/guardian of the pupil has provided false or unreliable evidence for residency. Examples of such situations include, but are not limited to, altered documents; credible information from the property owner or neighbor that the student does not reside at the address provided; results of a home visit by a District employee indicating the student does not reside at the address provided; credible information from the student stating he/she does not reside at the address provided; and/or mail sent by the school returned from the address provided.~~
- ~~2. The Superintendent or designee may use reasonable investigatory methods, as appropriate, to determine residency. These methods may include, but are not limited to:
 - ~~a. Review of documentation~~
 - ~~b. Home visit by District personnel~~
 - ~~c. Interview of student and parent/guardian~~
 - ~~d. Contacting the landlord or neighbors regarding whether or not the student resides at the address provided~~~~
- ~~3. The Superintendent or designee may hire a private investigator if the investigatory methods described above are inconclusive to determine whether the pupil resides in the District.~~
- ~~4. For any investigation conducted pursuant to this policy, the District shall:
 - ~~a. Prohibit the surreptitious photographing or video recording of pupils who are being investigated. For purposes of this policy, "surreptitious photographing or video recording" means the covert collection of photographic or video graphic images of persons or places subject to an investigation. For the purposes of this policy, the collection of images is not covert if the technology is used in an open and public view.~~
 - ~~b. Require that the employees and contractors of the District engaged in the investigation must identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.~~~~
- ~~5. If the District determines that the pupil does not meet the residency requirements for school attendance in the District, the District shall provide the parent/guardian with the basis for the determination. The parent/guardian may appeal this determination to the Assistant Superintendent of Personnel Services within 10 business days of determination. If an appeal is made, the burden shall be on the parent/guardian to show why the decision of the District should be overruled.~~

~~The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.~~

~~In addition, no child shall be denied enrollment in a District school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system.~~

~~When enrolling in any District school, including a school in their attendance area, children whose parents/guardians reside within District boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the District or who are not otherwise eligible for enrollment in the District may apply for interDistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.~~

~~The District's enrollment application shall include information about the health care options and enrollment assistance available to families within the District. The District shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)~~

Legal References:

~~EDUCATION CODE~~

~~46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten~~

~~46600 Agreements for admission of students desiring interDistrict attendance~~

~~48000 Minimum age of admission (kindergarten)~~

~~48002 Evidence of minimum age required to enter kindergarten or first grade~~

~~48010 Minimum age of admission (first grade)~~

~~48011 Admission from kindergarten or other school; minimum age 48050-48053 Nonresidents~~

~~48200 Children between ages of 6 and 18 years (compulsory full time education) 48204 Residency requirements for school attendance~~

~~48204.1 Reasonable evidence of residency; false or unreliable evidence; unaccompanied youth~~

~~48204.2 Pupil school enrollment; residency requirements; policy on investigations~~

~~48350-48361 Open Enrollment Act~~

~~48850-48859 Educational placement of homeless and foster youth~~

~~49076 Access to records by persons without written consent or under judicial order~~

~~49408 Information of use in emergencies~~

~~49452.9 Health care coverage options and enrollment~~

~~assistance 49700-49704 Education of children of military families~~

~~HEALTH AND SAFETY CODE~~

~~120325-120380 Education and child care facility immunization requirements 121475-121520 Tuberculosis tests for students~~

~~CODE OF REGULATIONS, TITLE 5~~

~~200 Promotion from kindergarten to first grade~~

~~201 Admission to high school~~

~~CODE OF REGULATIONS, TITLE 17~~

~~6000-6075 School attendance, immunization requirements~~

~~UNITED STATES CODE, TITLE 42~~

~~11431-11435 McKinney-Vento Homeless Act~~

Management Resources:

WEBSITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interDistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48645.5 Enrollment of former juvenile court school students

48850-48859 Educational placement of homeless and foster youth

49076 Access to records by persons without written consent or under judicial order

49076.7 Student records; data privacy; social security numbers

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49703 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration

Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Health Care Coverage and Enrollment Assistance:

<http://www.cde.ca.gov/ls/he/hc>

California Office of the Attorney General: <http://oag.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

CSBA Revisions

(4/15 3/17) 5/18

Fullerton School District

Board Policy

Student Records

BP 5125

Students

Board Adopted: June 10, 2005

Revised:

The Board of Trustees recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~Procedures for maintaining a confidentiality~~ **The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records shall be consistent with state and federal law.**

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the District level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding District policies and procedures for gathering and handling sensitive student information.

The District shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a District employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any District student, provided that the District first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety.

Contract for Digital Storage, Management, and Retrieval of Student Records

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

~~The Superintendent or designee shall establish regulations governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect, and copy student records and shall protect the student and the student's family from invasion of privacy.~~

~~The Assistant Superintendent, Personnel Services or designee, shall serve as custodian of records, with responsibility for student records at the District level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records~~

Legal Reference: Education Code

48201	Student Records for Transfer of Students Who Have Been Suspended/Expelled
48904	
48904.3	Withholding Grades, Diplomas, or Transcripts of Pupils Causing Property Damage or Injury; Transfer of Pupils to New School Districts; Notice to Rescind Decision to Withhold
48918	Rules Governing Expulsion Records
49091.14	Parental Review of Curriculum
Code of Civil Procedure	
1985.3	Subpoena Duces Tecum
Family Code	
3025	Access to Records by Noncustodial Parents
Government Code	
6252-6260	Inspection of Public Records
Health and Safety Code	
120440	Immunizations; Disclosure of Information
Welfare and Institutions Code	
681	Truancy Petitions
16010	Health and Education Records of a Minor
Code of Regulations, Title 5	
430-438	Individual Pupil Records
16020-16027	Destruction of Records of School Districts

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations
48902 Notification of law enforcement of specified violations
48904-48904.3 Withholding grades, diplomas, or transcripts
48918 Rules governing expulsion procedures
48980 Parental notifications
48985 Notices in parent/guardian's primary language
49060-49079 Student records
49091.14 Parental review of curriculum
51747 Independent study
56041.5 Rights of students with disabilities
56050 Surrogate parents
56055 Foster parents
69432.9 Cal Grant program; notification of grade point average
BUSINESS AND PROFESSIONS CODE
22580-22582 Digital privacy
22584-22585 Student Online Personal Information Protection Act
22586-22587 Early Learning Personal Information Protection Act
CODE OF CIVIL PROCEDURE
1985.3 Subpoena duces tecum
FAMILY CODE
3025 Access to records by noncustodial parents
6552 Caregiver's authorization affidavit
GOVERNMENT CODE
6252-6260 Inspection of public records
HEALTH AND SAFETY CODE
120440 Immunizations; disclosure of information
PENAL CODE
245 Assault with deadly weapon
WELFARE AND INSTITUTIONS CODE
681 Truancy petitions
701 Juvenile court law
16010 Health and education records of a minor
CODE OF REGULATIONS, TITLE 5
430-438 Individual student records
16020-16027 Destruction of records of school Districts
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1232h Protection of Pupil Rights Amendment
UNITED STATES CODE, TITLE 26
152 Definition of dependent child
UNITED STATES CODE, TITLE 42
11434a McKinney-Vento Homeless Assistance Act; definitions
CODE OF FEDERAL REGULATIONS, TITLE 16
Part 312 Children's Online Privacy Protection Rule
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
300.501 Opportunity to examine records for parents of student with disability

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to

Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008

Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>

CSBA Revisions

(3/09 12/14) 5/18

Fullerton School District

Board Policy

Anti-Bullying

BP 5131.2

Students

Board Adopted: June 19, 2012

Revised: November 15, 2016

The Board of Trustees for the Fullerton School District recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No **individual or group** ~~student or group of students~~ shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the **electronic** creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images **as defined in Education Code 48900.** ~~on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance.~~ Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage or victimize that person's reputation.

Strategies for **addressing** ~~bullying prevention and intervention~~ in District schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, in accordance with law, Board policy, and administrative regulation and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable District and school plans.

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

Bullying Prevention

To the extent possible, District and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and implementing strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of District and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging **in** bullying.

As appropriate, the District ~~may~~ **shall** provide students with instruction, in the classroom or other educational settings, that promotes **social-emotional learning**, effective communication and conflict

resolution skills, ~~social skills~~, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the District and its employees to prevent discrimination, harassment, intimidation, and bullying of District students. Such training shall be designed to provide staff with the skills to:

- 1. Discuss the diversity of the student body and school community, including their varying immigration experiences**
- 2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims**
- 3. Identify the signs of bullying or harassing behavior**
- 4. Take immediate corrective action when bullying is observed**
- 5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior**

~~School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.~~

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and or cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal a compliance officer, or any other available school employee. **Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a District compliance officer, whether or not the alleged victim files a complaint.** ~~Once such a report is received, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall report his/her observation to the principal or District compliance officer, whether or not the alleged victim files a complaint. When a report has been filed with a principal, the principal shall notify the District compliance officer identified in AR 1312.3 Uniform Complaint Procedures.~~

Within two business days of receiving a report of bullying, the principal shall notify the District compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or District compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the District's uniform complaint procedures specified in AR 1312.3,

If, during the investigation, it is determined that a complaint is about nondiscriminatory, resolved in accordance with law and the District's uniform complainant and shall take all necessary actions to resolve the complaint.

Discipline

~~Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with District policies and regulations.~~

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with District policies and regulations.

Any employee who permits or engages in bullying or retaliation related to bullying shall be

subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on basis of age

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Addressing the Conditions of Children; Focus on Bullying, Governance Brief, December 2012
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

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Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Bullying at School, 2003

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Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>

Common Sense Media: <http://www.common sense media.org>

National School Safety Center: <http://www.schoolsafety.us>

ON (the) LINE, digital citizenship resources: <http://www.onthelineca.org>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(4/13 10/14) 7/15 **5/18**

Fullerton School District

Board Policy

Nondiscrimination/Harassment

BP 5145.3

Students

Board Adopted: June 10, 2005

Revised: July 24, 2012, November 15, 2016

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the District's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any District school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, **immigration status**, ethnicity, ethnic group identification, age, religion, pregnancy, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to District programs, school activities or to school attendance occurring within a District school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the District's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the District's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the District to monitor, address, and prevent repetitive prohibited behavior in District schools.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
48985 Translation of notices
49020-49023 Athletic programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record
4600-4687 Uniform Complaint Procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, 2010

Notice of Non-Discrimination, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition:

<http://www.casafeschools.org> First Amendment Center:

<http://firstamendment.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

CSBA Revisions (2/14 10/14) 9/16

ADMINISTRATIVE REPORT

DATE: July 24, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: Laurie Bruneau, Director, Risk Management
SUBJECT: FIRST READING OF NEW BOARD POLICY

Background: The following policy is being presented to the Board of Trustees as a First Read.

New
Personnel
BP 4119.22, 4219.22, 4319.22 – Student-Employee Interaction

The purpose of this Administrative Report will be to afford Board members the opportunity to review this new board policy, ask questions, receive clarification, and propose revisions prior to approval of this revised policy at the August 14, 2018, Board of Trustees Meeting.

Rationale: Policy was developed in collaboration with ASCIP and its other member Districts. This policy will identify professional standards for safe adult and student interaction. This policy is applicable to all staff, volunteers, chaperones, consultants, contractors, and vendors.

Funding: Not applicable.

Recommendation: Not applicable.

CH:LB:nm
Attachment

Fullerton School District

Board Policy

Student-Employee Interaction

BP 4119.22, 4219.22, 4319.22

Personnel

Board Adopted:

Article I, Section 28(c) of the California Constitution requires that all students are provided a safe and secure learning environment.

Recognizing that all employees are considered educators, the District expects its educators to act in a manner that reflect professional, moral, and ethical practices within established boundaries. Educators are also required to maintain an atmosphere conducive to learning, and interactions with students must be consistent with the educational mission of the District and legitimate educational purpose within the scope their employment duties.

Additionally, this policy endeavors to:

- Protect employees from prohibited or unauthorized student-employee interactions which may result in false allegations
- Maintain the integrity of the teaching profession and of public education
- Maintain public trust and confidence in the safety of our schools

Therefore, it is the policy of the District that all employees:

1. Communicate and interact with students through any means in a manner that respects the student's right to a safe and secure environment per the California Constitution.
2. Conduct themselves at all times in a manner that adheres to District governing policies.
3. Maintain appropriate boundaries with students that are consistent with their role, duties, responsibilities, and within accepted norms of behavior for educators.
4. Adhere to District governing policies for being alone with a single student on District premises during the normal school day.
5. Obtain written approval in advance from District administrators and student's parents/guardians to meet with students outside of the District premises and/or normal school hours as required by District governing policies.
6. Recognize their individual responsibilities to take immediate action and/or report to an immediate supervisor when they witness, overhear, recognize, or otherwise become cognizant of prohibited or unauthorized student-employee interactions.
7. Recognize their individual responsibilities as mandated reporters apply to school, home, and other environments where a student may be exposed to emotional, physical, and sexual abuse including neglect.

8. Understand that significant consequences for noncompliance may include disciplinary action up to termination and/or legal action.

Legal References

CALIFORNIA CONSTITUTION

Article 1, Section 28(c)

CALIFORNIA CODE OF REGULATIONS

TITLE 5

SECTION 4621

SECTION 4622

SECTION 4900

SECTION 4950

SECTION 4960

SECTION 4961

SECTION 4962

PENAL CODE

422.55

11164—Child abuse and Neglect Reporting

11165—Child abuse and Neglect Reporting

11166.5