

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 Special Meeting of the Board of Trustees
Tuesday, August 28, 2018
7:00 p.m. Closed Session
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California

Minutes

Call to Order and Pledge of Allegiance

President Berryman called a Special meeting of the Fullerton School District Board of Trustees to order at 7:02 p.m. and she led the pledge of allegiance.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Jeanette Vazquez

Administration present: Dr. Robert Pletka
Guest present: Mark Ecker, Leadership Associates

No Public Comments.

Closed Session

At 7:03 p.m., the Board recessed to Closed Session for • Public Employee Performance Evaluation Title: District Superintendent, Board Representative Beverly Berryman [Government Code section 54954.5].

Adjournment

President Berryman adjourned the Special meeting on August 28, 2018 at 8:51 p.m. No report from Closed Session.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes Special Meeting of the Board of Trustees
Wednesday, September 12, 2018
4:45 p.m. Closed Session
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California

Minutes

Open Session, Call to Order and Pledge of Allegiance

President Berryman called a Special meeting of the Fullerton School District Board of Trustees to order at 4:45 p.m. and Robin Gilligan (Director of Student Support Services) led the pledge of allegiance.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Emy Flores, Dr. Chad Hammitt

No Public Comments.

Closed Session

At 4:46 p.m., the Board recessed to Closed Session for • Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

Open Session, Call to Order, Report from Closed session– Board Room

President Berryman reconvened the Board Meeting at 5:30 p.m.

She reported that in Closed Session The Board took action to approve a settlement agreement with Employee ID #59. Board approved 4-1 (Trustee Thompson opposed).

The Board also voted to approve the authorization to allow the Assistant Superintendent of Personnel Services to serve Employee ID #59 with a Notice of Unsatisfactory Performance and Unprofessional Conduct pursuant to Education Code 44938(b). Board approved 4-1 (Trustee Thompson opposed).

President Berryman took roll call for each of the items listed above.

Adjournment

President Berryman adjourned the Special meeting on September 12, 2018 at 5:31 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, September 4, 2018
5:00 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 5:00 p.m. and Trustee Chris Thompson led the pledge of allegiance to the flag.

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

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

Recess to Closed Session – Agenda

At 5:01 p.m., the Board recessed to Closed Session for: • 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)].

Open Session, Call to Order, Pledge of Allegiance, Report from Closed session– Board Room

President Berryman reconvened the Board Meeting at 6:17 p.m. and Karla Turner (Retired FSD Teacher) led the pledge of allegiance.

President Berryman reported in Closed Session the Board voted 2-1-1 to not approve the settlement agreement for Employee ID #59. The Board will reconvene regarding this matter in the near future (date to be determined).

Introductions/Recognitions:

Michael Burns, Director for Nutrition Services, announced that Isis Garcia Rivera was awarded the honor of winning the student contest for creating the new Nutrition Services logo. Isis shared her logo design with the audience and stated she loves art.

Dareen Khatib, Health Sciences Manager at Orange County Office of Education (OCDE), presented the Alliance for a Healthier Generation's Healthy Schools Silver Level recognition to Pacific Drive, Hermosa Drive, and Richman Schools. Commonwealth, Maple, Orangethorpe, Valencia Park and Nicolas JHS were named Healthy Schools: Bronze Level. In attendance to present the awards were Christine Olmstead, Assistant Superintendent of Instructional Services at OCDE, Janis Price from OCDE, and Barry Ross, St. Jude Medical Center.

Pete Barron announced the grade level Fullerton Chess Champions: Kayson Cho (K), Brandon Chong (1st grade), Shriya Gandhi (2nd grade), Tejon Konka and Cameron Kim (3rd grade), Owen Tang (4th grade), Jacob Lee (5th grade), Nicholas Tran (6th grade), Shrey Gandhi (7th & 8th grade) & Julia Hsing (Super Champion).

Superintendent's Report

Dr. Bob Pletka reported he had an opportunity to visit the FESTO Lab at Nicolas JHS. Dr. Pletka shared that Jay McPhail, Assistant Superintendent of Innovation and Instructional Support, has announced his retirement as of September 2018. Dr. Pletka shared that Mr. McPhail has left FSD a better place because of his leadership and Mr. McPhail will be missed by everyone.

Information from the Board of Trustees

Trustee Meyer- She thanked Dr. Cindy Bak (Principal at Laguna Road School) for giving her a tour of the Laguna Road Project Impact. She thanked all the Principals who took the time to spend some time with her at Back to School Night's (Raymond, Golden Hill, Ladera Vista JHS of the Arts, Commonwealth, Pacific Drive, and Hermosa Drive Schools). She attended many of the Title 1 presentations. She thanked President Berryman for her leadership during Dr. Pletka's evaluation that was held on August 28, 2018. Trustee Meyer had an opportunity to attend the Maintenance and Operations appreciation luncheon held on August 31, 2018.

Trustee Thompson- no report.

Trustee Vazquez – She thanked everyone for a very successful start of the school year. She attended many Back to School Night's and it was heartwarming to see so many parents present. She thanked teachers for taking the time to attend the board meeting.

Trustee Sugarman- absent.

President Berryman- She stated it is wonderful for parents to witness what is happening in their child's class during Back to School Night. She visited the FESTO Lab at Nicolas JHS and a Nicolas JHS student gave her a tour of all the machines and what they are able to accomplish. President Berryman thanked Executive Cabinet for all their hard work to bring amazing programs to students.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –Mark Jacobs- He shared FETA is looking forward to continuing the strong working relationship to solve concerns and strengthen communication. FETA would like to recognize that the LCAP formula or LCFF is finally funded and the State COLA or cost of living adjustment was adjusted to 3.71%. Both of these factors translate to an increase of funds. He stated the economic future looks stable and bright and that FETA will work with the District to provide the very best programs, resources, and teachers that serve students.

CSEA – no report.

FESMA –no report.

Public Comments:

Paulette Marshall-Chafey, community member, thanked the District for allowing Arts to flourish throughout the District. She reported Valencia Park School has opened its doors to a new Clay Lab that also serves as a field trip destination. She shared details about the Clay Lab and that the teacher is a professor at a local college.

Pedro Granados spoke on behalf of Ann Scott who he has known for 14 years. He stated Ms. Scott is being unfairly being accused by her site Principal. He stated Ms. Scott is under a lot of stress and had been bullied for years.

Karla Turner, retired FSD teacher, spoke on behalf of Ann Scott. Ms. Turner has known Ms. Scott for several years and worked with her through FETA. She stated Ms. Scott has served her student body at Commonwealth School and has done a nice job over the years. She asked the Board to consider the circumstances and that teachers do use methods of explanation during State testing.

Robin McIndoo, retired FSD teacher, spoke on behalf of Ann Scott. She stated Ms. Scott has coordinated the after school sports program at Commonwealth School and has donated her own time and money towards the program. She asked the Board to consider Ms. Scott's years of service and the positive impact she has on students.

Jeanette Nunez, FSD teacher, spoke on behalf of Ann Scott. She stated Ms. Nunez was warmly welcomed by Ms. Scott when she started her employment at FSD. She stated Ms. Scott impacts the community in a positive way and is a model of an educator. She stated Ms. Scott's 23 years of service should carry more merit than one instance. She stated there is a culture at Commonwealth School that does not extend the idea of customer service.

Darlene Naslund spoke on behalf of Ann Scott. She stated that FSD is a family and the District should be celebrating Ms. Scott for her years of service.

Kenni Blossom, teacher, spoke on behalf of Ann Scott. She stated she has known Ms. Scott since she was 15-years-old and spoke on the integrity of Ms. Scott. She stated Ms. Scott is a loving individual and gives 100% all the time.

Approve Minutes

Moved by Janny Meyer, seconded by Chris Thompson and carried 4-0 to approve minutes of the Regular meeting on August 14, 2018.

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

Consent Items

Moved by Janny Meyer, seconded by Jeanette Vazquez, and carried 4-0 to approve the consent items. The Board commented on consent item #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 M22C0005 through M22C0010, M22D0033 through M22D0053, M22E0005 through M22E0010, M22M0107 through M22M0120, M22R0274 through M22R0366, M22T0009, M22V0037 through M22V0059, M22X0205 through M22X0290, and M22Y0053 through M22Y0054 for the 2018/2019 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 210072 through 210109 for the 2018/2019 school year.

1e. Approve/Ratify warrants numbered 117551 through 117813 for the 2018/2019 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12959 through 12985 for the 2018/2019 school year

1g. Approve/Ratify Classified Personnel Report.

1h. Adopt Resolutions numbered 17/18-B045 through 17/18-B054 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1i. Adopt Resolution number 17/18-B40-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools

1j. Adopt Resolution number 17/18-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1k. Adopt Resolutions numbered 18/19-B001 through 18/19-B004 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1l. Approve/Ratify warrant number 1118 for the 2018/2019 school year (District 40, Van Daele).

1m. Approve/Ratify warrant number 1195 for the 2018/2019 school year (District 48, Amerige Heights).

1n. Approve agreement with Level Data to provide a two-way system from the Food Services (eTrition) software to the student information system (PowerSchool).

1o. Approve the piggyback bid for the purchase of school buses from A-Z Bus Sales, Inc., from Waterford Unified School District Award Bid #01/17.

1p. Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for standard floor prep with the installation of carpet in Building A, administrative offices, and staff lounge at Commonwealth Elementary School.

1q. Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of sports surfaces for standard floor prep and the installation of carpet at Woodcrest Elementary School, Building SE and Room No. 21.

1r. Approve Notice of Completion for KYA Services, LLC, as part of Palo Verde USD piggyback bid for the purchase of materials necessary for exterior walkway repairs at Woodcrest Elementary School.

1s. Approve Notice of Completion for Progressive Surface Solutions for the application of structural beams, material for repair, per plans and specifications at Woodcrest Elementary School.

1t. Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for materials necessary to make needed repairs to a worn and damaged student track for safety at Fisler K-8 School.

1u. Approve Notice of Completion for Progressive Surface Solutions for the removal of existing damaged and worn sheet vinyl, standard floor prep, and installation of Armstrong Medintech tile at Beechwood Elementary School portable restrooms 1 and 2.

1v. Approve Notice of Completion for Progressive Surface Solutions for the removal of existing carpet, standard floor prep, and installation of sheet vinyl at Nicolas Junior High School, Room #14 (FESTO).

1w. Adopt Resolution #18/19-10 proclaiming October 22-26, 2018, as "Red Ribbon Week" for the Fullerton School District.

1x. Approve 2018/2019 Nonpublic Agency Master Contract with Therapy Staff, LLC, effective September 5, 2018 through June 30, 2019.

1y. Approve/Ratify 2018/2019 Memorandum of Understanding between Fullerton School District and Centralia School District for special education programs and services effective July 1, 2018 through June 30, 2019.

1z. Approve/Ratify Addendum to 2018/2019 Agreement between Fullerton School District and Providence Speech and Hearing Center for services effective July 1, 2018 through June 30, 2019.

1aa. Approve Agreement between Fullerton School District and Jenel Lao, Ed.D., to provide professional grant writing services effective September 5, 2018 through June 30, 2019.

1bb. Approve Agreement between the Fullerton School District and Nearpod Inc., effective September 5, 2018 through June 30, 2019.

1cc. Approve Agreement for participation in the North Orange County Teacher Induction Program between Fullerton School District, Buena Park School District, and La Habra City School District effective September 5, 2018 through June 30, 2019.

1dd. Approve Agreement with McMillan Educational Consulting for six (6) professional development days at Beechwood School effective August 30, 2018 through November 16, 2018.

1ee. Approve Agreement between Fullerton School District and Literacy Partners for four (4) professional development days to provide ongoing Balanced Literacy training effective September 5, 2018 through June 30, 2019.

1ff. Approve Agreement between Fullerton School District and Kid Healthy/OneOC for Woodcrest School effective September 5, 2018 through June 30, 2018.

1gg. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation, to provide ongoing training for parent technology classes at Pacific Drive School effective September 5, 2018 through January 11, 2019.

1hh. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 5, 2018 through June 30, 2019.

1ii. Approve Agreement with Camp High Trails for Outdoor Science School from September 5, 2018 through June 30, 2019.

1jj. Approve Agreement with Emerald Cove Outdoor Science (ECOS) Institute from September 5, 2018 through June 30, 2019

1kk. Approve Agreement with Guided Discoveries, Inc., for Outdoor Science School from September 5, 2018 through June 30, 2019.

1ll. Approve Agreement with the Ocean Institute for Outdoor Science School from September 5, 2018 through June 30, 2019.

1mm. Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 5, 2018 through June 30, 2019.

1nn. Approve/Ratify St. Jude Hospital Restricted Project Grant Agreement Number 201933 with Fullerton School District effective July 1, 2018 through June 30, 2019.

1oo. Approve out-of-state conference attendance for Dr. Robert Pletka, to attend the League of Innovative Schools Fall 2018 Meeting in Park City, Utah, October 10-12, 2018

Discussion/Action Items:

2a. Hear presentation and approve 2017/2018 Unaudited Actuals and concurrently approve the 2018/2019 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2018/2019 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Dr. Rob Coghlan, Assistant Superintendent of Business Services, presented the 2017/2018 Unaudited Actuals. It was then moved by Janny Meyer, seconded by Jeanette Vazquez, and carried 4-0 to approve 2017/2018 Unaudited Actuals and concurrently approve the 2018/2019 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2018/2019 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

2b. Adopt Resolution #18/19-08 approving the Recalculation of the 2017/2018 Appropriations Limitation and establishing the 2018/2019 Estimated Appropriations Limitation Calculations.

It was moved by Chris Thompson, seconded by Janny Meyer and carried 4-0 to adopt Resolution #18/19-08 approving the Recalculation of the 2017/2018 Appropriations Limitation and establishing the 2018/2019 Estimated Appropriations Limitation Calculations.

2c. Adopt Resolution #18/19-09 for authorization to apply for and secure grant funding from the California Energy Commission School Bus Replacement Program and allocate funds for additional cost if needed for infrastructure.

It was moved by Chris Thompson, seconded by Janny Meyer, and carried 4-0 to adopt Resolution #18/19-09 for authorization to apply for and secure grant funding from the California Energy Commission School Bus Replacement Program and allocate funds for additional cost if needed for infrastructure.

2d. Public Announcement on the Board of Trustees' Intent to Appoint/ReAppoint the Personnel Commissioner at their September 4, 2018, Board of Trustees Meeting.

Dr. Pletka shared current Personnel Commissioner Janet McNeil is thankful to serve as a Personnel Commissioner.

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

Trustee Meyer stated she would like future information in their Board Communique regarding police activity at the sites and thoughts regarding a school resource officer.

Adjournment:

President Berryman adjourned the Regular meeting on September 4, 2018, at 7:38 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, September 25, 2018
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:00 p.m.- Call to Order, Pledge of Allegiance

5:00 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 – 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)]
- Conference with Legal Counsel – Pending Litigation Pursuant to Government Code Section 54956.9(d)(1)
Case: Bertsch vs. Hadfield, et. al.
Case No.18CV1737 GPC JLB

6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.
Boy Scout Troop #297 (Orangethorpe School)

Introductions/Recognitions

Orangethorpe School Report

Positive Behavior Intervention and Supports (PBIS) State Recognition Awards

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Presentation:

PATHFinder Program/Dream Catcher

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

Special Meeting August 28, 2018

Regular Meeting September 4, 2018

Special Meeting September 12, 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 M22C0011 through M22C0020, M22D0054 through M22D0089, M22E0011 through M22E0026, M22M0121 through M22M0130, M22R0166 through M22R0492, M22T00010, M22V0060 through M22V0080, M22X0291 through M22X0320, and M22Y0055 for the 2018/2019 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 210110 through 210157 for the 2018/2019 school year.

1e. Approve/Ratify warrants numbered 117814 through 118059 for the 2018/2019 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12986 through 13077 for the 2018/2019 school year

1g. Approve Order Agreement between Fullerton School District and National CineMedia for Movie Theatre Marketing Campaign.

1h. Approve Write Brain all-inclusive published authors package.

1i. Approve recommendation from Committee on Assignments for 2018/2019 school year.

1j. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Murals for Schools for completed exterior artwork.

1k. Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for work as required by the Santa Ana Regional Water Quality Control Board, effective September 25, 2018 through June 30, 2019.

1l. Approve/Ratify agreement with Architect 9, LLLP, for architectural services.

1m. Approve Notice of Completion for Progressive Surface Solutions as part of the Districtwide Unit Cost Contract for the removal of existing damaged carpet and tile with the preparation and application of carpet in the STEM Lab at Laguna Road Elementary School.

1n. Approve Notice of Completion for Progressive Surface Solutions as part of the Districtwide Unit Cost Contract for the demolition and installation of ceiling tiles, paint, drywall, and light fixtures in the STEM Lab at Laguna Road Elementary School.

- 1o. Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of sports surfaces, carpet, sundries, and standard floor prep for installation of classroom carpet at Nicolas Junior High School, Rooms 3, 18, and 19.
- 1p. Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of materials as part of the student STEM Lab at Laguna Road Elementary School.
- 1q. Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of sports surfaces, carpet, sundries, and standard floor prep for installation of carpet at Laguna Road Elementary School library and school site offices.
- 1r. Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of handicap signs and posts necessary for the Division of the State (DSA) compliance for Orangethorpe Elementary School.
- 1s. Approve Notice of Completion for New Dimension General Construction as part of the Unit Price Contract (UPC) for general contractor services to remove two windows, install two doorways and doors, and the installation of new carpet and relocation of lower cabinets in the principal's office of Valencia Park Elementary School.
- 1t. Approve Notice of Completion for KYA Services, LLC, for the purchase of materials to repair, upgrade, and create a new dance classroom floor at Nicolas Junior High School.
- 1u. Approve piggyback bid for the purchase, lease, relocation, dismantling, and removal of Division of State Architect (DSA) approved portable buildings from Elite Modular Leasing and Sales, Inc., from Savanna School District Award Bid SSPU #40-09/2016-17 through January 16, 2019.
- 1v. Approve Words Alive Parent Engagement Program Agreement effective September 26, 2018 through May 31, 2019.
- 1w. Approve Agreements between Fullerton School District and the Assistance League of Fullerton for Vision Screening and the Vision Referral Project.
- 1x. Approve/Ratify Agreement between The Regents of the University of California and Fullerton School District for Behavioral Support Services effective August 7, 2018 through June 30, 2019.
- 1y. Approve/Ratify Agreement between Fullerton School District and Sage Behavioral Services for Applied Behavioral Analysis (ABA) services by licensed professionals effective August 13, 2018 through July 5, 2019.
- 1z. Approve/Ratify Agreement between Fullerton School District and Kid Healthy/OneOC for Richman School from August 13, 2018 through June 30, 2018.
- 1aa. Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Raymond School on November 26-27, 2018.
- 1bb. Approve Nonpublic Agency Master Contracts with Pioneer Healthcare Services, LLC, and RoHealth effective September 26, 2018 through June 30, 2019.

1cc. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation to provide ongoing training for parent technology classes at Nicolas Junior High School effective October 15, 2018 through January 11, 2019.

1dd. Approve Memorandum of Understanding (MOU) between Fullerton School District and Big Brothers Big Sisters effective September 26, 2018 through May 31, 2019.

1ee. Approve Agreement between Fullerton School District and Key2Ed, Inc., for professional development training on October 4, 2018.

1ff. Approve Independent Contractor Agreement between Fullerton School District and Kauser Sharieff, MD, for vision services effective September 26, 2018 through June 30, 2019.

1gg. Approve proposal for Houghton Mifflin *Go Math!* consultants to provide professional development and coaching for Commonwealth teachers to support effective implementation of the mathematics program.

1hh. Approve Amendment to Agreement between Fullerton School District and Advantage Communications for the Speech and Debate Program effective September 26, 2018 through June 30, 2019.

1ii. Approve agreement between Fullerton School District and Collaborative Learning Solutions for Restorative Practices Training for junior high teachers on October 8, 2018.

1jj. Approve/Ratify Classified Personnel Report.

1kk. Approve out-of-state attendance for Dr. Emy Flores to attend the American Evaluation Association Conference in Cleveland, Ohio, from November 2-3, 2018.

1ll. Approve out-of-state conference attendance for Robert Coghlan, Ph.D., to attend Forecast5 Analytics National Conference in Itasca, Illinois, October 10-12, 2018.

Public Hearing

Hold Public Hearing to allow for public comment regarding the adoption of Resolution #18/19-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2018/2019.

Discussion/Action Items:

2a. Adopt Resolution #18/19-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2018/2019.

2b. Approve Resolution #18/19-12 proclaiming October 8-14, 2018 as Week of the School Administrator in the Fullerton School District.

2c. Adopt Resolution #18/19-13: California Environmental Quality Act (CEQA) Exemption for Energy Conservation Facilities Project.

Public Hearing:

Hold Public Hearing to allow for public comment regarding the adoption of Resolution #18/19-14: granting a Power Purchase Agreement between Fullerton School District and PFMG Solar, LLC.

2d. Adopt Resolution #18/19-14 granting a Power Purchase Agreement between Fullerton School District and PFMG Solar, LLC.

Administrative Reports:

3a. Developer Fees Report

3b. First Reading New Board Policy 3230

New Board Policy:

Section Title: Business and Non-instructional Operations

BP 3230, Federal Grant Funds

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, October 9, 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 Coreano 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 이용하실 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), stipend(s), new hire(s), promotion(s), reassignment(s) and resignation(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 SEPTEMBER 25, 2018

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
505	Arreola	Eva	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
500	Bacher	Denise	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
488	Berens	Jennifer	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
466	Bledsoe	Michael	Parks	Counselor	Extra Time	Approve contracted hourly rate NTE ten (10) hours for 7th and 8th grade orientation. Budget 013042109-1101	8/7/18-8/8/18
533	Briggs	Edward	Nicolas	Teacher	Extra Time	Approve contracted hourly rate NTE thirty-two (32) hours to receive FESTO training. Budget 0130220101-1101	7/24/18-8/01/18
496	Chung	Monah	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
491	Coleman	Crystal	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
498	Cooper	Sara	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
509	Coyne	Melanie	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
501	Diaz	Stephanie	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
486	Grismer	Luann	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
533	Karaya	Peter	Nicolas	Teacher	Extra Time	Approve contracted hourly rate NTE thirty-two (32) hours to receive FESTO training. Budget 0130220101-1101	7/24/18-8/01/18
502	Kienast	Tiffany	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
487	Maehr	Jennifer	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
497	McMillan	Lisa	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
533	Mosley	Clinton	Nicolas	Teacher	Extra Time	Approve contracted hourly rate NTE thirty-two (32) hours to receive FESTO training. Budget 0130220101-1101	7/24/18-8/01/18
499	Mosqueda	Corrine	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
533	Myers	David	Nicolas	Teacher	Extra Time	Approve contracted hourly rate NTE thirty-two (32) hours to receive FESTO training. Budget 0130220101-1101	7/24/18-8/01/18
489	Perez	Jose	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 25, 2018

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
494	Rios	Heather	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
492	Slope	Patricia	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
495	Soto	Pam	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
506	Turner	Eden	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
507	Victoria	Denise	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
493	Watkins	Jodi	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
508	Yolla	Gabriella	Richman	Teacher	Extra Time	Approve contracted hourly rate NTE four (4) hours for attending Writer's Workshop Momentum Training. Budget 0130225101-1101	8/8/18
	Apalategui	Jacqueline		Substitute Teacher	New Hire		9/5/18
436	Bradbury	Karen	Beechwood	Focus Teacher	New Hire	Dance	9/4/18
	Castaneda	Maribel		Substitute Teacher	New Hire		8/28/18
	Chatman	Shaleta		Substitute Teacher	New Hire		9/13/18
	Crecelius	Danae		Substitute Teacher	New Hire		9/13/18
	Cupp	Lacey		Substitute Teacher	New Hire		8/27/18
	Holden	Jessica		Substitute Teacher	New Hire		9/4/18
	Hollon	Michael		Substitute Teacher	New Hire		9/4/18

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 25, 2018

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Howell	Glenda		Substitute Teacher	New Hire		9/4/18
	Kim	Yeru		Substitute Teacher	New Hire		8/28/18
	Kim	Christine		Substitute Teacher	New Hire		9/7/18
	Kong	Yourie		Substitute Teacher	New Hire		8/27/18
	Lavin	Breanne	IIS	Focus Teacher	New Hire		9/10/18
	Leelachat	Dan		Substitute Teacher	New Hire		8/28/18
	Long	Taren		Substitute Teacher	New Hire		9/4/18
	Mackie	Alyssa		Substitute Teacher	New Hire		9/18/18
	Maple	Megan		Substitute Teacher	New Hire		9/7/18
	Mundschau	Robin	Parks	Assistant Principal	New Hire		10/1/18
	Paliani	Sarah		Substitute Teacher	New Hire		8/29/18
	Peterman	Abigail		Substitute Teacher	New Hire		9/13/18
	Rabanera	Cassandra		Substitute Teacher	New Hire		9/17/18
	Reichman	Christie		Substitute Teacher	New Hire		8/31/18
	Sanchez	Karisha		Substitute Teacher	New Hire		9/13/18
	Sonke	Brooke		Substitute Teacher	New Hire		9/13/18
	Yin	Wenni		Substitute Teacher	New Hire		9/11/18
	Yoon	Grace		Substitute Teacher	New Hire		8/27/18
529	Kriesel	Wes	IIS	Chief Technology Officer	Promotion	Temporary assignment as Interim CTO. Class XI, Step F	10/1/18

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 25, 2018

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	#0059		District Office	Teacher	Re-assignment		9/17/18
464	Beecher	Linda	Fisler	Teacher	Re-assignment	Linda Beecher will be working temporarily as TOSA at Fisler while Cristina Centeno is out on maternity. Budget #0140330271-1300	9/24/18
	Rugani	Anne	Student Support	Psychologist	Resignation		9/28/18
532	Bass	Kim	IIS	Teacher	Stipend	Approve stipend of \$120 per day, NTE four (4) days for Skylark TechSmart training at Fisler and Pacific Dr. Budget 0140955229-1101	7/30/18-8/02/18
453	Behrns	Shelley	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for the Peer Assistant & Review (PAR) Joint Panel. \$500 to be paid in January 2019 and \$500 to be paid in May. Budget 0130655223-1901	8/13/18-5/31/19
453	Ellison	Elizabeth	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for the Peer Assistant & Review (PAR) Joint Panel. \$500 to be paid in January 2019 and \$500 to be paid in May. Budget 0130655223-1901	8/13/18-5/31/19
532	Fraser	Elizabeth	IIS	Teacher	Stipend	Approve stipend of \$120 per day, NTE four (4) days for Skylark TechSmart training at Fisler and Pacific Dr. Budget 0140955229-1101	7/30/18-8/02/18
532	Grover	Laura	IIS	Teacher	Stipend	Approve stipend of \$120 per day, NTE four (4) days for Skylark TechSmart training at Fisler and Pacific Dr. Budget 0140955229-1101	7/30/18-8/02/18
532	Kim	Tracy	IIS	Teacher	Stipend	Approve stipend of \$120 per day, NTE four (4) days for Skylark TechSmart training at Fisler and Pacific Dr. Budget 0140955229-1101	7/30/18-8/02/18
453	Montoya	Andy	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for the Peer Assistant & Review (PAR) Joint Panel. \$500 to be paid in January 2019 and \$500 to be paid in May. Budget 0130655223-1901	8/13/18-5/31/19
532	Sanchez	Vanessa	IIS	Teacher	Stipend	Approve stipend of \$120 per day, NTE four (4) days for Skylark TechSmart training at Fisler and Pacific Dr. Budget 0140955229-1101	7/30/18-8/02/18
453	Wathen	Leah	Educational Services	Teacher	Stipend	Approve stipend of \$1,000 for the Peer Assistant & Review (PAR) Joint Panel. \$500 to be paid in January 2019 and \$500 to be paid in May. Budget 0130655223-1901	8/13/18-5/31/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 25, 2018

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
<p>This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on September 25, 2018.</p>							
<p>_____</p> <p>Clerk/Secretary</p>							

CONSENT ITEM

DATE: September 25, 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: September 25, 2018

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Acacia	Kroger	Community Partner(s)	monetary donation	for the school	\$45.68
Beechwood	Cotsen Foundation	Community Partner(s)	monetary donation	for the school	\$2,550.00
Commonwealth	Lifetouch	Community Partner(s)	monetary donation	school climate	\$65.00
Fisler	Cantrell Photography Inc.	Community Partner(s)	monetary donation	instructional supplies	\$853.00
Fisler	Edison International	Community Partner(s)	monetary donation	instructional supplies	\$150.00
Fisler	Fisler PTSA		monetary donation	field trips and supplies	\$12,500.00
Fisler	Wells Fargo	Community Partner(s)	monetary donation	instructional supplies	\$264.02
Golden Hill	Lifetouch	Community Partner(s)	monetary donation	school materials, supplies	\$569.18
Hermosa Drive	Hermosa Drive PTA		monetary donation	service contract for Duplo machine	\$790.00
IIS	Marzano Research	Community Partner(s)	monetary donation	iPersonalize	\$15,000.00
Laguna Road	Cantrell Photography Inc.	Community Partner(s)	monetary donation	for the school	\$683.00
Maple	Cantrell Photography Inc.	Community Partner(s)	monetary donation	student support	\$392.00
Maple	Soroptimist International of Fullerton	Community Partner(s)	monetary donation	Mustang Ladies	\$1,500.00
Raymond	Soroptimist International of Fullerton	Community Partner(s)	monetary donation	Lady Leaders of Raymond	\$1,500.00
Richman	Barona Band of Mission Indians	Community Partner(s)	monetary donation	new library books	\$5,000.00
Rolling Hills	Rolling Hills PTA		monetary donation	Chrome books	\$8,585.85
Sunset Lane	Sunset Lane PTA		monetary donation	Accelerated Reader, weekly studies, scope text	\$7,887.61
Superintendent's Office	SchoolsFirst Federal Credit Union	Community Partner(s)	monetary donation	Superintendent's Office discretion	\$5,000.00
Valencia Park	Cantrell Photography Inc.	Community Partner(s)	monetary donation	spring commission	\$662.00

CONSENT ITEM

DATE: September 25, 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 M22C0011 THROUGH M22C0020, M22D0054 THROUGH M22D0089, M22E0011 THROUGH M22E0026, M22M0121 THROUGH M22M0130, M22R0166 THROUGH M22R0492, M22T00010, M22V0060 THROUGH M22V0080, M22X0291 THROUGH M22X0320, AND M22Y0055 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
E:	Employee Reimbursements	X:	Open-Regular
L:	Leases and Rents	Y:	Open-Transportation
M:	Maintenance & Operations	Z:	Open-Maintenance & Operations
R:	Regular		

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 M22C0011 through M22C0020, M22D0054 through M22D0089, M22E0011 through M22E0026, M22M0121 through M22M0130, M22R0166 through M22R0492, M22T00010, M22V0060 through M22V0080, M22X0291 through M22X0320, and M22Y0055 for the 2018/2019 fiscal year.

RC:MG:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/25/2018

FROM 08/17/2018 TO 09/06/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22C0011	UC REGENTS	400.00	400.00	0130252101 5210	LCFF Suppl Instr District / Conferences and Meetings
M22C0012	KINGS COUNTY OFFICE OF EDUCATI	750.00	750.00	0111555103 5210	Gifted and Talented Education / Conferences and Meetings
M22C0013	NATIONAL ASSOC FOR GIFTED CHIL	499.00	499.00	0111555103 5210	Gifted and Talented Education / Conferences and Meetings
M22C0014	SUMMIT PROFESSIONAL EDUCATION	439.98	439.98	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
M22C0015	ORANGE CNTY DEPARTMENT OF EDUC	425.00	425.00	0152757109 5210	Administrative Assistant Instr / Conferences and Meetings
M22C0016	ORANGE CNTY DEPARTMENT OF EDUC	2,175.00	2,175.00	0140155239 5210	Curriculum Development Discret / Conferences and
M22C0017	SUMMIT PROFESSIONAL EDUCATION	1,533.00	1,533.00	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
M22C0018	ART SCHOOLS NETWORK	2,495.00	2,495.00	0130417109 5210	LCFF Base Instr Ladera Vista / Conferences and Meetings
M22C0019	CALIFORNIA MATH COUNCIL	1,365.00	1,365.00	0109411102 5210	Foundation Instr Beechwood / Conferences and Meetings
M22C0020	CAHPERD	560.00	560.00	0150554101 5210	APE Autism OT Vision Instr / Conferences and Meetings
M22D0054	HEINEMANN PUBLISHING	229.61	229.61	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
M22D0055	WE MAIL FOR YOU	300.00	300.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0056	ART SUPPLY WAREHOUSE	225.90	225.90	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22D0057	AMAZON.COM	109.13	109.13	0111612191 4310	DntnSchool Climate Incent Prgm / Materials and Supplies
M22D0058	WORTHINGTON DIRECT HOLDINGS LL	830.44	830.44	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
M22D0059	CURRICULUM ASSOCIATES LLC	91.85	91.85	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
M22D0060	PDC A BRADY COMPANY	1,154.48	1,154.48	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22D0061	TEACHER CREATED RESOURCES	58.76	58.76	0111612191 4310	DntnSchool Climate Incent Prgm / Materials and Supplies
M22D0062	IPROMOTEU	598.92	598.92	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22D0063	SIMPLE SOLUTIONS	3,464.79	3,464.79	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Inst
M22D0064	AMAZON.COM	678.80	678.80	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0065	AMAZON.COM	965.09	965.09	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22D0066	AMAZON.COM	96.37	96.37	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22D0067	WORDS ALIVE	2,500.00	2,500.00	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 09/25/2018

FROM 08/17/2018 TO 09/06/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0068	AMAZON.COM	79.69	79.69	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
M22D0069	DISCOUNT SCHOOL SUPPLY	1,609.57	1,609.57	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
M22D0070	NEW MANAGEMENT INC	296.31	296.31	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
M22D0071	HEINEMANN PUBLISHING	42.34	42.34	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
M22D0072	LAKESHORE LEARNING	579.70	579.70	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22D0073	ULINE INC	169.71	169.71	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22D0074	GENERAL BINDING CORP	126.93	126.93	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22D0075	EAGLE COMMUNICATIONS	300.26	300.26	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22D0076	HEINEMANN PUBLISHING	34.15	34.15	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22D0077	SIMPLE SOLUTIONS	1,963.34	1,963.34	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplies
M22D0079	DICK BLICK ART MATERIALS	372.67	372.67	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22D0080	MUSICIAN'S FRIEND	518.03	518.03	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22D0081	KBI AND ASSOCIATES	369.80	369.80	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
M22D0082	LAKESHORE LEARNING	687.45	687.45	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
M22D0083	THE ORIGINAL SEAT SACK COMPANY	358.31	358.31	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
M22D0084	ACORN MEDIA	209.98	209.98	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22D0085	HEINEMANN PUBLISHING	4,686.28	4,686.28	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22D0086	SCHOLASTIC READING CLUB	2,837.38	2,837.38	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22D0087	AMAZON.COM	43.08	37.70	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
			5.38	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
M22D0088	AMAZON.COM	648.92	342.95	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
			305.97	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22D0089	AMAZON.COM	1,369.28	1,336.97	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
			32.31	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
M22E0011	KHALILI, SOROUR	50.47	50.47	0142054201 4310	Special Ed Administration / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/25/2018

FROM 08/17/2018 TO 09/06/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22E0012	DIAZ, MARIA	318.45	318.45	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
M22E0013	BYUN, CHRISTINE	100.68	100.68	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22E0014	LEE, ANGELA	382.14	382.14	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22E0015	MCCOMB, YOLANDA	23.67	23.67	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22E0016	KHALILI, SOROUR	14.94	14.94	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
M22E0017	CHILES, PATRICIA	78.65	78.65	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
M22E0018	LARA, EDELICIA	83.75	83.75	0130225271 4350	LCFF Suppl Admin Richman / Materials and Supplies
M22E0019	PAIZ, KATHLEEN	129.16	129.16	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22E0020	WOLF, ROCHELLE	78.71	78.71	0130429279 4350	LCFF Base Admin Woodcrest / Materials and Supplies
M22E0021	COSGROVE, MARILEE	173.17	173.17	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
M22E0022	BYUN, CHRISTINE	40.65	40.65	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22E0023	GARDNER, JODY	51.47	51.47	0139155101 5210	Positive Behavior Interv Instr / Conferences and Meetings
M22E0024	ASCARI, PATRICIA	452.94	452.94	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22E0025	MERDA, MEGAN	309.37	309.37	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0026	TUCKER, CHRISTI	71.10	71.10	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22M0121	ORANGE COUNTY HEALTH CARE AGEN	2,397.00	2,397.00	0153353819 5805	Plant Maintenance DC / Consultants
M22M0122	AMBIENT ENVIRONMENTAL INC	2,900.00	2,900.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
M22M0123	NINYO AND MOORE	14,972.00	4,990.66	0153353819 5805	Plant Maintenance DC / Consultants
			9,981.34	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0124	NINYO AND MOORE	14,972.00	14,972.00	2568150859 6100	Amerige Hts New Dev Facilities / Sites and Site
M22M0125	ORTIZ TRACTOR SERVICE	11,774.00	11,774.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0126	BLUE VIOLET NETWORKS LLC	6,550.00	6,550.00	0153353819 5900	Plant Maintenance DC / Communications
M22M0127	C BELOW INC.	2,820.00	2,820.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0128	EDUCATION PRODUCTS AND SERVICE	1,818.35	1,818.35	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of

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M22M0129	QUICKEL PAVING INC.	12,490.00	12,490.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0130	BAVCO	565.99	565.99	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22R0166	NATUS MEDICAL INCORPORATED	224.00	224.00	0151354341 5800	Health Services / Other Contracted Services
M22R0367	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130221101 5640	LCFF Suppl Instr Orangethorpe / Repairs by Vendors
M22R0368	CA COMMISSION ON TEACHER CREDE	1,300.00	1,300.00	0135555223 5310	BTSA Staff Development / Dues and Memberships
M22R0369	HERITAGE MUSEUM OF ORANGE COUN	900.00	900.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
M22R0370	RECESS REVOLUTION	300.00	300.00	1208555101 5805	Fee Based Childcare Admin / Consultants
M22R0371	AEROMARK	15.35	15.35	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22R0372	STAPLES ADVANTAGE	38.74	38.74	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22R0373	SOLID T	681.67	681.67	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
M22R0374	PEARSON EDUCATION INC	107.14	107.14	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0375	AMAZON.COM	344.76	344.76	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R0376	AMAZON.COM	851.23	851.23	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22R0377	RUG-ED PRODUCTS INC	1,874.85	1,874.85	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplies
M22R0378	LEARNING A TO Z	99.95	99.95	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
M22R0379	SCHOLASTIC MAGAZINES	204.46	204.46	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
M22R0380	AMAZON.COM	1,273.61	1,273.61	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22R0381	SUPPLY MASTER	213.35	213.35	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
M22R0382	APPLE COMPUTER INC	413.37	413.37	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
M22R0383	SCHOOL SPECIALTY	169.70	169.70	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
M22R0384	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22R0385	DESCON	1,407.12	1,407.12	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
M22R0386	DESCON	1,642.61	1,642.61	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
M22R0387	SUPPLY MASTER	233.15	233.15	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies

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M22R0388	RUG-ED PRODUCTS INC	312.48	312.48	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22R0389	APPLE COMPUTER INC	85.12	85.12	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
M22R0390	CDW.G	5,344.20	5,344.20	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R0391	DICK BLICK ART MATERIALS	558.38	558.38	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22R0392	APPLE COMPUTER INC	481.64	481.64	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
M22R0393	AMAZON.COM	93.29	93.29	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
M22R0394	NATIONAL GEOGRAPHIC	1,642.61	1,642.61	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0395	PEARSON ASSESSMENT INC	10,623.41	10,623.41	0111555103 4310	Gifted and Talented Education / Materials and Supplies
M22R0396	GENERAL BINDING CORP	620.50	620.50	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22R0397	WINNOW AND GLEAN	200.00	200.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R0398	SCHOLASTIC MAGAZINES	866.64	866.64	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
M22R0399	HOPE 4 FAMILIES	4,000.00	4,000.00	0142054201 5828	Special Ed Administration / Special Education Settlements
M22R0400	SCHOOL SPECIALTY	370.86	370.86	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
M22R0402	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0403	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0404	DEPARTMENT OF SOCIAL SERVICES	484.00	484.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0405	DEPARTMENT OF SOCIAL SERVICES	484.00	484.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R0406	HANDWRITING WITHOUT TEARS	962.80	962.80	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0407	TECHSMART INC	16,500.00	16,500.00	0130220101 5805	LCFF Supplemental Inst Nicolas / Consultants
M22R0408	AMAZON.COM	1,016.97	1,016.97	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22R0409	AMAZON.COM	807.80	807.80	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0410	AMAZON.COM	180.18	180.18	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R0411	AMAZON.COM	2,528.99	2,528.99	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplies
M22R0412	CORREA, VANESA AND EDUARDO	2,025.00	2,025.00	0142054201 5828	Special Ed Administration / Special Education Settlements

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M22R0413	FULCRUM LEARNING SYSTEMS INC	2,500.00	2,500.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
M22R0414	PEARSON ASSESSMENT INC	1,469.05	838.38 630.67	0124854101 4315 0125554321 4315	SpEd IDEA LocalPreschool Instr / Materials Test Kits LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R0415	WESTERN PSYCHOLOGICAL SERVICES	268.47	268.47	0124854101 4315	SpEd IDEA LocalPreschool Instr / Materials Test Kits
M22R0416	PAR INC	430.59	430.59	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
M22R0417	DISCOUNT SCHOOL SUPPLY	327.07	327.07	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
M22R0418	AVB PRESS	1,427.82	1,427.82	0150554101 4315	APE Autism OT Vision Instr / Materials Test Kits Protocols
M22R0419	FEINER SUPPLY	556.37	556.37	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
M22R0420	SCHOLASTIC INC	239.71	239.71	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22R0421	CRISIS PREVENTION INSTITUTE IN	150.00	150.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
M22R0422	FORECAST 5 ANALYTICS INC.	23,500.00	23,500.00	0153750799 5805	Business Administration DC / Consultants
M22R0423	AMAZON.COM	18.91	18.91	0142054201 4350	Special Ed Administration / Materials and Supplies Office
M22R0424	CDW.G	747.57	747.57	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
M22R0425	APPLE COMPUTER INC	327.17	327.17	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
M22R0426	BRAINPOP LLC	2,490.00	2,490.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22R0427	MOBYMAX	1,795.00	1,795.00	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
M22R0428	SCHOLASTIC INC	215.05	215.05	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22R0429	STUDY PAD INC	1,000.00	1,000.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22R0430	AMAZON.COM	76.08	76.08	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
M22R0431	IXL MEMBERSHIP SERVICES	4,781.00	2,390.50 2,390.50	0130213101 4310 0130413109 4310	LCFF Supplemental Instr Fern / Materials and Supplies LCFF Base Instruction Fern Dr / Materials and Supplies
M22R0432	MIND INSTITUTE	3,499.00	1,749.50 1,749.50	0130213101 4310 0130413109 4310	LCFF Supplemental Instr Fern / Materials and Supplies LCFF Base Instruction Fern Dr / Materials and Supplies
M22R0433	CDW.G	4,327.24	4,327.24	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22R0434	RENAISSANCE LEARNING INC	5,690.50	2,845.25	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies

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M22R0434	*** CONTINUED ***				
			2,845.25	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
M22R0435	SIMPLE SOLUTIONS	2,329.25	1,164.63	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
			1,164.62	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
M22R0436	COMPUTER LOGIC GROUP INC	1,876.48	1,876.48	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
M22R0437	SUPPLY MASTER	213.35	213.35	0111054101 4310	Home Hospital Instruction / Materials and Supplies Instr
M22R0438	MUSIC AND ARTS CENTER	246.80	246.80	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0439	NATIONAL SPEECH AND DEBATE ASS	274.00	274.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0440	ULINE INC	54.60	54.60	0142054201 4350	Special Ed Administration / Materials and Supplies Office
M22R0441	WESTED	1,352.80	1,352.80	0135155391 4350	TUPE Coordinator / Materials and Supplies Office
M22R0442	SUPPLY MASTER	426.69	426.69	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22R0443	PRESSAVVY INC.	3,228.92	3,228.92	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R0444	EAGLE COMMUNICATIONS	300.26	300.26	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
M22R0445	APPLE COMPUTER INC	9,653.55	9,653.55	0181225101 4310	Instr Mat Lottery Richman Inst / Materials and Supplies Instr
M22R0446	AMAZON.COM	226.15	226.15	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
M22R0447	EDUCREATIONS INC	1,500.00	1,500.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0448	ASSOC OF CA SCHOOL ADMINISTRAT	660.00	660.00	0152657719 5310	Superintendent Discret / Dues and Memberships
M22R0449	AREY JONES EDUCATIONAL SOLUTIO	9,360.06	9,360.06	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R0450	B AND H PHOTO VIDEO INC	206.75	206.75	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0451	AMAZON.COM	288.24	288.24	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
M22R0452	AMTRAK GROUP SALES	2,461.44	2,461.44	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22R0453	KNOTT'S BERRY FARM	2,388.00	2,388.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22R0454	ROSSIER PARK ELEMENTARY SCHOOL	3,632.32	3,632.32	0150454181 5865	Mental Health Support NPA NPS / Nonpublic School
M22R0455	AMAZON.COM	1,088.53	1,088.53	0181225101 4310	Instr Mat Lottery Richman Inst / Materials and Supplies Instr

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M22R0456	AMAZON.COM	90.36	90.36	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
M22R0457	SCHOOLSIN	424.17	424.17	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
M22R0458	AMAZON.COM	180.76	180.76	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
M22R0459	AMAZON.COM	91.58	91.58	0151354341 4350	Health Services / Materials and Supplies Office
M22R0460	AMAZON.COM	27.52	27.52	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0461	QUALTRICS LLC	27,600.00	27,600.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
M22R0462	AMAZON.COM	199.28	199.28	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R0463	PRO ED	408.59	408.59	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R0464	HOUGHTON MIFFLIN COMPANY	3,366.53	3,366.53	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R0465	ATKINSON ANDELSON LOYA RUDD RO	10,000.00	10,000.00	0153750799 5825	Business Administration DC / Legal Assistance
M22R0466	LA HABRA HIGH SCHOOL	540.00	540.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
M22R0467	HOUGHTON MIFFLIN COMPANY	5,125.67	5,125.67	0138055103 4100	Instructional Material K 8 / Textbooks
M22R0468	RENAISSANCE LEARNING INC	5,600.00	5,600.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
M22R0469	RENAISSANCE LEARNING INC	4,397.50	4,397.50	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0470	AMAZON.COM	309.31	309.31	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0471	RUG-ED PRODUCTS INC	3,620.40	3,620.40	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22R0472	TUTOR U	700.00	700.00	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
M22R0473	CALIFORNIA ASSOCIATION FOR GIF	140.00	140.00	0111555103 5310	Gifted and Talented Education / Dues and Memberships
M22R0474	SPELLINGCITY.COM INC	892.50	892.50	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0475	OTICON INC.	465.11	465.11	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R0476	NASCO WEST INC	316.62	316.62	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22R0477	DICK BLICK ART MATERIALS	328.96	328.96	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22R0478	LAKESHORE LEARNING	1,458.93	1,458.93	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
M22R0479	RILEY'S FARM	2,259.66	2,259.66	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees

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M22R0480	AMAZON.COM	1,098.83	1,098.83	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22R0481	AMAZON.COM	237.01	237.01	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R0482	AMAZON.COM	32.27	32.27	0151354341 4310	Health Services / Materials and Supplies Instr
M22R0483	AMAZON.COM	244.02	244.02	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
M22R0484	AMAZON.COM	242.76	242.76	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
M22R0485	TOBII DYNAVOX LLC	1,791.00	1,791.00	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R0486	K WEST PRINTING	2,632.73	2,632.73	0140155239 5860	Curriculum Development Discret / Printing Outside Vendor
M22R0487	TODAY'S CLASSROOM LLC	242.89	242.89	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
M22R0488	AMAZON.COM	557.92	557.92	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R0489	APPLE COMPUTER INC	1,605.48	1,605.48	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R0490	SCHOOL SPECIALTY	252.26	252.26	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
M22R0491	EAGLE COMMUNICATIONS	2,777.63	2,777.63	8152451741 4350	Property and Liability / Materials and Supplies Office
M22R0492	LEVEL DATA INC	22,144.50	22,144.50	0153050799 5810	Business Administration DC / Data Processing Services
M22T0010	FLOWERS, PAUL E	390.00	390.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
M22V0060	CULVER NEWLIN INC	3,552.52	3,552.52	0130424109 6410	LCFF Base Instruction Raymond / New Equip Less Than
M22V0061	APPLE COMPUTER INC	2,849.92	259.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			2,590.92	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
M22V0062	APPLE COMPUTER INC	7,197.57	518.00	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
			6,679.57	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
M22V0063	BCT ENTERTAINMENT	9,871.29	7,557.91	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
			2,313.38	0111626101 6410	Donation Instr Rolling Hills / New Equip Less Than
M22V0064	BLUE VIOLET NETWORKS LLC	26,788.46	26,788.46	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
M22V0065	GLASBY MAINTENANCE SUPPLY COMP	3,295.10	3,295.10	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
M22V0066	EDUCATION PRODUCTS AND SERVICE	6,826.26	6,826.26	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0067	CULVER NEWLIN INC	36,087.20	10,000.00	0111625101 6410	Donation Instruction Richman / New Equip Less Than

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M22V0067	*** CONTINUED ***				
			26,087.20	0130225101 6410	LCFF Supplemental Inst Richman / New Equip Less Than
M22V0068	SCHOOL NURSE SUPPLY INC	1,120.60	1,120.60	0125554341 6410	LEA Medi Cal Reimb Health Svcs / New Equip Less Than
M22V0069	TOTAL CONCEPT SALES INC.	18,436.96	18,436.96	2568150859 6200	Amerige Hts New Dev Facilities / Buildings and Improve of
M22V0070	BIOMETRICS4ALL INC	4,359.82	4,359.82	0152151749 6410	Personnel Serv Certificated DC / New Equip Less Than
M22V0071	CDW.G	1,465.98	322.17	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
			1,143.81	0181227101 6410	Instr Mat Lottery Sunset Instr / New Equip Less Than
M22V0072	PROAIR LLC	49,342.00	49,342.00	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
M22V0073	B AND M LAWN GARDEN	505.35	505.35	0154753849 6410	Grounds Discretionary / New Equip Less Than \$10,000
M22V0074	NETWORK TECHNOLOGIES INC.	2,119.92	876.22	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
			1,243.70	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
M22V0075	APPLE COMPUTER INC	945.92	300.50	0140155239 4310	Curriculum Development Discret / Materials and Supplies
			645.42	0140155239 6410	Curriculum Development Discret / New Equip Less Than
M22V0076	GST INC	141,337.14	-164,623.46	0138455249 5810	Ed Services Media / Data Processing Services
			305,960.60	0138455249 6410	Ed Services Media / New Equip Less Than \$10,000
M22V0077	SCHOOLSIN	1,014.84	402.94	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
			611.90	0108655109 6410	Transitional Kinder Instr Dist / New Equip Less Than
M22V0078	CDW.G	16,633.01	3,291.73	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
			13,341.28	0121228101 6410	Title I Valencia Park / New Equip Less Than \$10,000
M22V0079	CULVER NEWLIN INC	4,244.27	4,244.27	0152950729 6450	Districtwide Expenditures / Repl Equip Less Than \$10,000
M22V0080	RESILIENT COMMUNICATIONS INC	117,878.94	70,903.00	4067150851 4350	Facilities / Materials and Supplies Office
			21,115.94	4067150851 6450	Facilities / Repl Equip Less Than \$10,000
			25,860.00	4067150851 6510	Facilities / New Equip Greater Than \$10,000
M22X0291	BEST BEST AND KRIEGER LLP	60,000.00	60,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
M22X0292	VARKATZAS, MILTOS	77,280.00	77,280.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22X0293	COSTCO WHOLESALE	1,000.00	1,000.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/25/2018

FROM 08/17/2018 TO 09/06/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0294	LOWES HIW INC	700.00	700.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22X0295	COSTCO WHOLESALE	500.00	500.00	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22X0296	TJT SALES	2,000.00	2,000.00	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
M22X0297	FULLERTON, CITY OF	304,137.00	304,137.00	0132952101 5805	AftrSchlEdSfty Cohort 6 Instr / Consultants
M22X0298	OFFICE DEPOT BUSINESS SERVICE	500.00	500.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
M22X0299	COSTCO WHOLESALE	1,100.00	700.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
			400.00	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
M22X0300	BLISS BADGE	850.00	850.00	0155351729 4350	Cert Personnel Dist Admin Exp / Materials and Supplies
M22X0301	EMSER TILE LLC	1,500.00	1,500.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22X0302	HOLLANDER GLASS INC	3,000.00	3,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22X0303	BELLFLOWER MUSIC CENTER	1,200.00	1,200.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
M22X0304	BELLFLOWER MUSIC CENTER	500.00	500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
M22X0305	PEPPER MUSIC, J W	500.00	500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
M22X0306	PEPPER MUSIC, J W	300.00	300.00	0130417139 4310	LCFF Base Instr Music LV / Materials and Supplies Instr
M22X0307	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	1208555271 4350	Fee Based Childcare Admin / Materials and Supplies Office
M22X0308	MARZANO RESEARCH LABORATORY	53,450.00	53,450.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
M22X0309	DEELITE DISTRIBUTION	500.00	500.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22X0310	COSTCO WHOLESALE	1,500.00	1,500.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
M22X0311	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
M22X0312	MUSIC AND ARTS CENTER	1,000.00	1,000.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22X0313	SOUTHWEST SCHOOL AND OFFICE SU	700.00	700.00	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
M22X0314	AARDVARK CLAY AND SUPPLIES	1,000.00	1,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22X0315	VALANTINE, LAUREN HILLARY	9,800.00	9,800.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
M22X0316	LERNER, MARC	5,000.00	5,000.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/25/2018

FROM 08/17/2018 TO 09/06/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0317	PEPPER MUSIC, J W	500.00	500.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22X0318	STATER BROS	500.00	500.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0319	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	1231019271 4350	Preschool Administration / Materials and Supplies Office
M22X0320	OFFICE DEPOT BUSINESS SERVICE	500.00	500.00	1231019271 4350	Preschool Administration / Materials and Supplies Office
M22Y0055	FLOWERS, PAUL E	2,500.00	2,500.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
	Fund 01 Total:	1,173,765.42			
	Fund 12 Total:	13,084.09			
	Fund 25 Total:	33,408.96			
	Fund 40 Total:	117,878.94			
	Fund 81 Total:	29,566.09			
	Total Amount of Purchase Orders:	1,367,703.50			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 09/25/2018

FROM 08/17/2018 TO 09/06/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22M0038	ARCHITECTURE 9 PLLLP	1,719.00	+573.00	0153353859 5805	Maintenance Facilities DC / Consultants
			+54.00	2567150851 5805	Facilities / Consultants
			+573.00	2567150859 5805	Facilities Improvement Central / Consultants
M22M0060	HAUFFE COMPANY INC	35,000.00	+20,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0098	NEW DIMENSIONS GENERAL CONSTRU	13,520.00	+800.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of Build
M22R0281	DISCOUNT SCHOOL SUPPLY	2,050.26	+5.43	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			+140.16	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
M22R0366	SPIRIT MONKEY LLC	2,004.15	+4.31	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
M22V0055	CORE MICROSYSTEMS	2,456.29	+1,379.87	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
			-1,179.87	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
M22V0059	CULVER NEWLIN INC	6,801.18	+507.50	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22X0247	VENTURA-CRUESS, EMMANUEL	20,250.00	+1,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
M22X0278	ORANGE CNTY DEPARTMENT OF EDUC	579,205.00	+29,205.00	0171054921 7142	Excess Costs / Excess Cost to County Office
	Fund 01 Total:		52,789.81		
	Fund 12 Total:		145.59		
	Fund 25 Total:		627.00		
	Total Amount of Change Orders:		53,562.40		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

09/25/2018

FROM 08/17/2018 TO 09/06/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0031	CONCEPTS SCHOOL AND OFFICE FUR	966.53	966.53	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22D0078	SPIRIT MONKEY LLC	344.80	344.80	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies
M22R0203	CC-PURCHASING	362.62	181.31 181.31	0153353859 4310 2567117859 4310	Maintenance Facilities DC / Materials and Supplies Instr Facilities Improvement Ladera / Materials and Supplies
M22R0234	BRE ICONIC LQR OWNER LLC	5,000.00	5,000.00	0153957729 4350	Management Support Discr / Materials and Supplies Office
M22R0401	DISCOUNT SCHOOL SUPPLY	237.04	237.04	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
Fund 01 Total:		6,729.68			
Fund 25 Total:		181.31			
Total Amount of Purchase Orders:		6,910.99			

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 9/25/2018

Purchase order number **M22R0166** was included in the 9/25/2018 Board report because it was printed within the reporting period.

Tony Rocha, Buyer
Purchasing Services

CONSENT ITEM

DATE: September 25, 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 210110 THROUGH 210157 FOR THE 2018/2019 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 17, 2018 through September 6, 2018 contains purchase orders numbered 210110 through 210157 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 amount not to exceed \$306,315.88 is from Nutrition Services Funds.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 210110 through 210157 for the 2018/2019 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

9/7/2018 9:23:45 AM

Fullerton School District

Show all data where the Order Date is between 8/17/2018 and 9/6/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	210143	8/29/2018	9/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12040	\$0.2339	\$2,339.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2149	\$6,447.00	
60000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.1941	\$11,646.00	
100	CS	997031	Soy Milk, Pacific 24/8oz #45873	\$16.6100	\$1,661.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5703	\$8,554.50	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$30.0000	\$1,500.00	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$12.3009	\$615.04	
					Sales Tax:	\$0.00
					P.O. Total:	\$32,762.54
Driftwood Dairy, Inc.	210145	8/29/2018	9/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$9.3789	\$187.58	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$22.7547	\$227.55	
30	DZ	10073	Eggs, Large DZ #59110	\$2.2918	\$68.75	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.4550	\$42.27	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$30.0000	\$150.00	
10	EA	10081	Sour Cream Pint #50450	\$1.4625	\$14.63	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1513	\$3.03	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.2500	\$86.25	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.2760	\$85.52	
5	ea	10092	Half & Half Quart ESL #21251	\$2.0361	\$10.18	
					Sales Tax:	\$0.00
					P.O. Total:	\$875.76
Driftwood Dairy, Inc.	210146	8/29/2018	9/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1000	EA	997100	Non Fat Milk, Mini 1/2PT #12040 (CACFP)	\$0.2339	\$233.90	
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2149	\$1,074.50	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.1941	\$2,911.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,219.90
					Vendor Total:	\$37,858.20
Hubert Company	210120	8/20/2018	8/22/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	ea	1	Thermometer, Hot Hold #80674	\$7.1900	\$258.84	
48	ea	1	Thermometer, Cold #39614	\$6.8900	\$330.72	
24	ea	1	Thermometer, Digital Probe #36402	\$12.6900	\$304.56	
6	bx	1	Wipes, Alcohol #16372	\$7.8900	\$47.34	
12	ea	1	Thermometer, Freeze Guide #13399	\$7.3900	\$88.68	
12	ea	1	Bottle Brush #38226	\$16.4900	\$197.88	
1	ea	1	Shipping Charge	\$26.7000	\$26.70	
					Sales Tax:	\$95.17
					P.O. Total:	\$1,349.89
					Vendor Total:	\$1,349.89
Le Chef Bakery	210130	8/23/2018	8/27/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	

Purchase Orders - Detail

9/7/2018 9:23:45 AM

Fullerton School District

Show all data where the Order Date is between 8/17/2018 and 9/6/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery	210130	8/23/2018	8/27/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs	\$7.9600	\$47.76	
2	case	10005	Scone, Assrtd #BRB001-24 24/case	\$19.6200	\$39.24	
2	case	10006	Cinnamon Bun #BR010 (Medium Dough) 96/case	\$8.7700	\$17.54	
2	case	10007	Cinnamon Pecan Sticky Bun#BR012 (Med. Dough) 60/cs	\$12.0100	\$24.02	
4	case	10002	Danish,Twist Assrd #DAB001-12TS (Medium) 12/case	\$8.2200	\$32.88	
16	case	10004	Muffin, Assrtd #MUBASST-M-TC-16TS 16/2.5oz/case	\$10.7900	\$172.64	
Sales Tax:						\$0.00
P.O. Total:						\$334.08
Vendor Total:						\$334.08
Gold Star Foods Inc.	210110	8/17/2018	8/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
39	case	54022	Cheese,String Cmdy LOL GS#401172 168/cs	\$13.7400	\$535.86	
Sales Tax:						\$0.00
P.O. Total:						\$535.86
Gold Star Foods Inc.	210111	8/17/2018	8/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$5.4900	\$356.85	
Sales Tax:						\$0.00
P.O. Total:						\$356.85
Gold Star Foods Inc.	210112	8/17/2018	8/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
65	case	10138	Water, Bottled Pure Life 24/16.9 oz GS#201670	\$5.4900	\$356.85	
Sales Tax:						\$0.00
P.O. Total:						\$356.85
Gold Star Foods Inc.	210113	8/17/2018	9/21/2018	8/21/2018		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$36.8400	\$1,326.24	
Sales Tax:						\$0.00
P.O. Total:						\$1,326.24
Gold Star Foods Inc.	210114	8/17/2018	8/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz	\$35.7900	\$357.90	
1	cs	360027	Quesadilla, Cheese GS#402045 100/4.1 oz/cs	\$59.4400	\$59.44	
2	cs	20019	Olives, Black sliced Jackpot GS#209849 6/#10/case	\$43.3300	\$86.66	
2	cs	4341	Dressing, Ranch Light GS#300050 4/1gal	\$31.3700	\$62.74	
Sales Tax:						\$0.00
P.O. Total:						\$566.74
Gold Star Foods Inc.	210115	8/17/2018	9/4/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$32.8700	\$1,183.32	
36	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs	\$32.8700	\$1,183.32	
Sales Tax:						\$0.00
P.O. Total:						\$2,366.64
Gold Star Foods Inc.	210123	8/22/2018	9/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	

Purchase Orders - Detail

9/7/2018 9:23:45 AM

Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210123	8/22/2018	9/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$25.6100	\$768.30	
3	case	3011	Cereal, Rice Chex GS#203127 96/case	\$32.8700	\$98.61	
					Sales Tax:	\$0.00
					P.O. Total:	\$866.91
Gold Star Foods Inc.	210125	8/22/2018	9/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.	\$37.1400	\$891.36	
24	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs	\$39.0200	\$936.48	
28	case	30327	French Toast Stick, IW GS#113685 88/cs	\$40.2400	\$1,126.72	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,954.56
Gold Star Foods Inc.	210127	8/22/2018	9/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
57	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$47.4300	\$2,703.51	
11	case	8006	Shell 'Taco,6" GS#203043 200ct	\$21.4900	\$236.39	
16	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$37.4000	\$598.40	
31	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25	\$43.0700	\$1,335.17	
74	case	57201	Pork, TexasWstrn GS#405721 4/5#/case	\$36.3000	\$2,686.20	
5	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case	\$46.7400	\$233.70	
					Sales Tax:	\$0.00
					P.O. Total:	\$7,793.37
Gold Star Foods Inc.	210131	8/24/2018	9/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	cs	1	Peas & Carrots #101482 1/20lb CH Belt	\$13.6300	\$81.78	
					Sales Tax:	\$0.00
					P.O. Total:	\$81.78
Gold Star Foods Inc.	210132	8/24/2018	9/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
9	sack	4456	Sugar, Granulated, 25# GS#210297 C&H	\$15.9700	\$143.73	
8	case	4240	Sauce, Tomato #401448 Red Gold 6/10#	\$16.3700	\$130.96	
10	each	4009	Cilantro, Dried 4oz GS#209661	\$4.6800	\$46.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$321.49
Gold Star Foods Inc.	210133	8/28/2018	8/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	3011	Cereal, Rice Chex GS#203127 96/case	\$32.8700	\$98.61	
					Sales Tax:	\$0.00
					P.O. Total:	\$98.61
Gold Star Foods Inc.	210139	8/29/2018	9/11/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$38.0200	\$912.48	
					Sales Tax:	\$0.00
					P.O. Total:	\$912.48
Gold Star Foods Inc.	210140	8/29/2018	9/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	4303	Relish, Sweet Packet, PPI #201908 200/9g	\$5.9100	\$29.55	
150	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs	\$8.6400	\$1,296.00	
150	case	3105	Milk White,LowFat, GS#203000 27/8oz/case	\$8.0900	\$1,213.50	

Purchase Orders - Detail

9/7/2018 9:23:45 AM

Fullerton School District

Show all data where the Order Date is between 8/17/2018 and 9/6/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210140	8/29/2018	9/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	cs	4314	Sauce,Taco, Sona Hollen #202312 500/9g.		\$9.2800	\$148.48
					Sales Tax:	\$0.00
					P.O. Total:	\$2,687.53
Gold Star Foods Inc.	210141	8/29/2018	9/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
70	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.		\$38.7000	\$2,709.00
39	case	56018	Turkey & Gravy,Jennie-O 4/7#/case, GS#400984		\$52.1100	\$2,032.29
10	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184		\$58.2900	\$582.90
43	case	56115	Brownie,WG, GS#400042, 20thC#772A20W 144/2oz		\$52.3400	\$2,250.62
59	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case		\$26.7200	\$1,576.48
65	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz		\$47.4300	\$3,082.95
					Sales Tax:	\$0.00
					P.O. Total:	\$12,234.24
Gold Star Foods Inc.	210142	8/29/2018	9/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
56	case	30348	Biscuit, Honey WW 105/cs GS#133905		\$15.0400	\$842.24
					Sales Tax:	\$0.00
					P.O. Total:	\$842.24
Gold Star Foods Inc.	210144	8/29/2018	9/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
25	cs	1	Jelly Cup, Assort #208591 /200		\$8.5100	\$212.75
					Sales Tax:	\$0.00
					P.O. Total:	\$212.75
Gold Star Foods Inc.	210147	8/29/2018	9/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
67	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.		\$38.7000	\$2,592.90
44	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$50.3700	\$2,216.28
21	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs		\$37.4000	\$785.40
					Sales Tax:	\$0.00
					P.O. Total:	\$5,594.58
Gold Star Foods Inc.	210151	8/30/2018	9/4/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
37	case	380113	Dinner Meal, Energizer GS#240272 30ct		\$62.4100	\$2,309.17
					Sales Tax:	\$0.00
					P.O. Total:	\$2,309.17
Gold Star Foods Inc.	210153	8/30/2018	9/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
96	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701		\$13.7800	\$1,322.88
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs		\$32.8700	\$1,183.32
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$32.8700	\$1,774.98
75	case	4339	Dressing,F/F ButtrmkRch#201890 200/12g PPI 001H810		\$8.8600	\$664.50
					Sales Tax:	\$0.00
					P.O. Total:	\$4,945.68
Gold Star Foods Inc.	210154	9/4/2018	9/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	cs	1	BBQ Sauce #405469 Red Gold 250 1 oz		\$25.3600	\$1,014.40

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 8/17/2018 and 9/6/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210154	9/4/2018	9/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$1,014.40
Gold Star Foods Inc.	210155	9/6/2018	9/11/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	8006	Shell Taco,6" GS#203043 200ct		\$21.4900	\$214.90
					Sales Tax:	\$0.00
					P.O. Total:	\$214.90
Gold Star Foods Inc.	210156	9/6/2018	10/16/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
37	cs	1	Cookie, Pumpkin IW #200602 160/cs		\$36.4700	\$1,349.39
					Sales Tax:	\$0.00
					P.O. Total:	\$1,349.39
Gold Star Foods Inc.	210157	9/6/2018	11/6/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
37	cs	1	Cookie, Turkey Spice IW #200596 160/cs		\$36.6900	\$1,357.53
					Sales Tax:	\$0.00
					P.O. Total:	\$1,357.53
					Vendor Total:	\$51,300.79
						^
P & R Paper Supply Company, Inc.	210116	8/17/2018	8/22/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$39.9000	\$319.20
3	case	84008	Cup, 1oz. Souffle, Plastic #SOL-P100N 2500/cs		\$40.4100	\$121.23
3	case	84508	Lid, 1 oz. Plastic #SOL-PL1 44.30 5M/cs		\$32.0600	\$96.18
120	each	80024	Knife, Safety Utility, Lizard CSP-LZ-S 6/box		\$3.7917	\$455.00
					Sales Tax:	\$60.00
					P.O. Total:	\$1,051.61
P & R Paper Supply Company, Inc.	210117	8/17/2018	10/22/2018	8/22/2018		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #CW182		\$21.9400	\$43.88
2	case	84003	Cup, 2 oz Souffle plastic Solo #B200 2500/case		\$22.0000	\$44.00
2	case	84503	Lid, 2 oz Solo #PL2 2500/case		\$32.0600	\$64.12
2	case	84008	Cup, 1oz. Souffle, Plastic #SOL-P100N 2500/cs		\$40.4100	\$80.82
2	case	84508	Lid, 1 oz. Plastic #SOL-PL1 44.30 5M/cs		\$29.3700	\$58.74
20	BOX	88302	Pan Liner,Paper Prchmnt PAT2405161 16X24 1M/cs		\$27.0000	\$540.00
					Sales Tax:	\$41.85
					P.O. Total:	\$873.41
P & R Paper Supply Company, Inc.	210118	8/17/2018	8/22/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	80105	Stirrer, Plastic 5.5" Blk GOL37511 10/1M/cs		\$8.9500	\$8.95
					Sales Tax:	\$0.00
					P.O. Total:	\$8.95
P & R Paper Supply Company, Inc.	210126	8/22/2018	8/29/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	81102	Bag Bun pan 10x14 ELK-BOR1014HD 1000/cs		\$17.3800	\$52.14

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 8/17/2018 and 9/6/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	210126	8/22/2018	8/29/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
				Sales Tax:		\$0.00
				P.O. Total:		\$52.14
P & R Paper Supply Company, Inc.	210136	8/28/2018	9/5/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	84607	Lid 4 oz plastic souffle Solo-PL4 25/100/case		\$53.1100	\$53.11
1	case	84007	Cup plastic 4 oz souffle Solo-P400 10/250/case		\$60.6500	\$60.65
15	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$8.9500	\$134.25
2	ROLL	87103	Film 12x12 Vinyl perf sheets Anchor E151212		\$14.5900	\$29.18
				Sales Tax:		\$10.40
				P.O. Total:		\$287.59
P & R Paper Supply Company, Inc.	210137	8/28/2018	9/5/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	84315	Cup, 12 oz Tall Clear FINE LINE 412-CL 20/25/cs		\$64.8000	\$64.80
				Sales Tax:		\$0.00
				P.O. Total:		\$64.80
P & R Paper Supply Company, Inc.	210148	8/30/2018	9/5/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	cs	1	Hoagie Container 9", PCA-YC18-1049		\$43.7300	\$43.73
				Sales Tax:		\$0.00
				P.O. Total:		\$43.73
P & R Paper Supply Company, Inc.	210152	8/30/2018	9/5/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS		\$49.8500	\$249.25
3	case	82003	Fork Wh Plastic Med Wt NTR-3640 1000/case		\$7.2900	\$21.87
1	case	88101	Napkin, LowFold Tidynap#NAT-01255 32/250/case		\$30.2600	\$30.26
				Sales Tax:		\$0.00
				P.O. Total:		\$301.38
				Vendor Total:		\$2,683.61
Form Plastics	210119	8/20/2018	9/5/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
152	case	86213	Tray 3 1/2x3 1/2, 1350/case Part#5010-128500		\$38.8000	\$5,897.60
10	case	87001	Film 7 1/8" x 5100' 985CV 1roll/cs		\$290.8200	\$2,908.20
				Sales Tax:		\$0.00
				P.O. Total:		\$8,805.80
				Vendor Total:		\$8,805.80
Action Sales	210128	8/23/2018	8/23/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	ea	KCCF073WS	Chest Freezer Kelvinator		\$520.0000	\$2,080.00
1	ea	Delivery	Delivery		\$100.0000	\$100.00
				Sales Tax:		\$168.95
				P.O. Total:		\$2,348.95

Purchase Orders - Detail

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Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$2,348.95
ProGuard Service and Solutions	210135	8/28/2018	9/12/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	case	70018	Soap Pot & Pan 4/1gal. #8000341	\$85.3400	\$2,560.20	
Sales Tax:						\$198.42
P.O. Total:						\$2,758.62
Vendor Total:						\$2,758.62
Crown Lift Trucks	210122	8/21/2018	8/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Safety Switch	\$500.0000	\$500.00	
Sales Tax:						\$0.00
P.O. Total:						\$500.00
Crown Lift Trucks	210138	8/29/2018	8/29/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Replace control lever	\$2,000.0000	\$2,000.00	
Sales Tax:						\$0.00
P.O. Total:						\$2,000.00
Vendor Total:						\$2,500.00
U.S. Foodservice, Inc.	210149	8/30/2018	9/5/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	case	4203	Relish, Sweet Pickle USF#3412391 4/1gal/case	\$35.8900	\$35.89	
23	case	30215	Chicken, Breast Meat USF#8867665 2/5LB Patuxent	\$36.0400	\$828.92	
Sales Tax:						\$0.00
P.O. Total:						\$864.81
U.S. Foodservice, Inc.	210150	8/30/2018	9/5/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	case	10136	Dressing,Ranch USF#3415007 4/1gal./case	\$36.9800	\$36.98	
Sales Tax:						\$0.00
P.O. Total:						\$36.98
Vendor Total:						\$901.79
Downtown Ford Sales	210121	8/20/2018	12/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	ea	FORD F650	Ford F650 Regular Cab Gas Cab/Chasis	\$42,711.0000	\$85,422.00	
2	ea	1	Change to 230" WB/156" CA	\$576.0000	\$1,152.00	
2	ea	2	Upgrade to 60 Gallon Fuel Tank	\$248.0000	\$496.00	
2	ea	3	Backup Alarm	\$125.0000	\$250.00	
2	ea	4	Rear Shock Absorbers	\$162.0000	\$324.00	
2	ea	5	Upfitter Switches	\$125.0000	\$250.00	
2	ea	6	Marathon 20' Aluminum Van Body with Palfinger	\$23,151.0000	\$46,302.00	

Purchase Orders - Detail

Fullerton School District

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Show all data where the Order Date is between 8/17/2018 and 9/6/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Downtown Ford Sales	210121	8/20/2018	12/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	ea	7	Document Fee	\$80.0000	\$160.00	
1	ea	8	CA Tire Tax	\$21.0000	\$21.00	
Sales Tax:						\$10,412.61
P.O. Total:						\$144,789.61
Vendor Total:						\$144,789.61

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Health-e Pro	210129	8/23/2018	8/23/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Health-e Meal Planner Admin License (Deluxe)	\$3,564.0000	\$3,564.00	
20	ea	2	School Site License	\$95.0000	\$1,900.00	
1	ea	3	Pricing Data Entry for ingredients in recipes	\$295.0000	\$295.00	
1	ea	4	10% Annual Discount with 3 year agreement	(\$546.4000)	(\$546.40)	
1	ea	5	Less: payment to Inv# 3332 for 18-19	\$2,601.0000)	(\$2,601.00)	
Sales Tax:						\$0.00
P.O. Total:						\$2,611.60
Vendor Total:						\$2,611.60

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Ener-G Foods, Inc.	210134	8/28/2018	9/5/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	cs	1	Hot Dog Bun, Tapioca, 6pkg/cs	\$21.5520	\$86.21	
12	cs	1	Hamburger Bun, Tapioca 6pkg/cs	\$21.5520	\$258.62	
1	ea	1	Freight Charge	\$11.9500	\$11.95	
Sales Tax:						\$0.00
P.O. Total:						\$356.78
Vendor Total:						\$356.78

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
CCP Industries Inc.	210124	8/22/2018	8/29/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	80028	Towels, Terry White 20"x40" 5# 5doz./cs	\$60.0000	\$360.00	
1	ea	1	Freight and Handling Charges	\$186.4600	\$186.46	
Sales Tax:						\$27.90
P.O. Total:						\$574.36
Vendor Total:						\$574.36

GRAND TOTAL \$ 221,315.88
(NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: September 25, 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 117814 THROUGH 118059 FOR THE 2018/2019 SCHOOL YEAR

Background: Board approval is requested for warrants 117814 through 118059 for the 2018/2019 school year totaling \$1,670,597.85. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$1,544,158.86
12	Child Development	20,766.17
25	Capital Facilities	66,861.96
40	Special Reserve	6,765.00
68	Workers' Compensation	21,910.61
81	Property/Liability Insurance	<u>10,135.25</u>
	Total	\$1,670,597.85

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 117814 through 118059 for the 2018/2019 school year.

RC:MG:gs

CONSENT ITEM

DATE: September 25, 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 12986 THROUGH 13077 FOR THE 2018/2019 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 12986 through 13077 for the 2018/2019 school year.

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

Funding: The amount not to exceed \$158,132.20 is from Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 12986 through 13077 for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

DATE: September 25, 2018
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
PREPARED BY: Carmen Serna, Executive Assistant, Superintendent's Office
SUBJECT: APPROVE ORDER AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND NATIONAL CENEMEDIA FOR MOVIE THEATER MARKETING CAMPAIGN

Background: The Board of Trustees has expressed interest in increasing public communication with parents and the community on the services and programs in our schools. The proposed board item on the Movie Theater Marketing Campaign will feature a Dream Big video spot and poster at local theaters and will provide the community and parents insight into Dream Big, a new initiative to strengthen personalized learning in the District. Dream Big works to implement Board Goal #1 by helping students identify interests, map educational pathways, and provide guidance to students about school to career options. The initial movie theater marketing will highlight the innovation and accomplishments of FSD students and will include a 30 second spot and a physical display in the movie theater lobby that will run for sixteen weeks.

The movie theater campaign will serve as an enrollment campaign highlighting our Dream Big Initiative through marketing at the AMC movie theater in Fullerton and two Edwards theaters in Brea. NCM is the company responsible for the movie theater advertising. The full package will run at the Fullerton AMC 20, Brea Edwards 12 East, and Brea Edwards 10 West. The District qualifies for bundled cost for the campaign to run for 16 weeks. The 16-week marketing campaign includes a 30 second spot aired 1,176 times on 42 movie screens reaching an audience of over 600,000 people and a large poster/standee in the movie theater lobby at the AMC Fullerton.

Rationale: Fullerton School District is committed innovative methods for public relations and a movie theater marketing campaign is able to reach new and large audiences while showcasing the District. The FSD movie theater marketing campaign will run during a busy season at the movie theaters and will reach an expanded and captive audience.

Funding: Cost of \$19,200 to be paid from Superintendent's budgets 526 and 527.

Recommendation: Approve Order Agreement between Fullerton School District and National CineMedia for Movie Theatre Marketing Campaign.

RP:cs
Attachment

In-Theater Advertising Proposal
Prepared for Fullerton School District
Created for Pam Chow

December 2018 16 Week Campaign



September 06, 2018
Created by Ben Belton
Email: Ben.Belton@ncm.com
Phone: +1 (818) 568-7300
Fax:

Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information Fullerton School District 1401 W Valencia Dr, Fullerton, CA 92833 Phone: (714) 447-7480 Fax: Pam Chow	Billing Information Fullerton School District 1401 W Valencia Dr, Fullerton, CA 92833 Phone: (714) 447-7480 Fax: Pam Chow	Account Director Information Acct. Dir.: Ben Belton Phone: +1 (818) 568-7300 Fax: Email: Ben.Belton@ncm.com
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Order: ORD-1809-00215 **Type:** New

Scenario 1

Seg 2

Start: 11/30/2018 **End:** 3/21/2019

Weeks: 16.00 **Weight:** Best Available **Duration/Units:** 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
462575	RGL1028	Brea 22 East	Brea, California	12	\$22.58	\$4,335.49
462575	RGL1029	Brea 22 West	Brea, California	10	\$22.58	\$3,612.91
462575	AMC0248	Fullerton 20**	Fullerton, California	20	\$27.66	\$8,851.60

Lobby Standees -3'x5'

Start: 11/30/2018 **End:** 3/21/2019

Weeks: 16.00 **Weight:** Best Available **Duration/Units:** 1 units

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
462576	AMC0248	Fullerton 20**	Fullerton, California	20	\$150.00	\$2,400.00

Seg 2 placement subject to availability; spots may run in Seg 3 in locations where Seg 2 inventory is unavailable

Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

Payment	Comments & Special Instructions:	Total Media
Payment Terms: Monthly		\$19,200.00
Payment Method: Check		Media Services \$0.00
		Creative Services \$0.00
		Other Services \$0.00
P.O. Number:		Total Due \$19,200.00

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Advertiser Name/Title: _____ Date: _____ National CineMedia, LLC Date: _____

Order Number: ORD-1809-00215			
A	B	C	F
		D	E
Logged	Scheduled	Creative Approved	Posted
		Credit Approved	Audit



Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

NATIONAL CINEMEDIA, LLC ADVERTISING REGIONAL INSERTION ORDER AND AGREEMENT Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

- 1. NCM Services.** Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.
- 2. In-Theatre Advertising.** All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser.
- 3. Internet and Online Advertising.** The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "IAB Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.
- 4. Fees and Payment.** Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.
- 5. Advertiser Obligations.** In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 business days in advance but not more than 20 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).
- 6. Content.**
 - 6.1 Advertiser Content.** All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com>. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.
 - 6.2 NCM Content.** All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.
- 7. Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("Promotional Materials") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".
- 8. Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and

Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days' notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Arapahoe County, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder.



Billing Acknowledgement

To be completed by the Client's accounts payable/accounting department

Client Name:	Fullerton School District
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

Order Number:	ORD-1809-00215
Billing Frequency Requested:	Monthly Installments <i>PLEASE NOTE: Online advertising is billed based on the number of actual monthly impressions and <u>cannot</u> be billed in equal monthly installments.</i>

Purchase Order number to be referenced (when applicable):

Check this box if you would like to receive electronic invoices:

*Other Billing Instructions:

Creative Production Order Form

Advertiser Information Fullerton School District 1401 W Valencia Dr, Fullerton, CA 92833 Phone: (714) 447-7480 Fax: Pam Chow	Billing Information Fullerton School District 1401 W Valencia Dr, Fullerton, CA 92833 Phone: (714) 447-7480 Fax: Pam Chow	Account Director: Ben Belton Phone: +1 (818) 568-7300 Fax: Email: Ben.Belton@ncm.com
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Order: ORD-1809-00215 **Type:** New

Creative Name: December 2018 16 Week Campaign Creative **462575**

Start Date: 11/30/2018

Ratings: G, PG, PG-13, R

Notes / Special Instructions:

Media Services:

Description	Fee
Ad Provided by Client	\$0.00

Media Services SubTotal: \$0.00

Creative Services:

Description	Fee

Creative Services SubTotal: \$0.00

Creative Name: December 2018 16 Week Campaign Standee Creative **462576**

Start Date: 11/30/2018

Ratings: G, PG, PG-13, R

Notes / Special Instructions:

Media Services:

Description	Fee
Ad Provided by Client	\$0.00

Media Services SubTotal: \$0.00

Creative Services:

Description	Fee

Creative Services SubTotal: \$0.00

Creative Production Order Form

Page 2

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:
National CineMedia
Attention: Sales Operations
6300 South Syracuse Way, Suite 300
Centennial, Colorado 80111

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

CONSENT ITEM

DATE: September 25, 2018
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
PREPARED BY: Carmen Serna, Executive Assistant, Superintendent's Office
SUBJECT: APPROVE WRITE BRAIN ALL INCLUSIVE PUBLISHED AUTHORS PACKAGE

Background: Write Brain books inspires students of all ages to use their imaginations and create their own stories, which they record by hand in richly illustrated books. Teachers go through formal training to learn how to integrate the Write Brain curricula and lesson plans to ensure that students develop and master new literacy skills and increase their enthusiasm for writing. Each book comprises colorful and sequential images that connect to literally paint a visual narrative. Students discover their own creativity by learning the craft of writing and the art of storytelling. The final stage of the process takes each writer to the keyboard to upload his/her story into a book builder.

Each child becomes a published author. Our INNOVATIVE & INSPIRED school day curricula and afterschool programs provide opportunities for educators to motivate, engage and excite literally every type of learner.

Rationale: The standards-aligned, CA ELA/ELD framework-aligned curriculum is an ideal supplemental programming the core literacy program the District is already implementing. It meets the needs of students K-8th grade with any learning style and especially successful with English Learners. Young people gain confidence and self-esteem when they are invited to give their unique interpretation. The supplemental or core curriculum comprises in-depth, standards aligned, narrative and creative writing lesson plans and activities. Students write collaboratively and independently in an exciting Project-Based Learning experience that ignites self-expression and inventive storytelling, while developing vital 21st Century skills.

Funding: Cost of \$19,821 to be paid from Superintendent's budget #527.

Recommendation: Approve Write Brain all-inclusive published authors package.

RP:cs
Attachment



WRITE BRAIN BOOKS

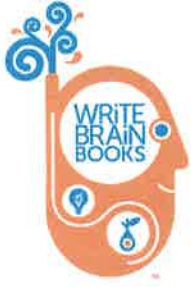
CCSS
ELA/ELD Framework
TEKS
LAFS
ALIGNED

**YOU CAN BEGIN AT ANY TIME FOR AN IMPLEMENTATION CYCLE
RUNNING ANYWHERE FROM
A FULL SEMESTER
TO A FULL SCHOOL YEAR.**

Fullerton School District Purchase Quote

WRITE BRAIN WORLD
554 North Larchmont Blvd
Los Angeles, California, 90004
855.WB.WORLD
info@WriteBrainWorld.com

WriteBrainBooks   



Fullerton School District Purchase Quote

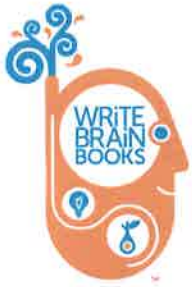
204 Students

WRITE BRAIN ALL-INCLUSIVE PUBLISHED AUTHORS PROGRAM PACKAGE

WRITE BRAIN WORLD
554 North Larchmont Blvd
Los Angeles, California, 90004
8 5 5 . W B . W O R L D
info@WriteBrainWorld.com

Prepared for Pam Chow
pam_chow@myfsd.org

WriteBrainBooks   



Items	Price Per Student	Quantity	Fullerton Partner Discount	Discounted Price Per Student	Fullerton Sales Tax	Total
<p>All-Inclusive Program Package - In School - Hardcover</p> <p>(Includes all WBB high-quality materials for 20 students, hardcopies of curriculum guides for desired grade levels, and ALL PUBLISHED student authored hardcover and softcover books)</p> <p>REGULAR PRICE PER STUDENT: \$94.95 DISCOUNTED PRICE PER STUDENT: \$90.20 PLEASE SEE NEXT PAGE FOR LIST OF PACKAGE CONTENTS</p>	\$94.95	200	8%	\$90.20	7.75%	\$18,825
<p>5 Student Add-On</p> <p>This All-Inclusive Published Authors Package for 5 students is available ONLY AS AN ADD ON to the package for 20 students. Includes all high-quality materials, and all published group and individual books created by 5 students.</p> <p>FREE (Value: \$350)</p>	\$350	1	100%	\$0	0%	\$0
<p>Journal Jam</p> <p>This program offers approaches and ideas for facilitating engaging and organic daily reflection through short-form writing bursts that explode onto the pages of journals your students will keep for a lifetime. With over 50 thoughtful, fun and inspired prompts, students identify their feelings and thoughts in a non-threatening process that helps them make connections to their life experience.</p> <p>Includes:</p> <ul style="list-style-type: none"> Printed full-color program guide <p>REGULAR PRICE: \$10 (per student) FREE Value: (\$2,000)</p>	\$10	204	100%	\$0	0%	\$0
Publishing Code Credit	-\$640	1	0%	\$0	0%	-\$640



Fullerton School District Special:

Additional set of 20 illustrated Story Mats in each package for dual language writing, family engagement, mentorship, or staff team-building activities
 Regular Price: \$49 - **FREE (Value: \$490)**

Downloadable PDF of "Additional Activities & Excursions" Supplement

Regular Price: \$299 - **FREE**

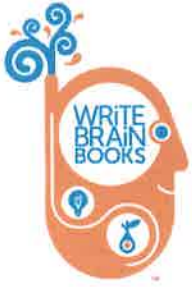
Bright and beautiful C12 Wheel Poster to hang on site
 (360° value system of vital competencies which can be incorporated into the learning process alongside any and all lesson plans, activities, and existing methodologies)

Regular Price: \$10 - **FREE (Value: \$100)**

****Upgrade all individually-authored published books to hardcover with dust jacket for only \$10 per student. Just let us know and we will revise your quote/invoice!****

Shipping & Handling (per package) <i>(10% per package for shipping of all class materials and ALL STUDENT-AUTHORED PUBLISHED BOOKS)</i>	\$189	10	15%	\$173.88	0%	\$1,606
5 Student Add-On Shipping <i>(10% per package for shipping of all class materials and all student-authored published books)</i>	\$35	1	15%	\$32	0%	\$30
Grand Total for 204 Students						\$19,821

[PLEASE SEE NEXT PAGE FOR LIST OF CLASS PACKAGE CONTENTS](#)



All-Inclusive Published Authors Program Package

- Samples of WRiTE BRAiN published books written by young authors (to inspire your students with what's to come)
- WRiTE BRAiN Curriculum/Facilitator Guide of desired grade level (structured lesson plans & activities, educator& student resources, etc.)
- ONE PRINTED GUIDE PER PACKAGE
- Hardcopies of all vocabulary word banks, graphic organizers, worksheets, and reference tools for easy printing and distribution to students
- Colorfully illustrated, wordless books: one book for each group of students to write collaboratively (five students per group)
- AND one book for each student to author independently
- Links to interactive student-authored digital books
- WRiTE BRAiN Story Mats – vibrant & colorful, 11x17 art posters with inspiring prompts for exciting writing experiences within lesson plans
- WRiTE BRAiN Story Builder Cards - double-sided, illustrated, large format flash cards with engaging writing games for groups & individual students
- Official WRiTE BRAiN Author Certificates for all students
- Stunning, professionally published copies of students' co-authored group books for you to donate to your school library, public library, local hospital, shelter, etc. (one published copy per group)
- Published copies of all individually authored books. (one book per student)
- Model book for educator.
- Lead-free pencils
- Immediate support from our team, as you need it!

To receive applicable discounts, all orders included on this quote must be received at the same time.

To place an order, please submit your organization's required purchase order. An invoice will be sent upon receipt of your purchase order. If your organization does *not* require a purchase order, simply contact us for assistance with placing your order. Payment is due net 30 days from the invoice date. (Please let us know if you will need an extension.)

PO Contact: Stacy Crespi

Phone: 323-940-1390.

Mail: 554 N Larchmont Blvd., Los Angeles, CA 90004

Fax: 323-900-0304

Email: stacy@writebrainworld.com

Reach out to us at 855.WB.WORLD for any reason at all.

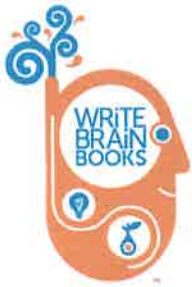
This quote is valid for 30 days. Alterations to this quote won't be honored without WRiTE BRAiN approval.

Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Any applied tax has been estimated and is subject to change without notice. Unless you provide WRiTE BRAiN with a valid and

WRiTE BRAiN WORLD

554 North Larchmont Blvd
Los Angeles, California, 90004
8 5 5 . W B . W O R L D
info@WriteBrainWorld.com

Prepared for Pam Chow
pam_chow@myfsd.org



correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. THANK YOU.

WRITE BRAIN WORLD
554 North Larchmont Blvd
Los Angeles, California, 90004
8 5 5 . W B . W O R L D
info@WriteBrainWorld.com

Prepared for Pam Chow
pam_chow@myfsd.org

WriteBrainBooks   

CONSENT ITEM

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammit, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE RECOMMENDATION FROM COMMITTEE ON ASSIGNMENTS FOR 2018/2019

Background: Education Code Section 44258.7(c) and (d) allows a full-time credentialed teacher with special skills and preparation outside his/her credential authorization to be assigned to teach in an 'elective' area of his or her special skills in a full-time assignment, provided the assignment is approved by the local Committee on Assignments. As delineated in the same Education Code, composition of the Committee on Assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

Rationale: Approving the recommendation made by the Committee on Assignments will allow the District to staff classes as expeditiously as possible while adhering to State requirements for teaching assignments.

The Board of Trustees is required to adopt the "Declaration of Need for Fully Qualified Educators" at a public meeting certifying that there may be an insufficient number of certificated persons who meet the District's specific employment criteria for identified positions. The completed Declaration is filed with the Commission on Teacher Credentialing and permits the District to obtain short-term certifications as needed during the school year.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve recommendation from Committee on Assignments for 2018/2019 school year.

CH:nm
Attachment

Committee on Assignments
Recommendation

The Committee on Assignments hereby submits the recommendations below for Board approval during the 2018/2019 school year.

Assignment	Teacher	School	Rationale	
Needle Craft (elective)	Ruth Gaer	Parks Jr. High	To provide junior high students an alternative elective; one assignment requires students to knit blankets/hats for newborns at St. Jude's Hospital	<input type="checkbox"/> Approve <input type="checkbox"/> Deny

Presented to the Board of Trustees on September 25, 2018:

Beverly Berryman
President

Chris Thompson
Clerk

CONSENT ITEM

DATE: September 25, 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/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MURALS FOR SCHOOLS FOR COMPLETED EXTERIOR ARTWORK**

Background: Woodcrest Elementary is part of the PBIS Sustainability Group. As a school that has been part of PBIS for the last seven years, Woodcrest is always looking for ways to bring ideas to promote this program, as well as to motivate students to do their best. This year, Woodcrest School's goal is to become an AVID school with a focus on college and career promotion and increasing students' awareness of both PBIS and AVID. Working toward those goals, a mural that exemplifies both PBIS schoolwide expectations and AVID college promotion has been created.

Rationale: This mural will serve as a constant reminder to students, staff, and families of the school's commitment to both PBIS and AVID in a beautiful and artistic way. The mural is an embodiment of the things that Woodcrest Elementary stands for. In addition, the mural adds a level of curb appeal and makes the campus more inviting. Tables will be added at a future date so that the outdoor learning space is more appealing for students.

Funding: The total cost is not to exceed \$6,990. ASB will pay \$4,000, and \$2,990 will be paid from discretionary site funds.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Murals for Schools for completed exterior artwork.

RC:MM:gs
Attachment

2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Murals for Schools**

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 **painting and design work installation of a mural at Woodcrest Elementary School**

hereinafter referred to as "Services."

2. **Term.** Services were begun August 14, 2018, and completed August 17, 2018.

3. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Six thousand nine hundred Dollars (\$6,990.00)**. District shall pay Contractor according to the following terms and conditions:

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: **N/A**

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 uncopied 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 shall 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:
Murals for Schools
16802 Stonehaven Circle
Huntington Beach, CA 92649

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 September 2018.

FULLERTON SCHOOL DISTRICT

Murals for Schools

(Contractor Name)

By: _____
(Signature)

By: _____
(Signature)

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

(Title) _____

On File _____
Taxpayer Identification Number

CONSENT ITEM

DATE: September 25, 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 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND ADVTECH ENVIRONMENTAL, INC., FOR WORK AS REQUIRED BY THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD, EFFECTIVE SEPTEMBER 25, 2018 THROUGH JUNE 30, 2019

Background: As a result of the removal of a leaky underground storage tank in 1988, the District engaged in groundwater monitoring and reporting. This monitoring indicated a need for soil remediation beginning in 2010. In the fall of 2012, after more than two years of soil remediation work, the low quantities of contaminants being removed led the Santa Ana Regional Water Quality Control Board (SARWQCB) to direct the District to conduct a new soil analysis. In July of 2018, the SARWQCB determined the gasoline contamination in soil and/or groundwater beneath the site appeared to have been adequately assessed and mitigated and that the environmental case closure might be appropriate at this time. The District will contract with ADvTECH Environmental, Inc., a qualified firm that provides a competitive fee schedule.

Rationale: The SARWQCB requires the District to engage in the Well Destruction Program, in accordance with the guidance set forth in the California State Leaking Underground Storage Tank Program, and in conjunction with our understanding of ongoing communications between the District and the SARWQCB.

Funding: The cost for these services from the Routine Maintenance Fund is not to exceed \$32,850. The District is currently a claimant on the State Underground Storage Tank Cleanup Fund and anticipates being reimbursed for the majority of the costs associated with this closure.

Recommendation: Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for work as required by the Santa Ana Regional Water Quality Control Board, effective September 25, 2018 through June 30, 2019.

RC:SS:mm
Attachment

2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **ADvTech Environmental, Inc.**, 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. **Destruction of vapor and groundwater monitoring wells as described in CONTRACTOR's Proposal dated March 21, 2018**, hereinafter referred to as "Services". See Attachment "A". Services shall be provided by **Michael Shiang**.

2. Term. Contractor shall commence providing Services under this Agreement on **September 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 **Thirty-two Thousand, Eight Hundred and Fifty Dollars (\$32,850.00)**. 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 shall 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
Attn: Robert R. Coghlan, Ph.D.,

Contractor:
ADvTech Environmental, Inc.
632 South Azusa Avenue
West Covina, CA 91791
Attn: Michael E. Shiang

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 September, 2018.

FULLERTON SCHOOL DISTRICT

AdvTech Environmental, Inc.
(Contractor Name)

By: _____
(Signature)

By: _____
(Signature)

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

Michael E. Shiang
(Typed Name, Title)

On File
Taxpayer Identification Number



March 21, 2018

Fullerton School District
1401 W. Valencia Drive
Fullerton, CA

Attention: Maryanne May
Scott Schlabsz

Subject: Destruction of Monitoring and Vapor Wells
Fullerton District, Maintenance & Operation Department

Dear Ms. May:

As a follow-up to your email request, attached herein is a summary and cost estimate for work tasks for the destruction of vapor and groundwater monitoring wells at the subject property. These work tasks are for the purposes of site closure, as per the District's on-going communications with the State of California, Regional Water Quality Control Board, Santa Ana Region (SA-RWQCB). The Well Destruction Program is being performed in accordance with the guidance set forth in the CA State Leaking Underground Storage Tank Program, and in conjunction with our understanding of on-going communications between the District and the SA-RWQCB.

Project Task Activities

Task I. Well-Destruction – Groundwater Wells

The following activities associated with this Task I are as follows:

- A. Develop Work Plan for Well Destruction;
- B. Retain Certified Well Driller for Well Destruction/Abandonment (C-57 licensed);
- C. Apply for Permits for Well Destruction/Property Restoration;
- D. Conduct Destruction of Monitoring Wells;
- E. Well Destruction Report and Documentation;
- F. Health & Safety/Expenses/Mobilization; and
- G. Meetings, Agency Correspondence and Project Management.

Task II. Destruction and Removal Vapor Well System

These tasks will be conducted concurrently with Task I activities. The breakdown is for purposes of costing this activity.

- A. Demolition and Site Restoration Contractor;
- B. Permits for Well Removal/Destruction, as needed; and
- C. Reporting and Site Restoration Documentation.



The work plan will address the proposed activities for the destruction of all wells at the Districts' site. The destruction of these wells will either be by pressure grouting/sealing of the wells, or by over-reaming of all original well material and sealing the open nominal hole. The methodology will be decided upon in discussions with the District and SA-RWQCB, taking into account future use of the property.

All waste cutting will be retained on-site in 55-gal drums or a large roll-off bin for eventual disposal by the District. ADvTECH will assist in the coordination; however, any waste manifests will require the District representative's signature.

Upon completion of all activities, ADvTECH will prepare a summary well destruction report. This report will include a description of work performed, methodology, permits, disposal manifests, and field analytical data as necessary.

FUNDING REQUEST – PROJECT COSTS

Task No.	Description	ADvTECH		Subcontractors	Total Cost
		Labor	Expense		
I.	Well Decommissioning – Groundwater Wells Work Plan, Lab Testing, H&S, Project Management, Equipment, Permits	\$6,525	\$1,500	\$17,250	\$25,275
II.	Destruction – Removal of Vapor Wells, Vaults and Manifold, and Site Restoration Waste Disposal	1,000		\$1,000	\$2,000
II.	Reporting, and File of Permits and Records, Project Management, Geotracker	\$4,850	\$725		\$5,575
			Total Costs:		\$32,850

The total estimated cost for the proposed Scope of Work is **\$32,850**. This is a cost not-to-exceed. Use of funds allocated for this work will be incurred on a Time & Material basis in accordance with our Fee Schedule attached hereto. Services and cost estimates for the C-57 licensed drilling subcontractor are based on the prevailing wage structure. This is an estimate of costs; however, should unusual circumstances arise as identified by ADvTECH and or the District, then added funds would be requested and reviewed prior to work being performed. All activities proposed are to fulfill the District's case-closure requirements.



COST ASSUMPTIONS

- The subject wells to be destroyed are readily accessible, and a CME-750 drilling rig or Air-Knife rig will be able to set up over each location.
- A staging area for wastes and service water will be available to the drilling contractor.
- District personnel will be responsible for signatures on all *waste manifests*, if materials need to be disposed of off-site.

CLOSING

As a matter of project administration, ADvTECH is a MBE and SBE company and is committed to providing continued technically-sound and cost-effective environmental services to the District. As always, ADvTECH appreciates the opportunity to provide this cost estimate for the subject work tasks. Please do not hesitate to call me if you have any questions at (626) 339-3234.

Respectfully Submitted,
ADvTECH Environmental, Inc.

Michael E. Shiang, P.G., C.Hg.
Principal



ADvTECH ENVIRONMENTAL, INC. FEE SCHEDULE FOR SERVICES

The charges for services consist of: 1) an hourly fee for professional and support staff members; 2) reimbursement of expenses; 3) reimbursement of subcontractor's cost; and 4) use and rental charges for equipment. Bills for professional services will be submitted for payment on a monthly basis, and subcontractor invoices will be invoiced when received, unless some other arrangement has been agreed upon. Hourly rates are indicated below:

<u>TITLE</u>	<u>HOURLY RATES</u>
Principal Scientist/Engineer	\$ 145 - 195
Senior Associate Scientist/Engineer	120 - 175
Associate Senior Scientist	105 - 165
Senior Scientist/Engineer	85 - 125
Project Scientist/Engineer	75 - 105
Staff Scientist/Engineer	65 - 95
Scientist/Engineer	55 - 85
Technician	50 - 80
Word Processing/Clerical	40 - 75

INVOICING & PAYMENT: Invoices will be prepared monthly and are to be paid within 30 days of the invoice date. Subcontractor's invoices are due upon receipt. A finance charge of 1.5% per month will be charged on past due accounts.

SENIOR EXPERTS: Individuals involved in expert witness, mediation or litigation will be charged at the above stated rates times 1.5 multiplier.

SUBCONTRACTS: Subcontractor (drillers, laboratories, etc.) services and expenses will be charged at cost plus 10%.

PROJECT RELATED SUPPLIES & EQUIPMENT: All project related field supplies/equipment will be billed at a fixed unit rate, and rental equipment will be billed at cost plus 10%. These rates will be provided upon request.

RELATED EXPENSES: Charges for rental vehicles, meals, travel, and lodging will be billed at cost plus 10%. Use of personal vehicles will be billed at \$0.55/mile. A surcharge of 4% of labor for each invoice will be applied to each bill to cover costs of reproduction, phone/fax, mail, etc.

CONSENT ITEM

DATE: September 25, 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/RATIFY AGREEMENT WITH ARCHITECT 9, LLLP, FOR ARCHITECTURAL SERVICES

Background: The District plans to enter into various construction projects. The services of a licensed architect are necessary to plan projects, prepare schematics and renderings, project budgets, schedules, bid documents, specifications, architectural plans, also including the interface with the Division of the State Architect and the Office of Public School Construction to provide supervision of contractors and other tasks related to the completion of construction projects throughout the 2018/2019 fiscal year.

Rationale: District staff recommends entering into an agreement with Architecture 9, LLLP, for these services. Architecture 9 is a full-service architectural firm specializing in public works.

Funding: Services will be utilized on an as-needed basis. The total projected cost for services for each project will be approved in advance by the Assistant Superintendent of Business Services before any work commences. Costs are set at professional hourly rates as detailed Exhibit A. Cost will be paid from various District funds.

Recommendation: Approve/Ratify agreement with Architect 9, LLLP, for architectural services.

RC:SS:ys
Attachment

2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and Architecture 9, LLLP, 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 services of a licensed architect to plan projects, prepare schematics and renderings, project budgets, schedules, bid documents, specifications, architectural plans, also including the interface with the Division of the State Architect and the Office of Public School Construction to provide supervision of contractors and other tasks related to the completion of construction projects,** hereinafter referred to as “Services.”

2. Term. Contractor shall commence providing Services under this Agreement on **September 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 **hourly rates as set forth in Exhibit A**. 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 shall 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 Contractor's 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
Attn: Robert R. Coghlan, Ph.D.,
Assistant Superintendent
Business Services

Contractor:
Architecture 9, LLLP
8816 Foothill Boulevard #103-224
Rancho Cucamonga, CA 91730
Attn: Mark Gelsinger

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 September 2018.

FULLERTON SCHOOL DISTRICT

(Contractor Name)

By: _____
(Signature)

By: _____
(Signature)

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

(Title) _____

On File
Taxpayer Identification Number

EXHIBIT "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Charges for architectural, planning, interior design, drafting and support services are based on the following daily or hourly rates:

General Support Staff	\$ 35.00/hour
Project Support Staff	\$ 45.00/hour
CAD Operator	\$ 55.00/hour
Architectural Technical Staff	\$ 75.00/hour
Engineering Technical Staff	\$ 75.00/hour
Paraprofessional	\$ 75.00/hour
Senior Project Manager	\$140.00/hour
Project Manager	\$125.00/hour
Architect	\$125.00/hour
Engineer	\$125.00/hour
Architectural Illustrator	\$140.00/hour
Director of Architecture	\$140.00/hour
Director of Engineering	\$140.00/hour
Information Technology Director	\$140.00/hour
Facilities Analyst Director	\$140.00/hour
Director of Design	\$140.00/hour
Director of Construction	\$160.00/hour
Project Architect	\$160.00/hour
Project Engineer	\$160.00/hour
Vice President	\$160.00/hour
President/Chief Executive Officer	\$285.00/hour

Charges are due and payable upon receipt of the invoice.

This schedule is subject to revision with written notice.

CONSENT ITEM

DATE: September 25, 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 AS PART OF THE DISTRICTWIDE UNIT COST CONTRACT FOR THE REMOVAL OF EXISTING DAMAGED CARPET AND TILE WITH THE PREPARATION AND APPLICATION OF CARPET IN THE STEM LAB AT LAGUNA ROAD ELEMENTARY SCHOOL**

Background: On May 10, 2016, the Board of Trustees approved the award of a contract to Progressive Surface Solutions, Project No. 5-6-14491, 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 demo and removal of existing damaged carpet and tile with the application of new carpet in the STEM Lab at Laguna Road Elementary School. This project 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 amount not to exceed \$12,474.75 is from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions as part of the Districtwide Unit Cost Contract for the removal of existing damaged carpet and tile with the preparation and application of carpet in the STEM Lab at Laguna Road Elementary School.

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: Laguna Road Elementary School, 300 Laguna Road, Fullerton, CA 92835 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 25th day of September 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: Removal of damaged tile with the application Carpet in the STEM Lab of Laguna Road Elementary School, Progressive Surfacing Project No. 5-6-14491.

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 he is the Clerk of the Board of Trustees of the Fullerton (Elementary) 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: September 25, 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 AS PART OF THE DISTRICTWIDE UNIT COST CONTRACT FOR THE DEMOLITION AND INSTALLATION OF CEILING TILES, PAINT, DRYWALL, AND LIGHT FIXTURES IN THE STEM LAB AT LAGUNA ROAD ELEMENTARY SCHOOL

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 demo and removal of ceiling tiles, paint, drywall, and light fixtures, Progressive Surfacing Project No 6-1-14638. This project 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 amount not to exceed \$13,856 is from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions as part of the Districtwide Unit Cost Contract for the demolition and installation of ceiling tiles, paint, drywall, and light fixtures in the STEM Lab at Laguna Road Elementary School.

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: Laguna Road Elementary School, 300 Laguna Road, Fullerton, CA 92835 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 25th day of September 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: Application of Ceiling Tiles, Paint, Drywall and Light Fixtures in the STEM Lab of Laguna Road Elementary School, Progressive Surfacing Project No. 6-1-14638.

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 he is the Clerk of the Board of Trustees of the Fullerton (Elementary) 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: September 25, 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 KYA SERVICES, LLC, AS PART OF THE CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS), CONTRACT NUMBER 4-18-78-0089A, FOR THE PURCHASE OF SPORTS SURFACES, CARPET, SUNDRIES, AND STANDARD FLOOR PREP FOR INSTALLATION OF CLASSROOM CARPET AT NICOLAS JUNIOR HIGH SCHOOL, ROOMS 3, 18, AND 19

Background: On April 17, 2018, the Board of Trustees approved the award of a contract to The KYA Services, LLC, as part of California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A. 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. The District's Purchasing Department has considered procurement methods for the purchase of sports surfaces 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 4-18-78-0089A. This specific job is for the replacement of worn or damaged carpet. Repairs were necessary for student and staff safety, KYA Services, LLC, Project No. 1-1-14846.

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

Funding: The amount not to exceed \$18,443.04 is to be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of sports surfaces, carpet, sundries, and standard floor prep for installation of classroom carpet at Nicolas Junior High School, Rooms 3, 18, and 19.

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: Nicolas Junior High School, 1100 W Olive Avenue, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 14th day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 25th day of September 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 International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, this project of standard floor prep with the installation of carpet Classrooms 3, 18 and 19 at Nicolas Junior High School, KYA Project No.: 1-1-14846.

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 he is the Clerk of the Board of Trustees of the Fullerton (Elementary) 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: September 25, 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 KYA SERVICES, LLC, AS PART OF DISTRICT PIGGYBACK BID FOR PALO VERDE UNIFIED SCHOOL DISTRICT FOR THE PURCHASE OF MATERIALS AS PART OF THE STUDENT STEM LAB AT LAGUNA ROAD ELEMENTARY SCHOOL

Background: On November 14, 2017, the Board of Trustees approved the award of a contract to KYA Services, LLC, Project No. 1-1-14535, as part of a Piggyback Bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for the purchase of furniture systems, interior finishing materials, and exterior landscaping beautification material for Fullerton School District. This project was for the purchase of materials for the design and building of a student STEM Lab at Laguna Road Elementary School. Fullerton School District will provide a secure space where students can grow in their knowledge of science, technology, engineering, and math.

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

Funding: The amount not to exceed \$100,404 will be paid from School Site and the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of materials as part of the student STEM Lab at Laguna Road Elementary School.

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: Laguna Road Elementary School, 300 Laguna Road Fullerton, CA 92832 the contract for the doing of which was heretofore entered into on the 14th day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 25th day of September 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 International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03. This project was for the purchase of materials to create a STEM Lab for students of Laguna Road Elementary School, Project No. 1-1-14535.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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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 he is the Clerk of the Board of Trustees of the Fullerton (Elementary) 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: September 25, 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 KYA SERVICES, LLC, AS PART OF THE CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS), CONTRACT NUMBER 4-18-78-0089A, FOR THE PURCHASE OF SPORTS SURFACES, CARPET, SUNDRIES, AND STANDARD FLOOR PREP FOR INSTALLATION OF CARPET AT LAGUNA ROAD ELEMENTARY SCHOOL LIBRARY AND SCHOOL SITE OFFICES

Background: On April 17, 2018, the Board of Trustees approved the award of a contract to KYA Services, LLC, Project No. 1-1-14666, as part of California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A. 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. The District's Purchasing Department has considered procurement methods for the purchase of sports surfaces 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 4-18-78-0089A. This specific job was for the replacement of worn or damaged carpet.

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

Funding: The amount not to exceed \$20,473.71 is to be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of sports surfaces, carpet, sundries, and standard floor prep for installation of carpet at Laguna Road Elementary School library and school site offices.

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: Laguna Road Elementary School, 300 Laguna Road, Fullerton, CA 92835 the contract for the doing of which was heretofore entered into on the 14th day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 25th day of September 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 International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, this project of standard floor prep with the installation of carpet of the Student Library and School Site Offices at Laguna Road Elementary School, KYA Project No.: 1-1-14666.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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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 he is the Clerk of the Board of Trustees of the Fullerton (Elementary) 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: September 25, 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 KYA SERVICES, LLC, AS PART OF DISTRICT PIGGYBACK BID FOR PALO VERDE UNIFIED SCHOOL DISTRICT FOR THE PURCHASE OF HANDICAP SIGNS AND POSTS NECESSARY FOR THE DIVISION OF THE STATE (DSA) COMPLIANCE FOR ORANGETHORPE ELEMENTARY SCHOOL**

Background: On November 14, 2017, the Board of Trustees approved the award of a contract to KYA Services, LLC, Project No. 1-1-15253, as part of a Piggyback Bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03 for the purchase of furniture systems, interior finishing materials, and exterior landscaping beautification material for Fullerton School District. This project was for the purchase of handicap signs and posts necessary for the Division of the State (DSA) compliance at Orangethorpe Elementary School.

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

Funding: The amount not to exceed is \$1,300 and will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of handicap signs and posts necessary for the Division of the State (DSA) compliance for Orangethorpe Elementary School.

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: Orangethorpe Elementary School, 1400 S Brookhurst, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 14th day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 25th day of September 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 International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03. This project was for the purchase of handicap signs and post necessary for the DSA Compliance at Orangethorpe Elementary School, Project No. 1-1-15253.

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 he is the Clerk of the Board of Trustees of the Fullerton (Elementary) 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: September 25, 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 NEW DIMENSION GENERAL CONSTRUCTION AS PART OF THE UNIT PRICE CONTRACT (UPC) FOR GENERAL CONTRACTOR SERVICES TO REMOVE TWO WINDOWS, INSTALL TWO DOORWAYS AND DOORS, AND THE INSTALLATION OF NEW CARPET AND RELOCATION OF LOWER CABINETS IN THE PRINCIPAL'S OFFICE OF VALENCIA PARK ELEMENTARY SCHOOL

Background: On July 24, 2018, the Board of Trustees approved the award of a unit price contract (UPC) for general contractor services to New Dimension General Construction for services to be provided at various times throughout the school year. Currently, there is an increased need of school site repairs, installation, maintenance, and replacement work. This UPC allows the District to procure general contractor services on an as-needed basis. This particular project was for the removal of two windows, installation of two doorways and doors, and for new carpeting and relocation of lower cabinets in the principal's office at Valencia Park Elementary School.

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 amount not to exceed \$36,661.31 is from the General Fund.

Recommendation: Approve Notice of Completion for New Dimension General Construction as part of the Unit Price Contract (UPC) for general contractor services to remove two windows, install two doorways and doors, and the installation of new carpet and relocation of lower cabinets in the principal's office of Valencia Park Elementary School.

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: Valencia Park Elementary School, 3441 W Valencia Drive, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 24th day of July 2018 which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 25th day of September 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 Indemnity Company of California.; that the property hereinafter referred to and on which said improvements were made is described as follows: New Dimensions General Construction, as part of the Unit Price Contract General Contractor, FSD Project Number FSD-18-19-GF-01, this project was for the removal of two existing windows and the installation of two doors and doorways including the re-location of principals office cabinets at Valencia Park Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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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 he is the Clerk of the Board of Trustees of the Fullerton (Elementary) 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: September 25, 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 KYA SERVICES, LLC, FOR THE PURCHASE OF MATERIALS TO REPAIR, UPGRADE, AND CREATE A NEW DANCE CLASSROOM FLOOR AT NICOLAS JUNIOR HIGH SCHOOL**

Background: KYA Services, LLC, Project No. 1-1-15060, was for the purchase of materials necessary to repair and upgrade a classroom in order to create a student-safe dance and entertainment space to help promote student creativity and interaction through dance and exercise in a safe and secure space for students at Nicolas Junior High School.

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

Funding: The amount not to exceed \$58,874.40 is to be paid from the Special Reserve Fund for Capital Outlay Projects.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of materials to repair, upgrade, and create a new dance classroom floor at Nicolas Junior High School.

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: Nicolas Junior High School, 1100 W Olive Avenue, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 14th day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 25th day of September 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 International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: This project was for the purchase of materials needed to create a student dance and entertainment classroom to help promote student interaction and creativity though dance at Nicolas Junior High School, Project No. 1-1-15060.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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STATE OF CALIFORNIA
COUNTY OF ORANGE

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Notary Public in and for said County and State

CONSENT ITEM

DATE: September 25, 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 FOR THE PURCHASE, LEASE, RELOCATION, DISMANTLING, AND REMOVAL OF DIVISION OF STATE ARCHITECT (DSA) APPROVED PORTABLE BUILDINGS FROM ELITE MODULAR LEASING AND SALES, INC., FROM SAVANNA SCHOOL DISTRICT AWARD BID SSPU #40-09/2016-17 THROUGH JANUARY 16, 2019

Background: The Savanna School District has awarded a piggybackable bid for the purchase, lease, relocation, dismantling, and removal of Division of State Architect (DSA) Approved Portable Buildings to Elite Modular Leasing and Sales, Inc. District could use this piggybackable for future needs on an as-needed basis for purchase, lease, relocation, dismantling, and removal of portable buildings Districtwide through January 16, 2019.

District staff has determined that the contract awarded to Elite Modular Leasing and Sales, Inc., by the Savanna School District meets the needs of Fullerton School District.

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 bid will allow the District to utilize cost-effective means of purchasing modular buildings as required throughout the District.

Funding: The total amount not to exceed \$500,000 is from the General Fund.

Recommendation: Approve piggyback bid for the purchase, lease, relocation, dismantling, and removal of Division of State Architect (DSA) approved portable buildings from Elite Modular Leasing and Sales, Inc., from Savanna School District Award Bid SSPU #40-09/2016-17 through January 16, 2019.

RC:MM:gs

CONSENT ITEM

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Rossana Fonseca, Coordinator, Educational Services
SUBJECT: **APPROVE WORDS ALIVE PARENT ENGAGEMENT PROGRAM AGREEMENT EFFECTIVE SEPTEMBER 26, 2018 THROUGH MAY 31, 2019**

Background: Research shows that teaching children reading proficiency before third grade is instrumental in ensuring their success as readers in the future. For this reason, Words Alive developed an integrated read aloud program for early literacy. This Early Literacy Intervention model ensures that children receive critical reading experiences crucial to pre-literacy development, preparing them for kindergarten and beyond. The Words Alive program focuses on empowering parents with the confidence, techniques, and materials that lead to deepened reading engagement with their children.

The program is a seven-session, 1-1/2 hour per week course designed to engage approximately 25-30 parents at Pacific Drive, Valencia Park, Maple, and Hermosa Drive.

Rationale: LCAP Goal 4 focuses on increased parent/community involvement. Both State and federal programs require districts to utilize funding to support parents in the involvement in their school community.

Funding: Cost is not to exceed \$10,000 and is to be paid from District Title III federal funds (#224).

Recommendation: Approve Words Alive Parent Engagement Program Agreement effective September 26, 2018 through May 31, 2019.

EF:RF:nm
Attachment

QUOTE FOR SERVICES

AUGUST 28, 2018

POINT OF CONTACT	SHIP TO	INSTRUCTIONS
Rosana Fonseca Coordinator Educational Services rossana_fonseca@myfsd.org	Fullerton School District 1401 W Valencia Dr Fullerton, CA 92833-3998	Delivery of Family Literacy Program, serving 100 families total at four Fullerton elementary schools. See Notes

QUANTITY	DESCRIPTION	TOTAL
4	Delivery of Family Literacy Program, serving 25 families	\$2,500.00
	<ul style="list-style-type: none">150 new paperback children’s books25 Kindergarten Toolkits, each containing: tote bag, safety scissors, glue stick, blank journal, magnetic letters, parent booklet, site-word and phonics flashcards.Craft materials for 7-week Family Literacy Program parent activities	
	TOTAL PROPOSED	10,000.00

NOTES

This quote of services includes delivery of the Words Alive Family Literacy Program at the following elementary schools in the Fullerton School District:

1. Valencia Park
2. Maple
3. Hermosa Drive
4. Pacific Drive

POINT OF CONTACT FOR QUESTIONS

Amanda Birmingham Bonds, M.A.
Program Director, Words Alive
amanda@wordsalive.org
(858) 274-9673

CONSENT ITEM

DATE: September 25, 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 AGREEMENTS BETWEEN FULLERTON SCHOOL DISTRICT AND THE ASSISTANCE LEAGUE OF FULLERTON FOR VISION SCREENING AND THE VISION REFERRAL PROJECT**

Background: This agenda item provides for agreement for the following philanthropic projects provided by the Assistance League of Fullerton:

Vision Screening: Provides vision screening at no charge to the District for grades K, 2, and 5 through contracted arrangements with Ketchum University.

Vision Referral Program: Provides eye examinations to children in grades K, 2, and 5 (no preschoolers will be included) and if needed, safety coated lenses and \$30 towards frames for needy students requiring further examination after vision screening.

Rationale: The District is very fortunate to have the Assistance League of Fullerton provide these areas of support for the students in the District. These areas are stated above and provide payment for the Ketchum University vision screenings at the schools and support the payment for vision referrals.

Funding: Philanthropic Projects are provided to the District at no cost.

Recommendation: Approve Agreements between Fullerton School District and the Assistance League of Fullerton for Vision Screening and the Vision Referral Project.

EF:RG:vm
Attachments



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, CA 92832 and Fullerton School District hereinafter referred to as School, located at 1401 Valencia Dr., Fullerton, CA 92832.

1. Vision Screening is a philanthropic program designed by Assistance League to provide any or all of the following: vision screening at no charge to the school for grades 1 through 6, not to include preschoolers or kindergartners, through contracted arrangements with Marshall B. Ketchum University. Screenings will be conducted every even numbered year, Vision or other like services as designated in this agreement.
2. **Obligations of Assistance League.**
 - A. Assistance League shall schedule Vision Screening in accordance with the availability of the school, members of Assistance League, the students, clinicians and licensed faculty members of Marshall B. Ketchum University.
 - B. Assistance League vision screening chairman shall be the principal contact with personal designated by the school.
 - C. Assistance League shall confer, prior to the screenings, with the school principal and/or school nurse to discuss the required physical arrangements and to deliver the necessary vision screening cards and follow up forms.
 - D. Assistance League shall provide personnel to coordinate the screening teams, record findings, compile data, and render reports.
 - E. Assistance League shall provide vision screening in compliance with the California Education code sections CEC 49452 and 49455.
 - F. Assistance League shall observe all laws, policies, and school requirements with respect to confidentiality of pupil information.
 - G. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.
 - H. 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.
 - I. 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 2H. above. Appoint a contact person to interface with Assistance League.
- B. The school shall assign contact persons for Assistance League vision screening chairman and committee.
- C. The school shall provide the necessary assistance required in the scheduling of the school and the follow-up procedures.
- D. The school Shall provide suitable facilities in each school for the vision screening during school hours.
- E. The school shall provide personnel to schedule and conduct the children to and from the vision screening area and to report further examination findings to parents. (California Education Code section 49456)

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 Agreements.

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

 _____ President	<u>Karen Hathaway</u> Printed Name	<u>6-15-18</u> Date
---	---------------------------------------	------------------------

 _____ (Recording) Secretary	<u>M. AMADOR</u> Printed Name	<u>6-15-18</u> Date
---	----------------------------------	------------------------

 _____ Vice President Philanthropic Programs	<u>Helen Brennan</u> Printed Name	<u>6.19.18</u> Date
---	--------------------------------------	------------------------

District / School Name

_____ Signature	_____ Printed Name / Title	_____ Date
--------------------	-------------------------------	---------------



233 west amerige avenue
fullerton, california 92832
Phone: 714-526-5124
Fax: 714-526-7194

Transforming Lives * Strengthening Community

**ASSISTANCE LEAGUE® of FULLERTON
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 Avenue, Fullerton, CA 92832, and Fullerton School District, hereinafter referred to as School, located at 1401 West Valencia Drive, Fullerton, CA 92833.

1. Vision Referral Program is a philanthropic program designed by Assistance League to provide any or all of the following, eye examinations, and if needed, lenses, and \$30.00 towards frames for needy students in grades K, 2 and 5 requiring further examination after vision screening, or other like services as designated in this agreement. Financial assistance will not be given to students covered by insurance or **Medi-Cal**.

2. **Obligations of Assistance League.**
 - A. Assistance League shall provide, if needed, funds for safety coated lenses and \$30.00 toward frames (parents to carry additional expense). Service will be provided to identified students as needed until designated program funds are exhausted.
 - B. Assistance League will ask optometrists and ophthalmologists in the community to provide a free eye examination of the referred needy students.
 - C. After receiving names of students needing financial help from school's nurse or principal, the school/district will send letters written in English, Spanish other needed language explaining that financial assistance is available. If the parents want assistance they are to return registration form to the school/district within thirty days (form attached), self-addressed envelope to be enclosed.
 - D. After receiving registration form from parents, via the school/district, Assistance League will give parents the name of the eye doctor where they may get an examination and glasses. (Two months' time limit or doctor will be reassigned).
 - E. After receiving the registration form from parents, via the school/district, Assistance League will contact the eye care professional giving the name of the students being referred by Assistance League, explaining the two month limit and enclosing a post card to be used to inform Assistance league of the action taken.
 - F. Assistance league will inform school nurses as to the status of the students' eye care as needed.
 - G. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.

H. 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 sole negligence or willful misconduct of Assistance league.

I. Assistance League shall complete the Philanthropic three Year Agreement Review form.

3. Obligations of School.

A. School/District shall Maintain liability insurance coverage for this program. School/District shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 2.H. above.

B. School shall appoint a contact person to interface with Assistance League.

C. School personnel shall identify prospective recipients or participants.

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 Agreements.

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

7. Signatures and Dates.

Assistance League of Fullerton

Karen Hathaway
President

Karen Hathaway 6-15-18
Printed Name Date

Michelle J. Amador
(Recording) Secretary

M. AMADOR
Printed Name Date

Helen Brennan
Vice President Philanthropic Programs

Helen Brennan 6.19.18
Printed Name Date

District / School Name

Signature

Printed Name / Title

Date

CONSENT ITEM

DATE: September 25, 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/RATIFY AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND FULLERTON SCHOOL DISTRICT FOR BEHAVIORAL SUPPORT SERVICES EFFECTIVE AUGUST 7, 2018 THROUGH JUNE 30, 2019

Background: Fullerton School District operates the State Preschool Program, which is funded by the State Department of Education Child Care and Development Division, and serves 410 three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. Additionally, Fullerton School District operates two tuition-based preschools at Beechwood and Sunset Lane schools, servicing an additional 80 students. Quality Rating and Improvement System (QRIS) Block Grant funding has been received from the Orange County Superintendent of Schools in the amount of \$92,000 to enhance and maintain quality standards of Fullerton School District Preschool Programs.

Rationale: Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, The Regents of the University of California offers training and coaching opportunities through the Center for Autism and Neurodevelopmental Disorders to help support teachers and early childcare providers with the behavioral, social, and emotional needs of their classrooms and school community. Trainings and coaching will include COPE-Associated (Community Parent Education) Social Skills with emphasis on strategies and techniques of self-regulation for children and social/emotional skills that will help children be successful in the home and classroom. Nine-week COPE parent education classes are designed to help parents better understand and nurture positive relationships with their children, improve family functioning, and effectively improve challenging behaviors in the home that will also generalize to improvements in the classroom. COPE parent classes are bilingual.

Funding: Cost is not to exceed \$20,000 and is to be paid from Child Development Services Fund (#340).

Recommendation: Approve/Ratify Agreement between The Regents of the University of California and Fullerton School District for Behavioral Support Services effective August 7, 2018 through June 30, 2019.

EF:MC:ln
Attachment



UNIVERSITY OF CALIFORNIA

Terms and Conditions for Sales and Services

This Sales and Services Agreement (this “Agreement”), dated 8/7/2018 (the “Effective Date”), is by and between The Regents of the University of California (“University”), a Corporation as established in Article IX, Section 9 of the California State Constitution public, on behalf of the University of California, Irvine, Center for Autism and Neurodevelopmental Disorders, and Fullerton School District (“Client”), having a principal place of business at 1401 West Valencia Drive, Fullerton, CA 92833.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

Section 1 – Term and Termination.

1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, “Exhibit A”).

1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days’ written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days’ prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a “material breach” of this Agreement for the purposes of this provision.

Section 2 – Statement of Work.

2.1. Services.

University shall perform the services set forth in Exhibit A (the “Services”).

2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes.

Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University’s consent.

2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client’s exclusive remedy for University’s delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University’s delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

Section 3 – Fees and Payment Schedule.

3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

3.2 Service Charge.

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

3.3 Form of Payment.

All payments from Client to University shall be made payable to “The Regents of the University of California” in a form specified in Exhibit A.

Section 4 – Insurance.

Section 4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance
(contractual liability included):

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000

Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

Section 4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Workers Compensation as required by law.

Section 5 – Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury (including death) or damages are caused by or result from the grossly negligent or wrongful acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and that the indemnified party will cooperate fully in such defense. The indemnifying party retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

Section 6 –Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE

FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

Section 8 – Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

Section 9 – Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

Section 10 – Force Majeure.

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

Section 11 – Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

Section 12 – Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

Section 13 – Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

Section 14 – Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Client or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

Section 15 – Assignment.

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

Section 16 – 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 shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Section 17 – Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

Section 18 – Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

Section 19 – Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

Section 20 – Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

Section 21 – Signatures and Counterparts.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 22 – Entire Agreement/Integration.

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client’s purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

Section 23 - Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ACKNOWLEDGED AND ACCEPTED BY:

The Regents of the University of California

(UC Irvine Department Approval)

Date

Name: Click to enter name.

Title: Click to enter title.

Used by UCI Procurement Services.

Date

Procurement Services

Buyer: Fullerton School District

Signature

Date

Name: Click to enter name.

Title: Click to enter title.

Tax ID #:

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

EXHIBIT A – STATEMENT OF WORK

I. PARTIES

Client

Full Legal Name: Fullerton School District

Address (principal place of business): 1401 West Valencia Drive, Fullerton, CA 92833

Phone Number: (714) 447-7477

Client Contact: Monique Bosse

Invoice Remittance Address/Instructions: [Click to enter billing address and instructions](#)

NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):

University

Name (of Campus/Department): Center for Autism and Neurodevelopmental Disorders

Address: 2500 Red Hill Avenue, Suite 290A

Phone Number: (949) 267-0449

University Contact: Warda Bzeih

Additional Payee Information (if applicable): Checks are to be made payable to the Regents of the University of California

NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):

II. TERM OF AGREEMENT

This Agreement begins on August 7, 2018 and ends on June 30, 2019, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

III. STATEMENT OF WORK

Services:

• Individualized classroom-based behavioral assessments. • Development and implementation of customized classroom-based behavior intervention plans. • Participation in monthly Behavior Support Team and Administrative meetings. • Consultation with educators regarding social/emotional/mental health issues that may present in the classroom throughout the year. • Development and delivery of teacher training services in support of effective behavior management principles and techniques in the classroom. • Delivery of school-based group social skills services in support of social/emotional development and self-regulation skills for children. In the event additional University staff are deemed necessary for behavior support of the group participants, a separate supplemental staffing costs will be incurred and billed at the same hourly rate.

•Creating integrated support plans for children transitioning to new grades/classrooms. • Delivery of 9-week COPE parent education services. Service includes support with group coordination, promotion and enrollment for a minimum of 45-50 contracted service hours. • Buyer may opt to include a COPE associated social skills program with the COPE parent education services. They may do so at the cost equivalent of an additional minimum of 55 contracted service hours. • University will also provide ongoing service consultation with Program Director to assist in tailoring scope of services to the specific behavioral support needs of the district. •Contracted hours may also be used to include outcome data tracking and other data support services. Should Buyer opt to utilize proprietary screening or assessment measures as part of University services, additional material fees may apply to cover the cost of those materials. • University will also provide indirect services in support of the scope of work described above. This includes time spent documentating and communicating service summaries, program planning and coordination, follow-up communications with school staff and families (i.e.phone calls, follow-up emails), etc.

Deliverables:

N/A

Information/Materials provided by Client:

N/A

Additional Client Responsibilities:

N/A

IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost): \$ \$80 per contracted hour. Administrative planning, service documentation and follow-up planning to be billed at same contract rate.

Payment Schedule: Upon receipt of monthly invoice

Terms of Payment: Net 30

Limitations of Charges (if any): Not to exceed Twenty Thousand Dollars (\$20,000)

Invoicing Address: Fullerton School District, Attn: Monique Bosse, 1401 West Valencia Drive, Fullerton, CA 92833

Form of Payment: Check made payable to the Regents of the University of California

CONSENT ITEM

DATE: September 25, 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 AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SAGE BEHAVIORAL SERVICES FOR APPLIED BEHAVIORIAL ANALYSIS (ABA) SERVICES BY LICENSED PROFESSIONALS EFFECTIVE AUGUST 13, 2018 THROUGH JULY 5, 2019**

Background: Although parent acknowledges that the District has qualified staff to provide student with Applied Behaviorial Analysis (ABA) services, parent prefers that their private ABA carrier, Sage Behavioral Services, provide ABA services to student while at school as student's personal ABA provider during student's transition back onto a Fullerton School District campus. Sage Behavioral Services also provides in-home ABA services for student.

Rationale: Student requires a licensed ABA professional to address student's needs.
A copy of the Agreement is available for review in the Superintendent's Office.

Funding: Sage Behavioral Services agrees to fund and provide an ABA licensed professional to accompany student while at school at no cost to the Distrct.

Recommendation: Approve/Ratify Agreement between Fullerton School District and Sage Behavioral Services for Applied Behavioral Analysis (ABA) services by licensed professionals effective August 13, 2018 through July 5, 2019.

EF:RG:vm

CONSENT ITEM

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Kristen Holm, Principal, Richman School
SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND KID HEALTHY/ONEOC FOR RICHMAN SCHOOL FROM AUGUST 13, 2018 THROUGH JUNE 30, 2019**

Background: Kid Healthy/OneOC works to improve health, wellness and nutrition by engaging school children and families from the most underserved communities of Southern California through culturally appropriate health and wellness programs that increase nutrition and fitness levels. Kid Healthy/OneOC is committed to working with Title 1 schools in the implementation of the FSD Wellness Policy. Richman School was identified for this program based on a recent Richman Parent meeting based on this year's needs assessment targeting health and fitness.

Rationale: Implementation of the Kid Healthy program will foster parental involvement and empower parents and families to play an active role in supporting physical activity for all students.

Funding: Cost is not to exceed \$8,000 and is to be paid from site Title I budget (#212).

Recommendation: Approve/Ratify Agreement between Fullerton School District and Kid Healthy/OneOC for Richman School from August 13, 2018 through June 30, 2018.

EF:KH:nm
Attachment



Mission Statement - Kid Healthy works to improve health, wellness and nutrition by engaging school children and families from the most underserved communities of Southern California through culturally appropriate health and wellness programs that measurably increase nutrition and fitness levels.

Contract: Kid Healthy/OneOC and Fullerton School District
Dates of Service: 8/13/2018 to 06/30/2019

Agreement - New School (Richman Elementary):

Kid Healthy will provide Padres en Acción program implementation at Richman Elementary in FSD that includes the following:

- Six, 2-hour trainings covering topics on advocacy, nutrition, physical activity, volunteerism, playground management, and safety.
- All necessary teaching materials and supplies associated with trainings, two bilingual trainers and oversight of trainings from Kid Healthy Program Manager and/or Lead Coordinator.
- Parent-led structured, physical activity 3 days per week (weather permitting), during the lunch recess.
- Provide Kid Healthy staff to oversee training and implementation of the Padres en Acción program at participating school site.
- Provide a Kid Healthy Volunteer Coordinator to work 6-8 hours per week at the participating school site: The Volunteer Coordinator is responsible for planning, set-up, and maintenance of age appropriate physical activity, on-going parent volunteer recruiting, plan and implement parent meetings to provide additional playground and nutrition training for parents.
- Assist in formation of school site wellness committees as requested per site, assist in the on-going management of school site wellness councils as requested by site.
- Assess and purchase playground equipment as requested by site, not to exceed \$500.
- Communicate program progress and outcomes to school principal and district personnel, as needed (minimum 2 times per school year).

Compensation:

New School Site- \$8,000

Fees are to be invoiced in August 2018

Fullerton School District


Kid Healthy/OneOC

CONSENT ITEM

DATE: September 25, 2018

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

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

PREPARED BY: Yolanda McComb, Principal, Raymond School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE PROFESSIONAL DEVELOPMENT FOR WRITERS WORKSHOP TRAINING AT RAYMOND SCHOOL ON NOVEMBER 26-27, 2018**

Background: Momentum in Teaching is a consulting group that specializes in the professional development of teachers and administrators. They provide teachers, instructional coaches, and administrators the strategies that are designed to improve student achievement and to effectively address closing the achievement gap by utilizing common core standards and an individual approach to teaching writing.

Rationale: Teachers and administrator will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. The Writers Workshop training will support teachers in the development of students to become effective writers. This professional development will support the implementation of Writing Workshop using a lesson study approach for all Raymond teachers.

Funding: Cost is not to exceed \$3,400 and is to be paid from site Title I budget (#212).

Recommendation: Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Raymond School on November 26-27, 2018.

EF:YM:nm
Attachment

CONSENT ITEM

DATE: September 25, 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 NONPUBLIC AGENCY MASTER CONTRACTS WITH PIONEER HEALTHCARE SERVICES, LLC, AND ROHEALTH EFFECTIVE SEPTEMBER 26, 2018 THROUGH JUNE 30, 2019

Background: These nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for these nonpublic agencies are as follows:

Pioneer Healthcare Services, LLC:

SLP	\$78-\$85/per 60 min
OT	\$72-\$77/per 60 min
COTA/SLPA	\$55-\$60/per 60 min
School Psychologist	\$78-\$85/per 60 min

RoHealth:

LVN	\$38/per 60 min
LVN with Trach/Vent Certification	\$40/per 60 min
RN	\$51.25/per 60 min
Credentialed RN	\$61.63/per 60 min
COTA/PTA/SLP	\$55/per 60 min
OT/PT/SLP	\$85/per 60 min
School Psychologist	\$90/per 60 min

A copy of each contract is available in the Superintendent's Office for review.

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.

Funding: Total cost of this contract is to be in the amount of the individualized service contracts and is to be paid from Special Education General Fund (#710).

Recommendation: Approve Nonpublic Agency Master Contracts with Pioneer Healthcare Services, LLC, and RoHealth effective September 26, 2018 through June 30, 2019.

EF:RG:vm

CONSENT ITEM

DATE: September 25, 2018

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

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

PREPARED BY: Robyn Clemente, Principal, Nicolas Junior High School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION TO PROVIDE ONGOING TRAINING FOR PARENT TECHNOLOGY CLASSES AT NICOLAS JUNIOR HIGH SCHOOL EFFECTIVE OCTOBER 15, 2018 THROUGH JANUARY 11, 2019**

Background: Parent Education Bridge for Student Achievement Foundation (PEBSAF) will be providing trainers and curriculum for parents enrolled in the program to complete one-day per week course centered on parent proficiency using technology. The course will be composed of ten (10) workshop sessions.

Rationale: Computer literacy is essential for our parent community to assist, guide, and protect their children when using technology in their daily lives.

Funding: Cost is not to exceed \$4,740 and is to be paid from site Title I budget (#212).

Recommendation: Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation to provide ongoing training for parent technology classes at Nicolas Junior High School effective October 15, 2018 through January 11, 2019.

EF:RC:nm
Attachment



Parent Education Bridge for Student Achievement Foundation

P.O. Box 5171, Whittier, CA 90607 Email: ParentEducation@pebsaf.org www.PEBSAF.ORG

IRS Tax Identification: 300603052

Where Innovation Meets Parent Education

Service Quote 9/11/2018

Technology Academy for Parents: Part I

Technical Skills for Parents

This agreement is entered between **Parent Education Bridge for Student Achievement Foundation (PEBSAF.ORG)**, and Nicolas Junior High School (714) 447-7775 a Fullerton School District school.

Description of services to be rendered:

*Parent Education Bridge for Student Achievement Foundation will present **10 Computer Digital Skills sessions in Spanish** for a total fee-for-service of **\$ 4,740. (\$4,990.00 – Special Discount \$250.00)***

- The class will be presented by one instructor and two assistants. One assistant will be assigned to support the English-speaking parents, and the other assistant will be assigned to support the Spanish-speaking parents.
- Each session will last 2 hours with a break. Dual projection (English and Spanish)
- PEBSAF will assist the school in promoting and inviting (**outreach**) parents to the sessions. School will provide contact numbers to PEBSAF.
- School will provide translation services, if necessary.
- School will provide computers for parents to use, Internet connectivity and a printer.
- **School will provide a Purchase Order prior to the first workshop to be presented.**

Service Requested by: Robyn Clemente Principal, Nicolas Junior High School 714-447-7775

Robyn.Clemente@myfsd.org

Outreach services to be provided by PEBSAF include:

- PEBSAF will actively contact parents via phone in advance to each parent workshops session.
- PEBSAF will provide a sample flyer (Spanish/English) for the school to print and distribute to all the parents.
- PEBSAF will make documentation available in English and Spanish for the parents attending the workshops.
- PEBSAF will raffle one refurbished laptop computer to encourage parents to attend the classes.
- School will provide PEBSAF with the parents' contact information in order for PEBSAF to invite parents.
- This information will only be used to contact the parents and invite them to attend the classes. The parents' contact information will be kept strictly confidential.

Special Requirements:

- The class will be presented using dual projection (English and Spanish).
- The class will be presented by one instructor and two assistants. One assistant will be assigned to support the English-speaking parents, and the other assistant will be assigned to support the Spanish-speaking parents.

Technical and Professional Development

<i>Technology Academy for Parents</i>	Date	Time
1. Introduction to Computers, the Internet and Google+	10/15/2018	8:30 A.M.
2. Internet - Practical usage: Email, Search Engines	10/22/2018	8:30 A.M.
3. Introduction to: School Website and/or <u>California Dashboard</u>	10/29/2018	8:30 A.M.
4. Introduction to Google Docs, Identify class project	11/5/2018	8:30 A.M.
5. Google Docs - Practical usage: Writing a letter, printing	11/13/2018	8:30 A.M.
6. Google Sheets - Practical usage: i.e. Creating a family budget	11/26/2018	8:30 A.M.
7. Google Slides - Practical usage: i.e. Creating a presentation	12/3/2018	8:30 A.M.
8. Class Project: Helping your child choose a career	12/10/2018	8:30 A.M.
9. Presentation of class project by parents	12/17/2018	8:30 A.M.
10. <i>Presentation of class project by parents</i> <i>Parent Graduation Ceremony and Computer Raffle!</i>	12/18/2018	8:30 A.M.

Authorized School Signature: _____

Date: _____

CONSENT ITEM

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Ginger Frady, Principal, Orangethorpe School
SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND BIG BROTHERS BIG SISTERS EFFECTIVE SEPTEMBER 26, 2018 THROUGH MAY 31, 2019**

Background: Orangethorpe School is home to some students who are at risk of not completing high school due to outside school influences and childhood exposure to trauma. To offset these outside variables, Big Brothers Big Sisters offers successful, screened, and matched high school students to mentor and inspire our at-risk youth. The 20 students selected will be between the ages of 6-11 and will be carefully matched. These mentor/mentee relationships will allow Orangethorpe students to develop a professionally supported, one-to-one relationship that can change their lives for the better.

Rationale: Approval of the MOU will allow 20 at-risk students at Orangethorpe School to participate in a one-to-one mentoring program with a carefully matched, screened, and monitored high school student via the Big Brothers Big Sisters program.

Funding: Services are provided to the District at no cost.

Recommendation: Approve Memorandum of Understanding (MOU) between Fullerton School District and Big Brothers Big Sisters effective September 26, 2018 through May 31, 2019.

EF:GF:nm
Attachment



1801 E. Edinger Ave., Ste 101
Santa Ana, CA 92705
T: 714.544.7773
F: 714.544.7643
OCbig.org
Tax ID# 95-1992702

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is an agreement between BIG BROTHERS BIG SISTERS of Orange County and Fullerton Unified School District. The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the High School Bigs Mentoring Program. The goal is to pair a maximum of 20 at-risk students (Littles) from Orangethorpe Elementary with 20 positive, caring, screened and trained high school mentors (Bigs) in one-to-one mentoring relationships that provide positive modeling that leads to school and lifetime success. Duration: 2018-2019 School Year.

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

Big Brothers Big Sisters of Orange County
Cristal Ochoa
Associate Director of Site Based Programs
1801 E. Edinger Ave., #101
Santa Ana, CA 92705

Big Brothers Big Sisters of Orange County ("BBBSOC&IE") agrees to:

- Work collaboratively with the identified school(s) to provide their youth with strong and enduring, professionally supported, one-to-one relationships that can change their lives for the better, forever.
- Assign BBBSOC&IE staff members to work in partnership with the identified school(s). This person will coordinate program logistics, recruitment, and enrollment and bring the program to fruition.
- Provide insurance coverage for all mentors and mentee participants.
- Provide full screening of all mentors (i.e., interviews, references, assessments, etc.)
- Provide appropriate pre-match training to all mentors and provide ongoing training opportunities.
- Assist school with identification of mentees that would be appropriate to participate in the program.
- Match mentors and mentees based on needs and common interests.
- Plan sessions for mentors and mentees to meet on a regular basis; weekly from 3:30pm-4:30pm.
- Provide activities and supervision at program meetings.
- Contact both the mentee and the mentor on a regular basis and provide support to each match.
- Meet with individual school staff to discuss individual match issues and program logistics on an as needed basis (e.g. when matches are made or when matches are closed).
- Plan and coordinate summer communication between mentors and mentees.
- Collect evaluations of matches and program during the course of the school year (surveying at the beginning of the school year and end of the school year).



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Tax ID# 95-1992702

- Share outcomes/feedback specific to the program at key points during the year.
- Report on successes, challenges, and opportunities within the partnership to the school at the end of each year.

Responsibilities of Fullerton Unified School District - Orangethorpe Elementary:

- Promote the BBBSOC&IE Partnership with school personnel to enhance collaboration efforts.
- Assign a coordinator for the program. This person will coordinate implementing the program and supply requested reporting information.
- Identify currently enrolled boys and girls ages 6-11 that need and appear ready to benefit from extra attention through a match relationship with Big Brother and Big Sister.
- Recognize the school-based mentoring program as a year-round program.
- Assist BBBSOC&IE staff person in recruiting mentees to be part of the High School Bigs Program. This will include:
 - Dispensing and collecting mentee applications
- Provide a consistent location that is conducive to one-on-one BBBSOC&IE programming. This space should allow for:
 - Child interviews to take place
 - Group programming to occur
 - Individual matches to meet on a one on one basis
 - Match support to occur
- Provide access to mentee records (i.e. grades, suspensions, attendance) of participating mentees whose parents have given written consent.
- Maintain goal number of matches. This program has a goal to have 20 active matches during the school year. Therefore if mentees leave the program, lose interest in the program, or is dismissed from the program, the identified school(s) will assist to replace those spots with newly recruited mentees.
- Provide BBBSOC&IE staff person with updated contact information and preferred methods of contact.
- Promote good attendance by ensuring mentees are aware of program meeting times and locations. This may include passing out reminder flyers and making announcements to remind mentees to meet.

Upon execution, the parties attest to their acceptance of the terms and conditions of this agreement. At the expiration of this agreement, the undersigned parties will meet at an agreed upon date prior to the end of this agreement to evaluate the partnership and to define future partnership parameters.



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Agreed and approved by:

Signature(s) from Fullerton Unified School District:

Printed Name of Fullerton Unified Representative: Dr. Robert Pletka, Superintendent

Signature of Superintendent: _____

Title: Superintendent

Date: _____

Signature(s) from Big Brothers Big Sisters of Orange County:

Printed Name of BBBSOC&IE Representative: Cristal Ochoa

Signature of BBBSOC&IE Representative: Cristal Ochoa

Title: Associate Director of Site Based Programs

Date: 5/24/18

CONSENT ITEM

DATE: September 25, 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 KEY2ED, INC., FOR PROFESSIONAL DEVELOPMENT TRAINING ON OCTOBER 4, 2018

Background: Key2Ed, Inc., provides on-site professional development training in the area of customer service and improving parent relationships for the IEP process in the form of a one-day workshop.

Rationale: Administrators will benefit from a one-day professional development training in the area of customer service entitled *Exemplary Customer Service for Schools*. Key2Ed will supply all materials and equipment required to perform the training.

A copy of the Agreement is available for review in the Superintendent's Office.

Funding: Cost is not to exceed \$3,500 and is to be paid from the Special Education General Fund (#420).

Recommendation: Approve Agreement between Fullerton School District and Key2Ed, Inc., for professional development training on October 4, 2018.

EF:RG:vm

CONSENT ITEM

DATE: September 25, 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 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND KAUSER SHARIEFF, MD, FOR VISION SERVICES EFFECTIVE SEPTEMBER 26, 2018 THROUGH JUNE 30, 2019**

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet students needs.

Rationale: Independent contractor 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 for children.

Funding: Total cost of contract is not to exceed \$5,000 and is to be paid from Student Support Services General Fund (#710).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Kauser Sharieff, MD, for vision services effective September 26, 2018 through June 30, 2019.

EF:RG:vm
Attachment

2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **KAUSER SHARIEFF, MD**, 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 vision assessment, reports, consultation and training for special education students, hereinafter referred to as “Services”.**

2. Term. Contractor shall commence providing Services under this Agreement on **September 26, 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 **Five Thousand dollars (\$5,000)**. 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.

District shall pay Contractor according to the following terms and conditions:

Assessment: Part 1 Visual Efficiency	\$199
Assessment: Part 2 Visual Processing	\$299
Written Report	\$250
IEP Participation In Person	\$500
IEP Participation Via Phone (30 minutes)	\$100
Consultation with District Staff (30 minutes)	\$100
Record Review	\$0
School Observation (60 minutes)	\$500
Vision Training (45 minutes)	\$115
Vision Training (60 minutes)	\$135
Home Training Materials	\$0-\$500

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:
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 26TH DAY OF SEPTEMBER 2018.

FULLERTON SCHOOL DISTRICT

KAUSER SHARIEFF, MD

By:

By:

Robert Pletka, Ed.D.
Superintendent

Kauser Sharieff, MD

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: September 25, 2018

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

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

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE PROPOSAL FOR HOUGHTON MIFFLIN *GO MATH!* CONSULTANTS TO PROVIDE PROFESSIONAL DEVELOPMENT AND COACHING FOR COMMONWEALTH TEACHERS TO SUPPORT EFFECTIVE IMPLEMENTATION OF THE MATHEMATICS PROGRAM**

Background: In January 2016, the District adopted and purchased *Go Math!* instructional materials that support the implementation of Common Core State Standards. Houghton Mifflin consultants will provide an additional full-day professional development focusing on how to effectively plan using the online and print resources available in the program as well as three days of follow-up coaching for teachers.

Rationale: Commonwealth teachers and District staff will benefit from in-depth training and coaching to assist in the implementation of the program focusing on effective strategies to increase student achievement in mathematics.

Funding: Cost is not to exceed \$10,900 and is to be paid from Title I funds (#212).

Recommendation: Approve proposal for Houghton Mifflin *Go Math!* consultants to provide professional development and coaching for Commonwealth teachers to support effective implementation of the mathematics program.

EF:SA:nm
Attachment



Houghton Mifflin Harcourt

Proposal

Prepared For

Commonwealth Elementary School

2200 E Commonwealth Ave
Fullerton CA 92831

For the Purchase of:

Basal Mathematics

Prepared By

Michael Gruber

michael.gruber@hmhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Cost Proposal Change

Houghton Mifflin Harcourt

Attention:
Anita Lomeli
anita_lomeli@myfsd.org

HMH Confidential and Proprietary

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

Commonwealth Elementary School Basal Mathematics

ISBN	Title	Price	Quantity	Value of all Materials
Grade K				
Student				
1651777 9780544884342	Go Math 2015 California Planning Effectively Follow Up Full Day Grade K-6 In Person	\$2,950.00	1	\$2,950.00
1651775 9780544884328	Go Math 2015 California Team Coaching Full Day Grade K-6 In Person	\$2,650.00	3	\$7,950.00
Total for Student				\$10,900.00
Total for Grade K				\$10,900.00

Proposal Summary			
	Subtotal Purchase Amount:	\$10,900.00	
	Shipping & Handling:	\$0.00	
	Total Cost of Proposal (PO Amount):	\$10,900.00	



Cost Proposal Change

Houghton Mifflin Harcourt

Attention:
Anita Lomeli
anita_lomeli@myfsd.org

HMH Confidential and Proprietary

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

Commonwealth Elementary School Basal Mathematics

Total Cost of Proposal (PO Amount): \$ 10,900.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Commonwealth Elementary School
2200 E Commonwealth Ave
Fullerton, CA 92831-4212

Sold to:

Fullerton School District
1401 W Valencia Dr
Fullerton, CA 92833-3938

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 8/28/2018

Proposal Expiration Date:10/12/2018



Houghton Mifflin Harcourt



Cost Proposal Change

Houghton Mifflin Harcourt

Attention:
Anita Lomeli
anita_lomeli@myfsd.org

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

HMH Confidential and Proprietary

CONSENT ITEM

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: APPROVE AMENDMENT TO AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SPEECH AND DEBATE PROGRAM EFFECTIVE SEPTEMBER 26, 2018 THROUGH JUNE 30, 2019

Background: The Board of Trustees approved the Speech and Debate Program on July 24, 2018. Fullerton School District would like to increase the number of participating schools from eight to twelve and increase services as outlined in the Agreement.

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 Jr. High School 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.

Advantage Communications (Sal 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 \$145,000 and is to be paid from Unrestricted General Funds.

Recommendation: Approve Amendment to Agreement between Fullerton School District and Advantage Communications for the Speech and Debate Program effective September 26, 2018 through June 30, 2019.

EF:nm
Attachment



Advantage Communications

Advantage Communications

Mr. Salvador Tinajero

Advantage Communications
Address on File

Dr. Emy Flores

Fullerton Elementary School District
1401 W Valencia Dr.
Fullerton, CA 92833

Dr. Flores,

September 26, 2018

Within this document is the proposal regarding the establishment of the Speech and debate program.

Overview

There is a desire to increase to eight speech and debate programs at FSD with twelve participating sites. This program will promote speech and debate as well as build English acquisition, analytical writing, vocabulary and effective oral communication skills. This program will help ELD students increase their English vocabulary, create student confidence and public speaking skills.

Summary

The speech and debate program will be designed and developed by Sal Tinajero. 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.

Our proposal will include:

- **Three Elementary Speech Tournaments**
- **One District Elementary/Middle School Championship Tournament**
- **Six staff members to run the tournaments**
- **Five staff members will report to schools to help facilitate scripts and coach students. These coaches will rotate between each of the twelve schools. These staff members will work at a different schools each day and on the ninth day the coaches will meet with Sal Tinajero to report the progression of each program. The staff members will work from October 1, 2018 to June 14, 2019 to coach the FSD Middle School National Team.**
- **Tournament student awards will be provided for all tournaments**
- **Decorations for the tournaments will be provided**
- **The recruitment of qualified judges for each tournament**
- **Food for coaches and judge**
- **Six coaching in-services and direct four forensics tournaments conducted by Sal Tinajero**

Director's Experience

The Fullerton Elementary School District Speech and Debate program will consist of nine elementary schools and three middle schools. Each program will have 30 students per program. Sal Tinajero will advertise the importance of speech and debate at every school site. Sal Tinajero has a wealth of experience and success in Forensics. 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 per year. 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 finalist 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.

Logistics

Timeline

We will facilitate and execute the administrative and operational aspects of the forensics tournaments and coaching according to the following timeline:

- Secure forensic coach for schools and teacher support
- Finalize the dates for the four FSD Speech Tournaments
- Two tournaments should take place in the fall and two tournaments in the spring
- Provide coaching training to teacher advisors at each team site
- Secure 40 qualified judges for each tournament
- Purchase awards, tournament computer program, judge's food, ballots and decorations
- Secure and schedule FSD schools that will host each tournament
- Secure dates and times for Sal Tinajero to present to all schools
- Follow up and review the overall effectiveness of the program

Process

We will require the following payment schedule and will submit invoices to FSD each month:

- **October 30, 2018 - \$18,000**
- **November 30, 2018 - \$18,500**
- **December 28, 2018 - \$18,500**
- **January 30, 2019 - \$18,000**
- **February 28, 2019 - \$18,000**
- **March 29, 2019 - \$18,000**
- **April 30, 2019 - \$18,000**
- **May 30, 2019 - \$19,000**

Investment

- We will run this program for the 2018/2019 school year. We will serve roughly 360 students. If we grow above that number, we will consult with the district before an expansion is allowed. Tournaments will occur in October, December, January and March. These dates are open for reconsideration if conflicts occur.
- We will conduct the administrative and operational aspects of this program for twelve schools and four FSD tournaments for the project cost of \$145,000.
- Cost per student is \$403.00 for a year of participation. We will absorb 20 more students at no extra cost if programs grow.

Fullerton School District Responsibilities

- **Schedule assemblies for Sal Tinajero to address students at each speech school**
- **Provide a laptop for storing speeches and run FSD tournaments**
- **Access to the host school copy machine to print ballots**
- **Purchase 100 black interpretation binders and 700 pages**

- **Provide 12 reams of 6 bright colored copy paper for ballots**
- **Provide 8 reams of white copy paper**
- **Provide food for students at speech tournaments**
- **Pay for custodial, security, IT support and usage of school site including fees**

Speech and Debate as a program will help develop and shape the future leaders of our country. As we begin to include students from all backgrounds, we will begin to equalize the way in which our students are afforded opportunities. I look forward to partnering with you in these following years.

Sincerely,

Salvador Tinajero,

Advantage communications



Advantage Communications

Phone:(714) 913- 3515

E-mail: advantagecommunications66@gmail.com

CONSENT ITEM

DATE: September 25, 2018

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

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

PREPARED BY: Helene Morris, Director, Administrative Services

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND COLLABORATIVE LEARNING SOLUTIONS FOR RESTORATIVE PRACTICES TRAINING FOR JUNIOR HIGH TEACHERS ON OCTOBER 8, 2018

Background: Improving student academic and behavior outcomes is about ensuring all students have access to the most beneficial and accurately implemented instructional and behavioral practices and interventions. Restorative Practices provide a research-based and effective approach to building relationships with students. Inspired by the philosophy and practices of restorative justice, Restorative Practices put repairing harm done to **relationships** and people over and above the need for assigning blame and dispensing punishment. Restorative Practices also fit into our broader Positive Behavioral Intervention and Supports (PBIS) implementation goals.

Rationale: Fullerton School District has a robust professional development schedule, providing a variety of trainings to teachers in areas such as Writers Workshop and CGI Math. As such, Restorative Practices trainings for teachers will be a three-year roll-out process beginning with junior high teachers at Beechwood School, Ladera Vista Junior High, Nicolas Junior High, Parks Junior High, and Robert C. Fislser School. Contracting with Collaborative Learning Services provides trainers who are certified by the International Institute of Restorative Practices (IIRP). Participants can expect to receive training in the following areas:

- Social Discipline Window – Definition and how to apply in the classroom.
- Affective Statements and Questions – How to use affective statements and questions for impromptu restorative conversations.
- Community Building Through Circles – How to use restorative circles to enhance/build community in the classroom.
- Building Relationships with Positive Strategies – How to use positive strategies which connect multiple initiatives in order to maintain relationships with students.

Funding: The cost is not to exceed \$12,000 and is to be paid from the Unrestricted General Fund (01).

Recommendation: Approve agreement between Fullerton School District and Collaborative Learning Solutions for Restorative Practices Training for junior high teachers on October 8, 2018.

CH:HM:mc
Attachment



Contract for Services

2018-2019



GENERAL PROVISIONS

1. Contract

This Contract is entered into this **9th day of September, 2018**, between **Fullerton School District** (hereinafter referred to as "Local Education Agency" or "LEA") and **Collaborative Learning Solutions, LLC** (hereinafter referred to as "CONTRACTOR") for the purpose of providing professional development to Fullerton School District.

2. Compliance with Laws, Statutes, Regulations, LEA Policies and Procedures

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR will verify TB and LiveScan status of all employees.

3. Term of Contract

The term ("Term") of this CONTRACT shall commence on October 8, 2018 and shall end on October 8, 2018.

4. Contract Dispute Resolution

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Contract. The provision in this section of the Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If a dispute arises under this Contract that the parties herein cannot resolve, said dispute will be resolved as follows: the parties agree to first make a good faith effort to resolve the dispute through mediation. If the parties cannot resolve the dispute through mediation, the parties agree to submit to final binding arbitration. Each party will appoint one (1) arbitrator of their choice. An arbitrator will then be selected by these two selected arbitrators ("Final



Arbitrator"). The determination of the Final Arbitrator will be final and binding on the parties. The parties agree to equally share the costs of any mediation and/or binding arbitration.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

ADMINISTRATION OF CONTRACT

5. Notices

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

6. Successors in Interest

This Contract binds CONTRACTOR's successors and assignees.

7. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Contract. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Contract, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of Orange County, California.

8. Modifications and Amendments Required to Conform to Administrative Guidelines

This Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

9. Termination

Either party may terminate this Contract on or after the thirtieth (30th) day after such party gives the other party written notice.



10. Insurance

CONTRACTOR shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

11. Indemnification and Hold Harmless

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or



anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Contract.

12. Non-Discrimination

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

COMPENSATION

13. Rates

Professional Development: LEA shall pay CONTRACTOR a fixed amount of \$12,000 for services provided under this Agreement.

The rate of pay is inclusive of preparation and travel expenses. CONTRACTOR shall submit one invoice to LEA upon initiation of work.

Total Contract Amount: \$12,000.00

The contract may be amended in writing if both parties agree to an amendment.

14. Complete Agreement

Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal consequences and the only agreement made and binding upon the parties with respect to this Contract, as the complete and total integration of the intent and understanding of the parties. No amendment or modification of this Contract shall be valid or binding unless reduced to writing and executed by the parties hereto.

15. Counterparts

This Contract may be executed in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. Severability

If any term, covenant or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or



unenforceable, shall not be affected thereby and each term, covenant or condition of this Contract shall be valid and be enforced to the fullest extent permitted by Law.

WORK TO BE PERFORMED

17. Services

Services to be rendered to LEA by the CONTRACTOR as described below:

Professional Learning: Provide four (4) trainers for the District’s **Jr. High Restorative Practices Training Day**. Each presenter will develop a 50 minute workshop style presentation and provide it five (5) times during the training day. The topics to be covered are as follows:

- **Social Discipline Window** – Participants will know what the social discipline window is, how it applies in the classroom, and practice how to apply the lens of the “with” box when resolving issues
- **Affective Statements and Questions** – Participants will learn to use affective statements and questions for impromptu restorative conversations
- **Community Building Through Circles** – Participants will use restorative circles to enhance/build community in their classrooms
- **Building Relationships with Positive Strategies** – Participants will learn how to use positive strategies which braid multiple initiatives in order to maintain relationships

Signature

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

Fullerton School District

Collaborative Learning Solutions, LLC

Authorized Signature

Jailauges

Authorized Signature

Date _____

Date 9/13/18



Notices to LEA shall be addressed to:

Helene Morris
Name

Fullerton School District
LEA

1401 W. Valencia Drive
Address

Fullerton CA 92833
City State Zip

(714) 313-8900 (cell) (714) 447-7528 (work)
Phone FAX

helene_morris@myfsd.org
Email

Notices to CONTRACTOR shall be addressed to:

Regina Hartman
Name

Collaborative Learning Solutions, LLC
CONTRACTOR

43426 Business Park Drive
Address

Temecula CA 92590
City State Zip

888-267-6096
Phone FAX

rhartman@clsteam.net
Email

CONSENT ITEM

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on September 17, 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
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WAS PRESENTED TO THE PERSONNEL COMMISSION: 9/17/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 9/25/18**

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
 WAS PRESENTED TO THE PERSONNEL COMMISSION: September 17, 2018
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: September 25, 2018

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Fierro	Leslie	Playground Supervisor/sub	Change from regular to substitute status	9/4/18	99		100	B11/1
Inoue	Laura	Playground Supervisor/sub	Change from regular to substitute status	8/13/18	99	10.90/wk	100	B11/1
Rigby	Eva K.	Playground Supervisor/sub	Change from regular to substitute status	9/4/18	99		100	B11/1
Urias	Erika N.	Playground Supervisor/sub	Change from regular to substitute status	8/13/18	15		100	B11/1
Betrue	Melissa A.	Playground Supervisor	Change from substitute to regular status	8/13/18	24	1.90/day	100	B11/1
Burnett	Nicole D.	Playground Supervisor	Change from substitute to regular status	8/30/18	18	4/wk	100	B11/1
McGrane	Lauren D.	Inst. Asst./Special Ed - sub	Change last name from Acuna	9/4/18	99		100	B11/1
Nebel	Lauren	Inst. Asst./Recreation	Change last name from Regaldo	9/10/18	26	18.50	085	B11/5
Alva	Elizabeth	Social Service Assistant	Extra summer work NTE 16.00 hours through 7/27/18	7/26/18	51	8.00	510	B17/3
Choi	Grace E.	Clerical Assistant I - sub	Extra summer work NTE 200.00 hours through 8/17/18	7/23/18	56	200.00	565	B17/1
Gonzalez	Ana C.	Clerical Assistant I - sub	Extra summer work NTE 200.00 hours through 8/17/18	7/23/18	56	200.00	565	B17/1
Verduzco	Yasmin E.	Clerical Assistant I - sub	Extra summer work NTE 200.00 hours through 8/17/18	7/23/18	56	200.00	565	B17/1
Robinson	Katherine A.	Educational Media Assistant	Extra summer work NTE 25.00 hours through 8/8/18	6/4/18	59	25.00	302	B19/6
Magdaluyo	Paulita	Food Serv. Asst I	Extra summer work NTE 5.00 hours	8/9/18	90	5.00	606	B8/6
Thomas	Seham W.	Food Serv. Asst I	Extra summer work NTE 5.00 hours	8/9/18	90	5.00	606	B8/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WAS PRESENTED TO THE PERSONNEL COMMISSION: September 17, 2018
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: September 25, 2018

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Boden	Julie	Food Serv. Asst II	Extra summer work NTE 5.00 hours	8/9/18	90	5.00	606	B12/6
Ordway	Tracy	Food Serv. Asst II	Extra summer work NTE 5.00 hours	8/9/18	90	5.00	606	B12/6
Siqueiros Beltran	Ignacio	Custodian I	Extra summer work NTE 6 hours/day through 8/12/18	6/4/18	53	6.00	542	B17/6 (6% night diff. stipend)
Arroyo	Gloria	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Benitez	Claudia	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Brady	Angela	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Brady	Angela P.	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Bui	Le-Nga	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Canadas	Alma A.	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Canadas	Alma Alicia	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Ceja	Yajaira	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/3
Ceja	Yajaira J.	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/3
Chavez	Carla	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/3
Choi	Diane B.	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1
Cipriano	Christy	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/3
Corazon	Abutan	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/4
Dibble	Julie	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6

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Franco	Ana	Food Serv. Assistant I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/1
Mondragon	Gloria	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Munoz	Martha	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Ocampo	Laura	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Osborn	Marion	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Parra	Lorena	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Ponce	Rosa	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/1
Ramirez	Francisca	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Rivera	Maria	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Sukhadia	Jayantika	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Surjanto	Esther	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Tan	Chai Boay	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Thomas	Seham	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Thyr	Rosye	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Zuniga	Mayra	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/1
Aguiniga	Guadalupe	Food Serv. Asst II	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B12/6
Castaneda	Janessa A.	Food Serv. Asst II	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B12/6
Terrell	Monaca	Food Serv. Asst II	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B12/6

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Arroyo	Gloria	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Baker	Mariglo	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/2
Baker	Mariglo	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/2
Benitez	Claudia	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Chavez	Carla	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/3
Choi	Diane B.	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/1
Cornejo	Maria	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Dibble	Julie	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Estrada	Rally	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Francis	Jeanette	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/3
Franco	Ana	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1
Hammouri	Hana	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Jimenez	Shirley	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1
Kindstrand	Debbie	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Kindstrand	Debbie	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Lang	Kim	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Lee	Vanessa	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1
Lopez	Teresa	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1

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Luna	Cristina	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/3
Maciel	Rosa	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Magdaluyo	Paulita	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Magdaluyo	Paulita	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Mak	Tai Yung	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Miller	Penny	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Mondragon	Gloria	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Moreira	Maria	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Munoz	Martha	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Ocampo	Laura	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Ordway	Tracy	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B12/6
Orozco	Elizabeth	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/3
Osborn	Marian	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Parra	Lorena	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Pham	Thanh	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Ponce	Rosa	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1
Powell	Janet	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Ramirez	Francisca	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6

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Ruiz	Aura	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1
Ruiz	Rosa	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Sheehan	Colleen	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B8/6
Sheehan	Collen	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Stenos	Evangelina	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/5
Sukhadia	Jayantika	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Surjanto	Esther	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Tan	Chai-Boay	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Thomas	Seham W.	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Thyr	Rosye	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/6
Vargas	Martha	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1
Zuniga	Mayra	Food Serv. Asst I	Extra summer work NTE 7.00/day	8/10/18	90	7.00	606	B8/1
Boden	Julie	Food Serv. Asst II	Extra summer work NTE 7.00/day	8/8/18	90	7.00	606	B12/6
Aguiniga	Guadalupe	Food Serv. Asst II	Extra summer work NTE 8.00/day	8/10/18	90	7.00	606	B12/6
Boden	Julie	Food Serv. Asst II	Extra summer work NTE 8.00/day	8/10/18	90	7.00	606	B12/6
Castaneda	Janessa	Food Serv. Asst II	Extra summer work NTE 8.00/day	8/10/18	90	7.00	606	B12/6
Ordway	Tracy	Food Serv. Asst II	Extra summer work NTE 8.00/day	8/10/18	90	7.00	606	B12/6
Tan	Poh	Food Serv. Asst II	Extra summer work NTE 8.00/day	8/10/18	90	7.00	606	B12/6

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Terrell	Monaca	Food Serv. Asst II	Extra summer work NTE 8.00/day	8/10/18	90	7.00	606	B12/6
Zamarripa	Jose V.	Clerical Assistant II	Hire probationary status	8/16/18	18	8.00	403	B19/1
Juarez Osorio	Paloma	Inst. Asst./BB	Hire probationary status	8/23/18	25	3.75	383	B14/1
Hills Jr.	Roger	Inst. Asst./Recreation	Hire probationary status	8/20/18	24	15.50/wk	100	B11/1
Huntly	John	Inst. Asst./Recreation	Hire probationary status	8/13/18	10	19.50/wk	085	B11/1
Lusik	Griffin W.	Inst. Asst./Recreation	Hire probationary status	8/13/18	24	15.50/wk	100	B11/1
Paredes Flores	Marco A.	Inst. Asst./Recreation	Hire probationary status	8/14/18	16	13.50/wk	304	B11/1
Presley	Keiera R.	Inst. Asst./Recreation	Hire probationary status	9/7/18	10	19.50/wk	85	B11/1
Bok	Crystal	Inst. Asst./Regular	Hire probationary status	8/14/18	25	15.00/wk	212	B11/1
Dy Panco	Ralph B.	Inst. Asst./Regular	Hire probationary status	8/20/18	16	6.00	304	B11/1
Kim	Ji Yeon	Inst. Asst./Regular	Hire probationary status	8/13/18	19	3.75	086	B11/1
Koerth	Amy J.	Inst. Asst./Regular	Hire probationary status	8/13/18	11	3.75	100/302	B11/1
Lopez	Maria E.	Inst. Asst./Regular	Hire probationary status	8/13/18	19	3.00	212	B11/1
Orla	Tanya	Inst. Asst./Regular	Hire probationary status	8/20/18	25	3.75	302	B11/1
Ponce	Kathy	Inst. Asst./Regular	Hire probationary status	8/13/18	16	3.00	100	B11/1
Sanders	Leslie S.	Inst. Asst./Regular	Hire probationary status	8/13/18	13	3.00	100	B11/1
Torres	Jeannette A.	Inst. Asst./Regular	Hire probationary status	8/28/18	28	3.75	212/100	B11/1
Torres	Kristel	Inst. Asst./Regular	Hire probationary status	8/20/18	28	3.75	212/100	B11/1
Vazquez	Johanaliz C.	Inst. Asst./Regular	Hire probationary status	8/13/18	13	3.00	302/304	B11/1
Cobb	Delayna L.	Inst. Asst./Special Ed I	Hire probationary status	8/13/18	25	3.50	310	B14/1
Gray	Jennifer L.	Inst. Asst./Special Ed I	Hire probationary status	8/28/18	21	3.00	122	B14/1
Molinar	Iodely Y.	Inst. Asst./Special Ed I	Hire probationary status	8/13/18	21	4.00	126	B14/1
Orozco	Edgar	Inst. Asst./Special Ed I	Hire probationary status	8/13/18	22	3.00	130	B14/1
Prado	Allyson D.	Inst. Asst./Special Ed I	Hire probationary status	8/13/18	29	5.00	125	B14/1
Villatoro	Yvonne	Inst. Asst./Special Ed I	Hire probationary status	8/13/18	25	3.50	310	B14/1
Salalima	Shaila	Inst. Asst./Special Ed II B	Hire probationary status	8/13/18	15	6.00	242	B14/1 (6% Autism stipend)

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Mutsaers	Ariel H.	Inst. Asst./Special Ed II B	Hire probationary status	8/13/18	29	6.00	125	B14/1 (6% Autism stipend)
Herrera	Maria	School Office Manager	Hire probationary status	8/21/18	28	8.00	403	B25/1
Koliha	Emily A.	School Office Manager	Hire probationary status	8/20/18	23	8.00	403	B25/1
Wilson	Nina N.	School Safety Monitor	Hire probationary status	8/16/18	27	7.00	101	B16/6
Bankston III	Charles C.	School Safety Monitor	Hire probationary status	8/20/18	23	7.00	101	B16/1
Aguayo	Elisabeth	Social Service Assistant	Hire probationary status and remove Playground Supervisor classification.	8/27/18	24	3.75	212	B17/1
Cortez	Catherine J.	Playground Supervisor	Hire regular status	8/20/18	10	5.80/wk	100	B11/1
De La Riva	Joanna	Playground Supervisor	Hire regular status	8/13/18	10	5.80/wk	100	B11/1
Wotring	Janine	Playground Supervisor	Hire regular status	9/4/18	26	6.50/wk	100	B11/1
Osborne	Marie K.	Playground Supervisor	Hire regular status	8/13/18	10	5.80/wk	100	B11/1
Padilla	Jessyca	Playground Supervisor	Hire regular status	8/13/18	26	2.60	100	B11/1
Amaro	Alejandro	Custodian I - sub	Hire substitute status	8/13/18	53		542	B17/1
Argueta Varela	Edgar V.	Custodian I - sub	Hire substitute status	8/13/18	53		542	B17/1
Guerra	Rafael	Custodian I - sub	Hire substitute status	8/13/18	53		542	B17/1
Lopez	Guadalupe	Custodian I - sub	Hire substitute status	8/13/18	53		542	B17/1
Ornelas	Jesse	Custodian I - sub	Hire substitute status	8/13/18	53		542	B17/1
Rios	Edgardo F.	Custodian I - sub	Hire substitute status	8/24/18	53		542	B17/1
Arce	Stephanie A.	Playground Supervisor/sub	Hire substitute status	8/13/18	99		100	B11/1
Gonzalez	Josie A.	Playground Supervisor/sub	Hire substitute status	8/13/18	99		100	B11/1
Solio	Alma P.	Playground Supervisor/sub	Hire substitute status	8/27/18	18		100	B11/1
Verduzco	Yasmin E.	Clerical Assistant I - sub	Hire substitute status	7/31/18	99		100	B17/1
Angeles	David	Custodian I - sub	Hire substitute status	8/13/18	99		542	B17/1
Gonzalez Soto	Jesus S.	Custodian I - sub	Hire substitute status	8/13/18	99		542	B17/1
Martinez	Armando	Custodian I - sub	Hire substitute status	8/13/18	99		542	B17/1
Mendoza	Edward A.	Custodian I - sub	Hire substitute status	8/13/18	99		542	B17/1

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Ramirez	Jesus	Custodian I - sub	Hire substitute status	8/21/18	99		542	B17/1
Schroeder	Aaron C.	Custodian I - sub	Hire substitute status	8/13/18	99		542	B17/1
Pachiyappan	Jayapriya	Inst. Asst./Recreation - sub	Hire substitute status	9/6/18	99		100	B11/1
Soulinthong	Lisa N.	Inst. Asst./Recreation - sub	Hire substitute status	8/13/18	99		100	B11/1
Martin	Ashley J.	Inst. Asst./Special Ed I - sub	Hire substitute status	8/13/18	99		100	B11/1
Lee	Jessica P.	Inst. Asst./Special Ed - sub	Hire substitute status	8/13/18	26	3.00	130	B14/1
Shiham	Fathima A.	Inst. Asst./Special Ed I - sub	Hire substitute status	8/13/18	99		100	B11/1
Morales Rodriguez	Keila J.	Inst. Asst./Special Ed I - sub Inst. Asst./Recreation - sub	Hire substitute status	8/13/18	99		100	B11/1
Webb	Ethan	Inst. Asst./Technology - sub	Hire substitute status	8/8/18	55		409	B21/1
Escobar	Jocelyn	Playground Supervisor/sub	Hire substitute status	8/13/18	99		100	B11/1
Gonzalez	Alexandria R.	Playground Supervisor/sub	Hire substitute status	8/13/18	99		100	B11/1
Lopez	Christina M.	Playground Supervisor/sub	Hire substitute status	8/13/18	99		100	B11/1
Throop	Shannon	Playground Supervisor/sub	Hire substitute status	8/13/18	15		100	B11/1
Chifo	Rachael K.	Reg. Assoc. Clinical Counselor	Hire temporary status	9/5/18	24	24.00/wk	302	\$18.00/hr
Nguyen	Natalie M.	Reg. Assoc. Clinical Counselor	Hire temporary status	8/13/18	12	24.00/wk	504/212	\$18.00/hr
Barton	Kyra D.	Reg. Assoc. Clinical Social Worker	Hire temporary status	8/13/18	20	24.00/wk	504	\$18.00/hr
Esmeirat	Deena J.	Reg. Assoc. Marriage and Family Therapist	Hire temporary status	8/13/18	13	24.00/wk	504	\$18.00/hr
Prause	Jessica A.	Reg. Assoc. Marriage and Family Therapist	Hire temporary status	8/13/18	16	24.00/wk	504/304	\$18.00/hr
Villalovos	Kristian	Reg. Assoc. Marriage and Family Therapist	Hire temporary status	8/13/18	29	24.00/wk	302/504	\$18.00/hr
Pantoja Ledesma	Maria G.	Inst. Asst./Regular	Increase of hours from 16.00 to 19.75 hours per week	8/14/18	24	19.75/wk	302/224	B11/3
Zamani	Chelze L.	Reg. Assoc. Marriage and Family Therapist	Increase of hours from 18.00/wk to 24.00/wk	8/13/18	10	24.00/wk	504/302	\$18.00/hr

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Mondragon Rivera	Gloria	Food Serv. Assistant I	Increase of hours from 2.30/day to 2.50/day	8/13/18	90	2.50	606	B08/6
Varela	Darla	Inst. Asst./Special Ed I	Increase of hours from 4.00/day to 6.00/day	8/13/18	10	6.00	130	B14/6
Employee ID	5795		Leave of absence: 8/13/18 - 10/31/18	8/13/18				
Employee ID	3703		Leave of absence: 8/21/18 - 2/21/18	8/21/18				
Employee ID	3784		Leave of absence: 8/26/18 - 12/1/18	8/26/18				
Employee ID	5861		Leave of absence: 9/1/18 - 12/2/18	9/1/18				
Employee ID	2227		Leave of absence: 9/4/18 - 12/12/18	9/4/18				
Employee ID	926		Leave of Absence: FMLA- 8/22/18 - 9/12/18	8/22/18				
Employee ID	4919		Leave of Absence: PDL- 8/13/18 - 9/28/18	8/13/18				
Jimenez	Linda	Sup. Child Development Svcs.	Longevity increase to 8%	9/1/18	60	8.00	085	M09/3
Zuniga	Mayra	Food Serv. Assistant I	Probationary resignation	8/24/18	90		100	B8/1
Anusieum	Ejike	Inst. Asst./Recreation	Probationary resignation	8/21/18	16	19.50/wk	085	B11/1
Rodarte Jr.	Arturo	Maintenance Worker II	Probationary resignation	8/24/18	53	8.00	533	B27/1
Wilder	David R.	Maintenance Worker II	Probationary resignation	8/24/18	53	8.00	533	B27/1
Herrera	Maria F.	School Office Manager	Probationary resignation	9/4/18	28	8.00	403	B25/1
Moran	Elda	Social Service Asst.	Probationary resignation	8/16/18	24	15.00/wk	212	B17/1
Garcia	Juan P.	Inst. Asst./Recreation	Probationary resignation - hire substitute status	9/4/18	99	18.75/wk	301	B11/1
Mares	Citllali	Inst. Asst./Recreation	Probationary resignation - hire substitute status.	8/21/18	99	18.75/wk	100	B11/1
Hill	Maria	Payroll Coordinator	Promotion from Account Clerk III	8/1/18	50	8.00	530	M07/1 (4% confidential stipend)

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Gutierrez	Diana M.	School Office Manager	Promotion from Clerical Assistant II to School Office Manager	7/30/2018 - 8/3/2018	23	8.00	403	B25/4
		Clerical Assistant II	Voluntary placement to Clerical Assistant II	8/6/18	16	8.00	403	B19/6
Robinson	Katherine A.	Inst. Asst./Technology	Promotion from Educational Media Assistant	8/9/18	59	40.00/wk	409	B21/6
Hertzberg	Maria	Inst. Asst./Regular	Related class transfer from IA/Recreation	8/13/18	11	3.75	100/302	B11/4
York	Deborah A.	Inst. Asst./Special Ed II A	Related class transfer from IA/Special Ed I	8/20/18	13	6.00	242	B14/6 (2% medical stipend)
Prado	Allyson D.	Inst. Asst./Special Ed II A	Related class transfer from IA/Special Ed I. Add 2% medical stipend	8/13/18	29	5.00	125	B14/1 (2% medical stipend)
McDermitt	Jill M.	Inst. Asst./Special Ed II A	Related class transfer from IA/Special Ed I. Add 2% medical stipend.	8/13/18	17	6.00	122	B14/6 (2% medical stipend)
Mora-Wochner	Frankie J.	Inst. Asst./Special Ed II A	Related class transfer from IA/Special Ed I. Add 2% medical stipend.	8/21/18	25	6.00	242	B14/6 (2% medical stipend)
Mooney	Rosie	Inst. Asst./Special Ed II A	Related Class Transfer from IA/Special Ed I. Add 6% medical stipend.	8/21/18	25	6.00	242	B14/6 (6% medical stipend)
Verdin	David	Inst. Asst./Special Ed II B	Related class transfer from IA/Special Ed I. Increase hours from 3.00/day to 6.00/day. Add 6% autism stipend.	9/4/18	17	6.00	504/122	B14/3 (6% Autism stipend)

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Kerr	Cindra	Inst. Asst./Special Ed I	Related class transfer from IA/Special Ed II A. Remove 6% medical stipend.	8/13/18	21	4.00	126	B14/6
Khamis	Nahida	Inst. Asst./Special Ed I	Related class transfer from IA/Special Ed II A. Remove 6% medical stipend.	8/13/18	16	6.00	242	B14/6
Monterey	Elizabeth A.	Inst. Asst./Special Ed I	Related class transfer from IA/Special Ed II B and remove 6% autism stipend	8/13/18	29	6.00	125	B14/5
Juarez	Elizabeth	Clerical Asst I/sub and Playground Supervisor/sub	Remove substitute as: Senior Secretary and Personnel Technician I	8/23/18	99		100	B17/1 and B11/1
Perez	Michael J.	Inst. Asst./Recreation	Resignation	8/21/18	29		100	B11/4
Reyes	Eric M.	Inst. Asst./Recreation	Resignation	8/27/18	11	19.50/wk	085	B11/6
Vazquez	Maricela M.	Inst. Asst./Recreation	Resignation	9/4/18	29	19.75/wk	329	B11/6
Lacy	Evelyn	Inst. Asst./BB	Resignation - hire substitute status	8/15/18	25	3.50	310	B14/6
Moon	Kenneth J.	Inst. Asst./Recreation	Resignation - hire substitute status	8/16/18	99	19.50/wk	085	B11/2
Chon	Hanna	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	8.00	409	B21/6
Churchwell	Jennifer	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	20.00/wk	409	B21/4
Contreras	Carolina	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	8.00	409	B21/6
Eager	Laura	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	8.00	409	B21/2
Harris	Heidi	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	20.00/wk	409	B21/6
Koeul	Christina	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	8.00	409	B21/5

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Lejano	Maria	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	20.00/wk	409	B21/4
Nunn	Joseph	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	20.00/wk	409	B21/1
Rashid	Zehra	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	20.00/wk	409	B21/6
Reese	Mary	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	20.00/wk	409	B21/6
Robinson	Katherine	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	8.00	409	B21/6
Weatrowski	Rebecca	Technology, Library and Media Assistant	Retitle from IA/Technology	8/21/18	59	30.00/wk	409	B21/6
Andrews	Delfia	Bus Driver	Route Bid/Rebid	8/13/18	56	27.80/wk	565	B21/6
Apodaca	Donna F.	Bus Driver	Route Bid/Rebid	8/13/18	56	28.60/wk	565	B21/6
Arechiga	Gina	Bus Driver	Route Bid/Rebid	8/13/18	56	25.20/wk	565	B21/3
Avilez	Roxana	Bus Driver	Route Bid/Rebid	8/13/18	56	27.00/wk	565	B21/6
Berdeja	David	Bus Driver	Route Bid/Rebid	8/13/18	56	26.60/wk	565	B21/6
Chavira	Frances	Bus Driver	Route Bid/Rebid	8/13/18	56	26.30/wk	565	B21/4
Colin	Josefina	Bus Driver	Route Bid/Rebid	8/13/18	56	24.60/wk	565	B21/3
Drews	Judy	Bus Driver	Route Bid/Rebid	8/13/18	56	30.00/wk	565	B21/6
Esqueda	Yvonne	Bus Driver	Route Bid/Rebid	8/13/18	56	27.40/wk	565	B21/6
Hernandez	Silvia	Bus Driver	Route Bid/Rebid	8/13/18	56	27.50/wk	565	B21/6
Hukel	Cynthia	Bus Driver	Route Bid/Rebid	8/13/18	56	27.40/wk	565	B21/4
Javelosa	Deborah	Bus Driver	Route Bid/Rebid	8/13/18	56	27.60/wk	565	B21/6
Lopez	Noemi	Bus Driver	Route Bid/Rebid	8/13/18	56	26.60/wk	565	B21/6
Medina	Cristi	Bus Driver	Route Bid/Rebid	8/13/18	56	30.20/wk	565	B21/6
Meza	Mitchell	Bus Driver	Route Bid/Rebid	8/13/18	56	24.30/wk	565	B21/2
Morales	Marith	Bus Driver	Route Bid/Rebid	8/13/18	56	26.40/wk	565	B21/3
Navarrete	Ana	Bus Driver	Route Bid/Rebid	8/13/18	56	28.80/wk	565	B21/6
Pirali	Oralia	Bus Driver	Route Bid/Rebid	8/13/18	56	28.80/wk	565	B21/6
Reyes-Gurrola	Georgina	Bus Driver	Route Bid/Rebid	8/13/18	56	24.80/wk	565	B21/6
Ruiz	Sandra	Bus Driver	Route Bid/Rebid	8/13/18	56	26.90/wk	565	B21/6
Santos	Manuel	Bus Driver	Route Bid/Rebid	8/13/18	56	25.40/wk	565	B21/3

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Thompson	Marilyn	Bus Driver	Route Bid/Rebid	8/13/18	56	26.50/wk	565	B21/3
Urenda	Robert	Bus Driver	Route Bid/Rebid	8/13/18	56	25.50/wk	565	B21/6
Wilson	Nina	Bus Driver	Route Bid/Rebid	8/13/18	56	25.00/wk	565	B21/6
Zuniga	Luis	Bus Driver	Route Bid/Rebid	8/13/18	56	28.50/wk	565	B21/5
Oba	Kathy A.	Playground Supervisor	Separation	8/27/18	27	10.20/wk	100	B11/1
Zuniga	Luis E.	Bus Driver	Step increase	9/1/18	56	5.00	565	B21/5
Benavidez	Maria G.	Clerical Assistant II	Step increase	9/1/18	53	8.00	533/547	B19/3
Beltran	Jose L.	Custodian II	Step increase	9/1/18	28	8.00	542	B24/6
Ceja	Yajaira J.	Food Serv. Asst I	Step increase	9/1/18	90	2.00	606	B8/3
Cipriano	Christy	Food Serv. Asst I	Step increase	9/1/18	90	1.50	606	B8/3
Francis	Jeanette V.	Food Serv. Asst I	Step increase	9/1/18	90	1.25	606	B8/3
Luna	Cristina A.	Food Serv. Asst I	Step increase	9/1/18	90	1.30	606	B8/3
Granados	Matthew D.	Food Service Specialist	Step increase	9/1/18	9	8.00	606	B21/4
Valtierra	Jessica	Health Assistant/BB	Step increase	9/1/18	16	3.75	402	B18/2
Dioron	Chasity J.	Inst. Asst./Recreation	Step increase	9/1/18	22	3.00	100	B11/2
Herrera	Vanessa E.	Inst. Asst./Recreation	Step increase	9/1/18	30	3.90	085	B11/2
Jefferson	Tonya A.	Inst. Asst./Recreation	Step increase	9/1/18	18	3.75	100	B11/4
No	Devin A.	Inst. Asst./Recreation	Step increase	9/1/18	27	3.75	100	B11/3
Tran	Jennifer	Inst. Asst./Recreation	Step increase	9/1/18	21	3.75	100	B11/2
Trumpour	Brittany L.	Inst. Asst./Recreation	Step increase	9/1/18	10	3.00	100	B11/2
Vasquez	Erin M.	Inst. Asst./Recreation	Step increase	9/1/18	10	3.00	100	B11/3
Yang	Michelle C.	Inst. Asst./Recreation	Step increase	9/1/18	13	3.00	100	B11/2
Estrada	Faviola	Inst. Asst./Recreation	Step increase	9/1/18	25	3.95	329	B11/4
Finley	Najya S.	Inst. Asst./Regular	Step increase	9/1/18	25	3.00	383	B11/2
Gonzalez-Saavedra	Jazmin S.	Inst. Asst./Regular	Step increase	9/1/18	19	3.00	212	B11/2
Pantoja Ledesma	Maria G.	Inst. Asst./Regular	Step increase	9/1/18	24	3.20	224/302	B11/4
Renteria	Uriel	Inst. Asst./Regular	Step increase	9/1/18	21	3.50	310	B11/2
Solis	Katherine L.	Inst. Asst./Regular	Step increase	9/1/18	12	3.00	100	B11/3
Cortes Alvarado	Luis A.	Inst. Asst./Special Ed I	Step increase	9/1/18	12	3.00	122	B14/2

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Lyng	Mary	Inst. Asst./Special Ed I	Step increase	9/1/18	18	6.00	130	B14/4
Martinez	Martha A.	Inst. Asst./Special Ed I	Step increase	9/1/18	25	3.00	126	B14/2
Milhander	Laura A.	Inst. Asst./Special Ed I	Step increase	9/1/18	20	6.00	130	B14/4
Perez	Dina L.	Inst. Asst./Special Ed I	Step increase	9/1/18	29	3.50	130	B14/3
Preciado	Andres	Inst. Asst./Special Ed I	Step increase	9/1/18	21	3.00	122	B14/3
Rante	Anna L.	Inst. Asst./Special Ed I	Step increase	9/1/18	21	3.00	122	B14/2
Verdin	David G.	Inst. Asst./Special Ed I	Step increase	9/1/18	17	3.00	122	B14/3
Garcia	Jacqueline	Inst. Asst./Special Ed II B	Step increase	9/1/18	12	6.00	125	B14/2 (6% Autism stipend)
Hussaini	Ayesha S.	Inst. Asst./Special Ed II B	Step increase	9/1/18	17	6.00	121	B14/5 (6% Autism stipend)
Nunn	Joseph	Technology, Library and Media Assistant	Step increase	9/1/18	59	4.00	409	B21/2
Seibert	Sandra	School Office Manager	Step increase	9/1/18	19	8.00	403	B25/5
Vasquez	Karen X.	Tech. Support Spec. I	Step increase	9/1/18	59	8.00	409	B26/6
Pacheco	Mary	Inst. Asst./Special Ed I	Temporary additional hours NTE 1.00/day through 9/28/18	8/13/18	25	5.00	242	B14/6
McDermitt	Jill M.	Inst. Asst./Special Ed I	Temporary additional hours NTE 2.00/day through 2/12/19	8/13/18	17	6.00	122	B14/6
York	Deborah A.	Inst. Asst./Special Ed I	Temporary additional hours NTE 2.50/day through 9/28/18	8/13/18	13	6.00	242	B14/6
Druckenmiller	Gregory T.	Inst. Asst./Special Ed I	Temporary additional hours NTE 3.00 hr/day through 9/28/18	8/13/18	22	3.00	122	B14/1
Martin	Karren M.	Inst. Asst./Special Ed I	Temporary additional hours NTE 3.00 hr/day through 9/28/18	8/13/18	22	15.50/wk	122	B14/6

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Rueckert	Eloana L.	Inst. Asst./Special Ed I	Temporary additional hours NTE 3.00 hr/day through 9/28/18	8/13/18	21	3.00	122	B14/2
Thomas	Seham W.	Food Serv. Asst I	Temporary additional hours NTE 73.00 hours through 12/31/18	9/4/18	90	3.80	606	B8/6
Employee ID	7520		Termination on probation	9/7/18				
Lee	Jessica P.	Inst. Asst./Special Ed I	Transfer from Beechwood to Rolling Hills	8/13/18	26	3.00	130	B14/1
Emsais	Margaret W.	Inst. Asst./Special Ed I	Transfer from Commonwealth to Acacia	8/13/18	10	6.00	130	B14/2
Rebollar	Lizette J.	Inst. Asst./Special Ed II B	Transfer from Commonwealth to Golden Hill	8/13/18	15	6.00	242	B14/6 (6% Autism stipend)
Verdin	David	Inst. Asst./Special Ed I	Transfer from Commonwealth to Ladera Vista Jr. High	8/13/18	17	3.00	122	B14/2
Caballero	Hector O.	Custodian I	Transfer from Fern Dr. to Golden Hill	7/16/18	15	8.00	542	B17/6 (6% night diff. stipend)
Mitchell	Lauren E.	Reg. Assoc. Prof. Clinical Counselor	Transfer from Fisler to Valencia Park for 6.00/wk. Beechwood for 18.00/wk.	8/13/18	28	24.00/wk	504	\$18.00/hr
Capacete	Cristina L.	Inst. Asst./Special Ed I	Transfer from Golden Hill to Maple	8/13/18	19	4.00	126	B14/1
Miller	Lauren	Reg. Assoc. Clinical Social Worker	Transfer from Hermosa Dr. to Ladera Vista Jr. High	8/13/18	17	24.00/wk	504	\$18.00/hr
Aure	Jessica R.	Inst. Asst./Special Ed II B	Transfer from Hermosa Dr. to Orangethorpe	8/13/18	21	6.00	305	B14/5 (6% Autism stipend)

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Hussaini	Ayesha S.	Inst. Asst./Special Ed II B	Transfer from Ladera Vista to Commonwealth	9/4/18	12	6.00	121	B14/5 (6% Autism stipend)
Flynn	Makenzie M.	Inst. Asst./Regular	Transfer from Maple Pre-K to Valencia Park Pre-K	8/13/18	28	17.50/wk	310	B11/1
Mendoza	Edith J.	Inst. Asst./Recreation	Transfer from Nicolas ASP to Richman ASP	8/13/18	25	19.75/wk	329	B11/6
Aure	Jessica R.	Inst. Asst./Special Ed II B	Transfer from Orangethorpe to Ladera Vista Jr. High	9/4/18	21	6.00	121	B14/5 (6% Autism stipend)
Sulaiman	Jenny	Reg. Assoc. Prof. Clinical Counselor	Transfer from Orangethorpe to Maple	8/13/18	19	24.00/wk	212/504	\$18.00/hr
Oseguera	Jonathan	Inst. Asst./Special Ed I	Transfer from Orangethorpe to Pacific Dr.	8/13/18	22	3.50	130	B14/2
Perez	Michael J.	Inst. Asst./Recreation	Transfer from Pacific Dr. ASP to Woodcrest ASP	8/13/18	29	19.75/wk	329	B11/4
Foster	Barbara M.	Inst. Asst./Special Ed I	Transfer from Pacific Dr. to Acacia	8/13/18	10	6.00	130	B14/6
Reynolds-Seyler	Wendy M.	Inst. Asst./Special Ed I	Transfer from Pacific Dr. to Orangethorpe	8/13/18	21	3.00	122	B14/6
Hatcher	Diane L.	Inst. Asst./Special Ed I	Transfer from Parks Jr. High to Commonwealth	8/13/18	12	6.00	122	B14/6
Vazquez	Maricela M.	Inst. Asst./Recreation	Transfer from Richman ASP to Woodcrest ASP	8/13/18	29	19.75/wk	329	B11/6
Hasrouni	Carol A.	Inst. Asst./Special Ed I	Transfer from Richman to Golden Hill	8/13/18	15	6.00	130	B14/6
Paule	Ruby D.	Inst. Asst./Special Ed II B	Transfer from Richman to Laguna Road	8/14/18	18	6.00	504/122	B14/6 (6% Autism stipend)
Javed	Rukhsana	Inst. Asst./Special Ed I	Transfer from Richman to Nicolas Jr. High	8/28/18	20	5.00	130	B14/6

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Hussaini	Ayesha S.	Inst. Asst./Special Ed II B	Transfer from Sunset Ln to Ladera Vista Jr. High	8/13/18	17	6.00	121	B14/4 (6% Autism stipend)
Milsap	Brittany N.	Inst. Asst./Special Ed I	Transfer from Valencia Park to Commonwealth	8/13/18	12	6.00	130	B14/2
Huerta	Cindy L.	Inst. Asst./Regular	Transfer from Valencia Park to Orangethorpe	8/13/18	21	15/wk	383	B11/2
Juarez	Erika L.	Inst. Asst./Regular	Transfer from Valencia Park to Orangethorpe	8/13/18	21	15/wk	383	B11/3
Garcia	Jacqueline	Inst. Asst./Special Ed II B	Transfer from Woodcrest to Commonwealth	8/13/18	12	6.00	125	B14/1 (6% Autism stipend)
Belleque	Tonya	Inst. Asst./Special Ed II B	Transfer from Woodcrest to Pacific Dr.	8/13/18	22	6.00	122	B14/6 (6% Autism stipend)
Truong	Ai-Hahn T.	Inst. Asst./Special Ed I	Transfer from Woodcrest to Parks	8/13/18	23	6.00	122	B14/2
Eissa	Merna	Reg. Assoc. Marriage and Family Therapist	Transfer from Woodcrest to Valencia Park	8/13/18	28	24.00/wk	302	\$18.00/hr
Caballero	Alma N.	Clerical Assistant II/BB	Voluntary demotion from School Office Manager. Hire probationary status	8/13/18	51	8.00	510	B20/6
Guzman	Carla C.	Inst. Asst./Regular	Voluntary reduction of hours from 15.00/wk to 12.00/wk	8/20/18	27	12.00/wk	100	B11/2
Marsden	Christine J.	Reg. Assoc. Prof. Clinical Counselor	Voluntary reduction of hours from 21.00/wk to 18.00/wk	8/13/18	23	18.00/wk	504	\$18.00/hr
Kim	Nae Won	Inst. Asst./Special Ed I	Voluntary reduction of hours from 6.00/day to 4.00/day	8/13/18	30	4.00	130	B14/6
Perez	Alejandro	Custodian II	Working out of class - HVAC Technician	7/25/18	53	8.00	533	B32/1

CONSENT ITEM

DATE: September 4, 2018

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

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

SUBJECT: **APPROVE OUT-OF-STATE ATTENDANCE FOR DR. EMY FLORES TO ATTEND THE AMERICAN EVALUATION ASSOCIATION CONFERENCE IN CLEVELAND, OHIO, FROM NOVEMBER 2-3, 2018**

Background: The District co-wrote a grant based on student achievement. The District was awarded the grant and as part of the grant it requires Dr. Flores to attend the American Evaluation Association Conference. Dr. Flores will be presenting at this conference.

Rationale: The Marzano grant requires the attendance at the American Evaluation Association Conference.

Funding: There is no cost to the District. All costs will be reimbursed to the District.

Recommendation: Approve out-of-state attendance for Dr. Emy Flores to attend the American Evaluation Association Conference in Cleveland, Ohio, from November 2-3, 2018.

EF:nm

CONSENT ITEM

DATE: September 25, 2018

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

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

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR ROBERT COGHLAN, PH.D., TO ATTEND FORECAST5 ANALYTICS NATIONAL CONFERENCE IN ITASCA, ILLINOIS, OCTOBER 10-12, 2018**

Background: On June 19, 2018, the Board of Trustees approved an agreement with Forecast5 Analytics. Forecast5 Analytics offers a faster, easier, more flexible and versatile alternative to traditional spreadsheet-based methods. Their software will enable the District to create multi-year projections, compare performance and spending against other districts, and analyze testing and achievement results by site throughout the District. The Annual National Conference includes workshops and hands-on training with the software program.

Rationale: Board of Trustees approves out-of-state conferences.

Funding: Cost is not to exceed \$1,375 and will be paid from Business Services funds.

Recommendation: Approve out-of-state conference attendance for Robert Coghlan, Ph.D., to attend Forecast5 Analytics National Conference in Itasca, Illinois, October 10-12, 2018.

RC:gs

DISCUSSION/ACTION ITEM

DATE: September 25, 2018

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

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

SUBJECT: **ADOPT RESOLUTION #18/19-11 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2018/2019**

Background: Education Code Section 60119 requires local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on September 14, 2018, at Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Jr. High School, Nicolas Jr. High School, and Parks Jr. High School.

Rationale: Districts must comply with the above Education Code, California Code of Regulations, and Williams Case requirements within the eighth week of school.

Funding: Not applicable.

Recommendation: Adopt Resolution #18/19-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2018/2019.

EF:nm
Attachment

FULLERTON SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION #18/19-11 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL
MATERIALS FOR 2018/2019

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10-days' notice of the public hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours, and;

WHEREAS, the governing board of a school district, as part of the required hearing, shall also make a determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of those subjects, and

WHEREAS, a public hearing was held on September 25, 2018, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program,
- (v) Visual & Performing Arts.

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the District, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the

curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2018/2019 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2018/2019 school year, the Fullerton School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Robert Pletka, Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted at a regular meeting of the said Board held on the 25th day of September 2018.

ATTEST:

Beverly Berryman, President
Fullerton School District

Robert Pletka, Ed.D., Secretary
Fullerton School District

Resolution: #18/19-11

9/25/18nm

DISCUSSION/ACTION ITEM

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE RESOLUTION #18/19-12 PROCLAIMING OCTOBER 8-14, 2018 WEEK OF THE SCHOOL ADMINISTRATOR IN THE FULLERTON SCHOOL DISTRICT

Background: Each year, the State of California designates one week as “Week of the School Administrator” with the intent of honoring Administrators throughout the State at the same time. This year, “Week of the School Administrator” is October 8-14, 2018.

The impact of participating in a statewide effort for the “Week of the School Administrator” enhances the celebration. The Board of Trustees initiates the District’s recognition by adopting a resolution proclaiming the week of October 8-14, 2018 as “Week of the School Administrator”.

Funding: Not applicable.

Recommendation: Approve Resolution #18/19-12 proclaiming October 8-14, 2018 as Week of the School Administrator in the Fullerton School District.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #18/19-12
PROCLAIMING OCTOBER 8-14, 2018 AS
“WEEK OF THE SCHOOL ADMINISTRATOR”

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public educations and improve student achievement; and

WHEREAS, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are lead by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the State; and

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, The future of California’s public education system depends upon the quality of its leadership;

NOW THEREFORE BE IT RESOLVED, by the Fullerton School District, that all school leaders be commended for the contributions they make to successful student achievement.

Signed this 25th day of September, 2018 by:

Beverly Berryman, President

Janny Meyer, Vice President

Chris Thompson, Clerk

Hilda Sugarman, Member

Jeanette Vazquez, Member

DISCUSSION/ACTION ITEM

DATE: September 25, 2018

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

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

SUBJECT: **ADOPT RESOLUTION # 18/19-13: CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION FOR ENERGY CONSERVATION FACILITIES PROJECT**

Background: On June 29, 2018, the Board received preliminary information related to a proposed solar energy project for the District. At that meeting, the Board reached consensus to move forward with the steps necessary for implementing a solar project. However, before the Board can enter into a contract, several steps are necessary. After a public hearing for the purpose of taking public comment has been conducted, the next step is to adopt a resolution in accordance with California Code of Regulations title 14, Chapter 13 ("State CEQA Guideline"). Certain projects are exempted from the California Environmental Quality Act (CEQA) evaluation, including projects consisting of solar photovoltaic installations. Accordingly, the Board must consider a Resolution that adopts certain exemptions from the CEQA pertaining to the solar photovoltaic energy plant project proposed to be built and owned by PFMG Solar, LLC, on District property for the generation of electrical energy to be sold to the District.

Rationale: The District is estimated to realize a minimum net savings of more than \$2.8 million over 25 years due to future escalation of utility rates from Southern California Edison. In addition to these savings, old lunch shelters will be replaced by new lunch shelters as well as shade and parking lot shade structures at select sites.

Funding: Electricity cost is a General Fund Expense. The Solar Energy Project will reduce the price paid for electricity. All costs and work performed in conjunction with this project, design, engineering, installation, inspection, and operation is the responsibility of PFMG Solar, LLC.

Recommendation: Adopt Resolution #18/19-13: California Environmental Quality Act (CEQA) Exemption for Energy Conservation Facilities Project.

RC:gs

FULLERTON SCHOOL DISTRICT

ADOPT RESOLUTION #18/19-13

**APPROVE THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
EXEMPTION FOR ENERGY CONSERVATION FACILITIES PROJECT**

WHEREAS, the Fullerton School District ("District") desires to implement projects to promote energy efficiency and renewable energy production to achieve energy cost reductions;

WHEREAS, certain agreements for design and construction of certain Energy Conservation Facilities is pending approval between the District and PFMG ("Power Purchase Agreements");

WHEREAS, the purpose and intent of the Power Purchase Agreements comprise a Project ("Project") for purposes of the California Environmental Quality Act ("CEQA");

WHEREAS, CEQA requires a lead agency to consider the potentially environmental effects of any project; and

WHEREAS, the Project does not require any of the following;

1. An individual federal permit pursuant to section 401 or 404 of the federal Clean Water Act (33 U.S.C. 1341 or 1344);

2. An individual take permit for species under protection of the federal Endanger Species Act of 1973 (16 U.S.C. 1531 et seq.) or the California Endangered Species Act (Chapter 1.5, commencing with section 2050 of Division 3, of the Fish and Game Code);

3. A streambed alteration permit pursuant to Chapter 6, commencing with section 1600 of Division 2, of the Fish and Game Code;

4. The removal of a tree required to be planted, maintained, or protected pursuant to local, state, or federal requirements, unless the tree dies and there is no requirement to replace the tree;

WHEREAS, Public Resources Code section 21080.35 exempts certain projects from further CEQA evaluation, including projects consisting of solar photovoltaic installations on existing roofs and parking lots, and the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 ("State CEQA Guidelines"), exempt certain projects from further CEQA evaluation, including projects consisting of: the new construction or conversion of small structures, including carports ("Class 3 Exemption" - 14 Cal. Code Regs. § 15303); the construction or placement of minor structures accessory to existing facilities, including small parking lots ("Class 11 Exemption" - 14 Cal. Code Regs. § 15311); and projects consisting of minor additions to existing schools ("Class 14 Exemption" - 14 Cal. Code Regs. § 15314), and the Project is categorically exempt under one or more of such exemptions;

WHEREAS, the District has considered whether the Project is subject to any of the exceptions to exemption set forth in 14 Cal. Code Regs. § 15300.2;

WHEREAS, the District has determined that the Project is not subject to any of the exceptions to exemption set forth in 14 Cal. Code Regs. § 15300.2;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT HEREBY FINDS, DETERMINES, DECLARES, AND RESOLVES AS FOLLOWS:

Section 1. Determination of Recitals. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. Finding of Categorical Exemption. That the Project is categorically exempt from further CEQA review pursuant to Public Resources Code section 21080.35, 14 Cal. Code Regs. § 15303, 14 Cal. Code Regs. § 15311 and/or 14 Cal. Code Regs. § 15314.

Section 3. Finding of No Exception to Categorical Exemption. That the Project is not subject to any of the exceptions to categorical exemption set forth in 14 Cal. Code Regs. § 15300.2.

Section 4. Notice of Exemption. That the District's Superintendent, or the Superintendent's designee, is instructed to file and/or record a Notice of Exemption from CEQA, consistent with this Resolution, with any and all appropriate public agencies or entities.

Section 5. Authority to Take All Actions Necessary. The Superintendent is hereby authorized to do all things that are necessary to give effect to and comply with the terms and intent of this Resolution.

Section 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED as of September 25, 2018 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

The President of the Fullerton School District Board of Trustees does hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on this date, which Resolution shall be kept on file in the office of the Board.

President of the Board of Trustees
Fullerton School District

The Clerk of the Fullerton School District Board of Trustees does hereby certify that the foregoing Resolution was introduced and adopted by the Board at a regularly scheduled meeting thereof held on this date, by the forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fullerton School District on this date.

Clerk of the Board of Trustees
Fullerton School District

DISCUSSION/ACTION ITEM

DATE: September 25, 2018

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

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

SUBJECT: **ADOPT RESOLUTION #18/19-14 GRANTING A POWER PURCHASE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PFMG SOLAR, LLC**

Background: On June 29, 2018, the Board of Trustees received preliminary information related to a proposed solar energy project for the District. At that meeting, the Board reached consensus to move forward with the steps necessary for implementing a solar project. Staff is recommending PFMG Solar, LLC, as the contracting agency for the Power Purchase Agreement. Pursuant to Government Code section 4217.10 et. seq., school districts are authorized to enter into an energy service contract with respect to "Energy Conservation Measures."

The Fullerton School District finds that it is the best interest of the District to implement projects to promote energy efficiency to achieve energy costs reductions in thermal, electrical, and other energy consumed by the District. The District is currently seeking to enter into an agreement to implement energy conservation measures comprising of solar arrays over lunch shelters, carports, and shade structures at various sites. Government Code section 4217.12 requires that prior to approving related energy conservation contracts, school districts must hold a public hearing to receive public comments and make certain determinations. A public hearing was held on September 25, 2018.

Rationale: The District is estimated to realize a minimum net savings of more than \$2.8 million over 25 years due to future escalation of utility rates from Southern California Edison. In addition to these savings, old lunch shelters will be replaced by new lunch shelters as well as shade and parking lot shade structures at select sites.

Funding: Electricity cost is a General Fund Expense. The Solar Energy Project will reduce the price paid for electricity. All costs and work performed in conjunction with this project, design, engineering, installation, inspection, and operation is the responsibility of PFMG Solar, LLC.

Recommendation: Adopt Resolution #18/19-14 granting a Power Purchase Agreement between Fullerton School District and PFMG Solar, LLC.

RC:gs

FULLERTON SCHOOL DISTRICT

ADOPT RESOLUTION #18/19-14

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON SCHOOL DISTRICT CONSIDERING AGREEMENT FOR ENERGY CONSERVATION SERVICES WITH PFMG PURSUANT TO GOVERNMENT CODE SECTION 4217.10-18, MAKING CERTAIN FINDINGS REQUIRED FOR APPROVAL OF ENERGY CONSERVATION SERVICES AGREEMENT

WHEREAS, the Fullerton School District ("District") finds it to be in the best interests of the District to implement projects to promote energy efficiency and renewable energy production to achieve energy cost reductions;

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the District's Board of Trustees, without advertising for bids, to enter into one or more energy service contracts with any person or entity, pursuant to which that person or entity will provide electrical or thermal energy or conservation services to the District, which may comprise or include an energy conservation facility, if the anticipated cost to the District for thermal or electrical energy or conservation services provided under the contract(s) is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those energy service contracts;

WHEREAS, District staff reviewed the qualifications presented by PFMG to conduct and provide assessment of school district energy usage, energy needs, and opportunities to reduce energy expenses, found PFMG's qualifications to appear bona fide and adequate;

WHEREAS, PFMG has offered to enter into the attached Power Purchase Agreements (collectively, Exhibit "A") to provide energy conservation services to implement the recommended energy conservation measures for the price stated therein;

WHEREAS, PFMG assessed the feasibility of displacing purchases of electricity from Southern California Edison with electrical energy generated by certain solar photovoltaic systems to be designed, built, operated, and maintained by PFMG to reduce the District's energy consumption and expense and recommended specific energy conservation measures based thereon ("Analysis," Exhibit "B"), upon which the Board and District administration and staff have relied;

WHEREAS, the Analysis demonstrates that the cost of the Power Purchase Agreements to the District for the thermal or electrical energy or conservation services provided thereunder is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Power Purchase Agreements ("Savings");

WHEREAS, on the date of this Resolution, the Board held a public hearing on the subject matter of this Resolution, notice of which was given not less than two weeks prior thereto;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Energy Savings Findings. The Board of Trustees of the Fullerton School District finds that the cost of the Power Purchase Agreements to the District for the thermal or electrical energy or conservation services provided thereunder is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Power Purchase Agreements and that it is in the best interest of the District to approve and enter into the Power Purchase Agreements.

Section 3. Approval of Power Purchase Agreements. The Board of Trustees of the Fullerton School District having determined that the Power Purchase Agreements, in their final form and substance, match the findings stated herein and provide for the best interests of the District, hereby ratifies and approves the final Power Purchase Agreements presented herewith.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED as of September 25, 2018 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

The President of the Fullerton School District Board of Trustees does hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on this date, which Resolution shall be kept on file in the office of the Board.

President of the Board of Trustees
Fullerton School District

The Clerk of the Fullerton School District Board of Trustees does hereby certify that the foregoing Resolution was introduced and adopted by the Board at a regularly scheduled meeting thereof held on this date, by the forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fullerton School District on this date.

Clerk of the Board of Trustees
Fullerton School District

EXHIBIT A

Savings based on 3.00% SCE Escalation Rate

Year	SCE Bill Without Solar	-	(PPA Cost	+	Post Solar SCE Bill)	=	25-Year Savings	Cumulative Savings	PPA Rate (\$/kWh)	Production (kWh)
1	\$1,427,064		\$946,072		\$527,440		(\$46,448)	(\$46,448)	\$0.1998	4,735,096
2	\$1,469,876		\$939,450		\$545,900		(\$15,474)	(\$61,923)	\$0.1998	4,701,951
3	\$1,513,972		\$932,874		\$565,007		\$16,092	(\$45,831)	\$0.1998	4,669,037
4	\$1,559,391		\$926,343		\$584,782		\$48,266	\$2,435	\$0.1998	4,636,354
5	\$1,606,173		\$919,859		\$605,250		\$81,064	\$83,499	\$0.1998	4,603,899
6	\$1,654,358		\$913,420		\$626,433		\$114,505	\$198,004	\$0.1998	4,571,672
7	\$1,703,989		\$907,026		\$648,358		\$148,604	\$346,609	\$0.1998	4,539,670
8	\$1,755,109		\$900,677		\$671,051		\$183,381	\$529,990	\$0.1998	4,507,893
9	\$1,536,598		\$894,372		\$736,210		(\$93,985)	\$436,005	\$0.1998	4,476,337
10	\$1,582,696		\$888,112		\$761,977		(\$67,393)	\$368,612	\$0.1998	4,445,003
11	\$1,630,176		\$881,895		\$788,647		(\$40,365)	\$328,247	\$0.1998	4,413,888
12	\$1,679,082		\$875,722		\$816,249		(\$12,889)	\$315,358	\$0.1998	4,382,991
13	\$1,729,454		\$869,592		\$844,818		\$15,045	\$330,402	\$0.1998	4,352,310
14	\$1,781,338		\$863,504		\$874,387		\$43,447	\$373,849	\$0.1998	4,321,844
15	\$1,834,778		\$857,460		\$904,990		\$72,328	\$446,177	\$0.1998	4,291,591
16	\$1,889,821		\$851,458		\$936,665		\$101,699	\$547,876	\$0.1998	4,261,550
17	\$1,946,516		\$845,497		\$969,448		\$131,571	\$679,447	\$0.1998	4,231,719
18	\$2,004,911		\$839,579		\$1,003,379		\$161,954	\$841,401	\$0.1998	4,202,097
19	\$2,065,059		\$833,702		\$1,038,497		\$192,860	\$1,034,261	\$0.1998	4,172,682
20	\$2,127,011		\$827,866		\$1,074,844		\$224,300	\$1,258,561	\$0.1998	4,143,473
21	\$2,190,821		\$822,071		\$1,112,464		\$256,286	\$1,514,847	\$0.1998	4,114,469
22	\$2,256,545		\$816,316		\$1,151,400		\$288,829	\$1,803,676	\$0.1998	4,085,668
23	\$2,324,242		\$810,602		\$1,191,699		\$321,941	\$2,125,616	\$0.1998	4,057,068
24	\$2,393,969		\$804,928		\$1,233,409		\$355,633	\$2,481,249	\$0.1998	4,028,669
25	\$2,465,788		\$799,293		\$1,276,578		\$389,917	\$2,871,166	\$0.1998	4,000,468

EXHIBIT B

SOLAR ENERGY POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (this “**PPA**” or “**Agreement**”) is dated as of September 25th, 2018 (the “**Effective Date**”), by and between **PFMG Solar Fullerton School District, LLC**, a Delaware limited liability company, its successors and assigns (“**Provider**”), and **Fullerton School District**, a public school district organized and existing under the laws of California (“**Host**”). Provider and Host are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Host desires to implement solar energy systems (each, a “**System**” and collectively the “**Systems**”) on a specified number of its properties, as more particularly described in Exhibit B;

WHEREAS, California Government Code §§ 4217.10 et seq. authorizes Host to enter into agreements, contracts and related facility leases with private sector entities for developing energy conservation and production projects;

WHEREAS, Host and Provider are entering into that certain **Solar Site Easement Agreement** (the “**Site Control Agreement**”, which is incorporated herein by this reference as Exhibit I), pursuant to which Host agrees to grant certain exclusive and non-exclusive easements to Provider on and over a portion of a specified number of Host’s properties (with respect to each System and as described in each relevant Site Control Agreement, such easements, the “**Easement**” and such property, the “**Property**”) more particularly described in Exhibit A attached hereto as updated from time to time;

WHEREAS, Provider and its Affiliates intend to install, finance, own, and operate one or more Systems on each Property as described in Exhibit B and defined in Section 1.1 below; and

WHEREAS, Provider desires to deliver and sell to Host, and Host desires to receive and purchase from Provider, all of the Energy Output generated by each System during the Term in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article 1

Defined Terms; Rules of Interpretation; Right to Request Separate Power Purchase Agreement

Section 1.1 Defined Terms. The definitions provided below and elsewhere in this Agreement will apply to the capitalized terms used in this Agreement:

“**Actual kWh**” shall have the meaning ascribed to such term in Exhibit E.

“**Additional Extension Term**” shall have the meaning ascribed to such term in Section 2.1(b).

“**Affiliate**” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“**Annual Degradation Factor**” means the annual degradation factor of the Systems as set forth in Exhibit D.

“**Applicable Law**” means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, injunction, Permit, consent or other requirement of such Governmental Authority, enforceable at law or in equity, along with the interpretation and administration thereof by any Governmental Authority.

“**Bankruptcy Code**” means the United States Bankruptcy Code.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. For purposes of this Agreement, “Business Day” shall also mean any day other than a holiday on which the Host’s business office is closed. If the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day.

“**Change in Law**” means any of the following circumstances occurring on or after the Effective Date: (i) the enactment, adoption, promulgation, modification, repeal, or material change in the interpretation, of any Applicable Law, (ii) the imposition of any material conditions on the issuance or renewal of any applicable Permit (notwithstanding the general requirements contained in any applicable Permit at the time of application or issuance to comply with future laws, ordinances, codes, rules, regulations or similar legislation), (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority, (iv) an unstayed order of a court or administrative agency having the effect of subjecting the sale of Energy Output to federal or state regulation of prices or services, or (v) the elimination of one or more Environmental Attributes or Tax Attributes resulting in an adverse economic impact on Provider.

“**Commercial Operation**” means that a System (i) has been installed and commissioned, (ii) has been synchronized and is interconnected with the electrical utility grid pursuant to written authorization by the Utility, and (iii) is capable of producing Energy Output.

“**Commercial Operation Date**” means the first day on which a System reaches Commercial Operation, as certified in writing by Provider to Host.

“**Condition Precedent Cutoff Date**” shall have the meaning ascribed to such term in Section 2.3.

“**Confidential Information**” means any non-public confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this Agreement (including price-related information), the Site Control Agreement or any System and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term. Confidential Information shall not include any information or data with respect to the general performance of the Systems that may be used by Provider or its Affiliates or service providers in connection with preparing marketing or promotional materials of such Persons.

“**Contract Year**” means the consecutive 12 month period commencing on the Commercial Operation Date of the last System in the System Portfolio (if more than one System).

“**CPI**” means the Consumer Price Index – All Urban Consumers (CPI-U): U.S. City Average, All Items Less Food and Energy, Base Period: 1982-84 = 100, Not Seasonally Adjusted, published by the Bureau of Labor Statistics of the United States Department of Labor.

“**Defaulting Party**” shall have the meaning ascribed to such term in Section 9.1.

“**Delivery Point(s)**” means the agreed location or locations where Energy is to be delivered and received under this Agreement, as specified in the final as-built plans and specifications of each System.

“**Dispute**” means any and all claims or disputes arising out of or relating to this PPA or any Site Control Agreement, or the breach hereof or thereof.

“**District Office Parking Lot**” shall have the meaning ascribed to such term in Section 5.1.

“**DSA**” means the Division of the State Architect of the State of California.

“**Early Termination Date**” shall have the meaning ascribed to such term in Section 9.2.

“**Easement**” shall have the meaning ascribed to such term in the Recitals.

“**Energy**” means electric energy (three-phase, 60-cycle alternating current, expressed in kilowatt-hours).

“**Energy Output**” means the amount of Energy generated by a System and delivered to Host at the applicable Delivery Point, as metered in whole kilowatt-hours (kWh) at the Metering Devices. Subject to Article 7, all Energy Output delivered to Host at the relevant Delivery Point shall be equal to the energy measured at the Metering Devices.

“**Energy Payment Rate**” shall have the meaning ascribed to such term in Section 3.2 and Exhibit C.

“**Energy Shortfall Credit**” shall have the meaning ascribed to such term in Exhibit E.

“**Environmental Attributes**” means Renewable Energy Certificates, carbon trading credits, emission reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to a System and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes.

“**Estimated Annual Production**” means the expected Energy Output for each Contract Year as set forth in Exhibit D.

“**Event of Default**” shall have the meaning ascribed to such term in Section 9.1.

“**Exercise Notice**” shall have the meaning ascribed to such term in Section 14.7(a).

“**Exercise Period**” shall have the meaning ascribed to such term in Section 14.7(a).

“**Fair Market Value**” means the value of the System(s) as determined by the mutual agreement of Host and Provider or by an Independent Provider, as provided in Article 14.

“**Financing Party**” means any individual or entity or successor in interest thereof, providing capital or extending credit to Provider or an Affiliate of Provider with respect to the System(s), or investing equity in Provider or an Affiliate of Provider; (i) for the construction, term or permanent financing of the System(s); (ii) for working capital or other ordinary business requirement of the System(s) (including but not limited to the maintenance, repair, replacement or improvement of a System); (iii) for any development financing, bridge financing, credit enhancement or interest rate protection in connection with the System(s); (iv) for the ownership and operation of the System; (v) for the purchase of the Systems and related rights and obligations of Provider, including through a lease financing structure; or (vi) for the purpose of obtaining certain tax benefits from the System(s).

“**First Extension Term**” shall have the meaning ascribed to such term in Section 2.1(b).

“**Force Majeure**” means any event or circumstance that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party. Subject to the foregoing conditions, Force Majeure shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances or riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) action by a Governmental Authority resulting in a moratorium on the activities related to this Agreement; (v) the inability of one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any Permit necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that such Party has exercised its reasonable efforts to obtain such Permit; and (vi) the actions of a third party, including the Utility. Force Majeure will not be based on (A) Host’s inability to use Energy purchased hereunder, (B) Provider’s ability to sell Energy at a price greater than the price of Energy under this Agreement, (C) Host’s voluntary or involuntary shutting down or closing of the facilities located at the Property, or (D) either Party’s economic hardship.

“**Governmental Authority**” means any domestic governmental or regulatory authority, agency, court, commission or other regulatory entity. For purposes of this Agreement, the Host is not a Governmental Authority.

“**Governmental Charges**” means all applicable federal, state and local taxes, including sales and use taxes (other than taxes based on income or net worth), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, utility, transmission and distribution provider or other similar entity, on or with respect to the Energy or this Agreement.

“**Guaranteed Minimum Production**” shall have the meaning ascribed to such term in Exhibit E.

“**Hazardous Substance**” means any chemical, waste, or other substance (i) that now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous

wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety, or welfare, (ii) that is declared to be hazardous, toxic, or polluting by any Governmental Authority, (iii) exposure to which is now or hereafter prohibited, limited, or regulated by any Governmental Authority, (iv) the storage, use, handling, disposal, or release of which is restricted or regulated by any Governmental Authority, or (v) for which remediation or cleanup is required by any Governmental Authority.

“**Host System Loss**” has the meaning set forth in Section 8.1(a).

“**Host Termination Payment**” means all amounts due and payable by the Host to Provider pursuant to Section 9.5.

“**Indemnity Claims**” shall have the meaning ascribed to such term in Section 13.1(a).

“**Independent Appraiser**” means an individual who is a member of a national accounting, engineering or energy consulting firm qualified by education, experience and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the Systems. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer or an employee of, or directly or indirectly retained as consultant or adviser to, Provider or any Affiliate of Provider or Host.

“**Initial Term**” shall have the meaning ascribed to such term in Section 2.1(a).

“**Late Payment Interest Rate**” means, for any date, the lesser of (i) twelve percent (12%) per annum and (ii) the maximum rate permitted by Applicable Law.

“**Metering Device**” means, with respect to a System, the revenue-grade meter or meter, and related equipment installed at each Delivery Point, used to measure, record, register and transmit information regarding the Energy generated by such System and delivered to the relevant Delivery Point. Such meter shall measure and log the following four parameters on a 15-minute average basis: (1) actual AC electricity production of the System (in kWh); (2) solar insolation measured in the global horizontal irradiation (GHI) in W/m²; (3) ambient air temperature (in °C); and (4) wind speed (in m/s).

“**Non-Defaulting Party**” shall have the meaning ascribed to such term in Section 9.2.

“**Permit**” means any authorization, license, permit, certificate of authority, approval, registration, franchise, clearance or similar consent granted or issued by any Governmental Authority.

“**Person**” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“**Preliminary Determination**” shall have the meaning ascribed to such term in Section 14.5.

“**Property**” shall have the meaning ascribed to such term in the Recitals.

“**Purchase Option**” shall have the meaning ascribed to such term in Section 14.1.

“**Purchase Price**” shall have the meaning ascribed to such term in Section 14.2.

“**Renewable Energy Certificate**” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project.

“**Representatives**” has the meaning set forth in Section 15.1(a).

“**Site Control Agreement**” shall have the meaning ascribed to such term in the Recitals.

“**System**” “**Systems**” or “**System(s)**” shall have the meaning ascribed to such term in the Recitals. For the avoidance of doubt, the System shall not include the District Office Parking Lot.

“**System Assets**” means each and all of the assets comprising each System, including, as applicable, racking systems, trackers, shade structures, solar energy panels, elevated mounting systems, inverters, integrators, improvements and other related equipment installed on the Property, electric lines required to connect such equipment to the relevant Delivery Point, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights, including any warranties reasonably necessary for construction, operation and maintenance of the relevant System.

“**System Loss**” means loss, theft, damage or destruction of a System or System Assets, or any other occurrence or event that prevents or limits such System from operating in whole or in part.

“**System Loss Amount**” means the current fair market value of the System Assets with respect to a System.

“**System Portfolio**” means, collectively, all of the Systems that achieve Commercial Operation.

“**Tax Attributes**” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or Applicable Law available as a result of the ownership and operation of a System or the output generated by a System (including tax credits (including any grants or payments in lieu thereof) and accelerated or bonus depreciation.

“**Term**” means the Initial Term and any Extension Term.

“**Termination Value**” means the values set forth or described in Exhibit F, as such values may be revised in connection with the completion of the Systems.

“**Total System Loss**” shall have the meaning ascribed to such term in Section 8.1(c).

“**Transaction**” means any transaction between the Parties under the terms of the PPA or the Site Control Agreement or any other agreements, instruments, or undertakings between the Parties.

“**Transfer Date**” shall have the meaning ascribed to such term in Section 14.9.

“Utility” means the electric distribution company responsible for electric energy transmission and distribution service at the Property. The Parties acknowledge and agree that, as of the date of this Agreement, the Utility is Southern California Edison.

Section 1.2 Rules of Interpretation. In this Agreement, unless expressly provided otherwise:

(a) the words “herein,” “hereunder” and “hereof” refer to the provisions of this Agreement and a reference to a recital, Article, Section, subsection or paragraph of this Agreement or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this Agreement or other agreement in which it is used unless otherwise stated;

(b) references to this Agreement, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

(c) a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;

(d) a reference to this Agreement, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this Agreement or such other agreement, instrument or provision, as the case may be;

(e) a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

(f) the singular includes the plural and vice versa;

(g) a reference to a Person includes a reference to the Person’s executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;

(h) words of any gender shall include the corresponding words of the other gender;

(i) “including” means “including, but not limited to,” and other forms of the verb “to include” are to be interpreted similarly;

(j) references to “or” shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, “or” shall be interpreted to mean “and/or” rather than “either/or”);

(k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;

(m) if the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;

(n) a reference to (i) a day is a reference to a calendar day (unless Business Day is specified), (ii) a month is a reference to a calendar month and (iii) a year is a reference to a calendar year;

(o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;

(p) a reference to time is a reference to the time in effect in California on the relevant date;

(q) if a payment prescribed under this Agreement to be made by a Party on or by a given Business Day is made after 5:00 pm on such Business Day, it is taken to be made on the next Business Day;

(r) the Parties acknowledge and agree that although this Agreement may relate to more than one System to be installed and operated at more than one site controlled by Host, it is the Parties' express intent and agreement that the rights and obligations of the Parties with respect to each System are separate and independent from the rights and obligations of the Parties with respect to all other Systems (and the Parties are using one agreement to address multiple Systems for administrative convenience).

Section 1.3 Right to Separate Agreements for Systems. Host shall enter into separate power purchase agreements with Provider with respect to a System or a group of Systems as requested by Provider, on terms and conditions substantively identical to this Agreement (including a pro rata allocation of the Host Termination Payment); provided that if Host exercises its Purchase Option under a particular power purchase agreement, it shall be required to simultaneously exercise its Purchase Option under each other power purchase agreement.

Section 1.4 Right to Update Certain Exhibits. The Parties acknowledge and agree that the configuration and location of the Systems as of the date of execution of this Agreement are preliminary. Provider may update Exhibits A, B, D, and F to reflect the actual sizing, design, configuration, and location of such System and such updated versions shall replace the relevant Exhibits then in effect. In connection with any such changes the Parties shall also amend the existing Site Control Agreement or execute additional Site Control Agreements to the extent necessary in order to account for such changes.

Section 1.5 Right to Update for Host-Requested Changes. In addition to Section 1.4, if Host requests prior to the Condition Precedent Cutoff Date a modification, re-design or re-location of one or more Systems that increases the capital costs of such System(s) or adversely impacts the Estimated Annual Production of the System(s) or the System Portfolio, Provider shall be entitled to an increase in the Energy Payment Rate and may amend Exhibit A through Exhibit F in order to account for such Host-requested changes. Such amendments agreed to by the Parties to the Energy Payment Rate and Exhibit A through Exhibit F shall replace the relevant Energy Payment Rate and Exhibits then in effect and shall automatically become the newly effective Energy Payment Rate and Exhibits for purposes of this Agreement, and Host acknowledges that any such change shall be processed without further approval from any governing board of the Host, subject to the delegation of authority in the authorizing resolution of the governing body of the Host initially approving this Agreement.

Article 2
Term, Termination and Commercial Operation

Section 2.1 Term and Termination.

(a) **Initial Term.** The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and shall be in effect until the sooner of (i) 11:59 pm Pacific Standard Time on the date of the twenty-fifth (25th) anniversary of the Commercial Operation Date of the last System of the System Portfolio and (ii) the date that this Agreement is validly terminated pursuant to the provisions herein.

(b) **Extension Term.** After the Initial Term, either Party may extend this Agreement for an additional period of five (5) years by providing notice of such extension to the other Party at least one hundred and twenty (120) days prior to the end of the Initial Term (so long as no material breach exists at the time of such notice) (the “**First Extension Term**”). The Energy Payment Rate of the First Extension Term shall be ninety percent (90%) of the Energy Payment Rate during the final year of the Initial Term. The Parties may further agree to extend this Agreement for two additional periods consecutive periods of five (5) years each (each such extension, an “**Additional Extension Term**” and together with the Initial Term and any First Extension Term, the “**Term**”). Each such Extension Term shall expire at 11:59 pm Pacific Standard Time on the applicable anniversary of the last day of the Initial Term, unless earlier terminated pursuant to Section 9.2. The Energy Payment Rate for each Additional Extension Term shall be as agreed to by the Parties (but in no event higher than the Energy Payment Rate during the First Extension Term). If the Term of this Agreement is extended, the Parties shall extend the Site Control Agreement to continue for the same period at no additional cost.

Section 2.2 Construction of the Systems. Following the Effective Date, Provider shall commence pre-installation activities relating to the Systems, which shall include the following:

- (a) obtaining or causing to be obtained financing for the installation of the Systems, including the investment of federal renewable energy tax credit equity, if any;
- (b) obtaining any applicable performance-based financial incentives;
- (c) obtaining or causing to be obtained all Permits, contracts, and agreements required for installation, operation and maintenance of the Systems and sale and delivery of Energy Output to Host;
- (d) completing a physical inspection of the Property, including, as applicable, geotechnical work and real estate due diligence to confirm the suitability of the Property for the System;
- (e) obtaining approval of any Financing Party of (A) this Agreement, and (B) the agreement for the construction and installation of the System; and
- (f) confirming that Provider will be able to obtain all Environmental Attributes and Tax Attributes expected in connection with the Systems.

Section 2.3 Commercial Operation. Provider shall use commercially reasonable efforts to cause the Commercial Operation Date of the last System of the System Portfolio to occur on or before [**December 31, 2019**] (the “**Target Date**”). Provider’s obligations to install and operate the Systems and otherwise perform its obligations hereunder are conditioned on completion to Provider’s satisfaction, or waiver by Provider (in either case in Provider’s sole discretion), of all

the activities described in Section 2.2. If Provider notifies Host by [May 1, 2019] (the “**Condition Precedent Cutoff Date**”) that the foregoing conditions have not been satisfied (or waived by Provider) by such date with respect to a System, Provider may terminate this Agreement with respect to such System by delivering to Host notice of such termination within 30 days after the Condition Precedent Cutoff Date (or a longer period if extended by agreement of the Parties). Such termination will be without any liability hereunder, and the Agreement shall continue to be effective with regards to all other System(s), if any.

Section 2.4 Notice of Commercial Operation. Provider shall notify Host when a System is capable of Commercial Operation, and shall in such notice certify to Host the Commercial Operation Date of such System.

Section 2.5 Removal of Systems. Upon the expiration or earlier termination of this Agreement (other than an early termination where Host is the Defaulting Party) and provided Host does not exercise its Purchase Option, Provider shall, at Provider’s sole cost and expense, remove the Systems from the Property on a mutually convenient date, but in no event later than one hundred and eighty (180) days following such expiration or termination. Host shall grant Provider and its agents, consultants, and representatives access and shall provide sufficient space for the temporary storage and staging of tools, materials, and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal at all reasonable times to the applicable Property and the Systems. Provider shall repair any and all damage caused to the applicable Property by its removal of the Systems. Each portion of the Property upon which a System is installed shall be returned substantially to its original condition to the extent reasonably possible and practical, excepting ordinary wear and tear and excluding any buried or underground materials, conduit, and conductors.

Article 3

Purchase and Sale of Energy; Delivery; Governmental Charges

Section 3.1 Purchase and Sale of Energy. In accordance with the terms and conditions hereof, commencing on the Commercial Operation Date of the first System of the System Portfolio and continuing throughout the remainder of the Term, Provider shall deliver and sell to Host at the Delivery Point(s) as and when available, and Host shall accept delivery and purchase from Provider at the Delivery Point(s), all of the Energy Output at the applicable Energy Payment Rate. Host shall take title to the Energy Output at the Delivery Point, and risk of loss shall pass from Provider to Host at the Delivery Point.

Section 3.2 Price for Energy Output. Host shall pay Provider a payment equal to the total Energy Output for each month multiplied by the applicable Energy Payment Rate set forth in Exhibit C. Host shall make such monthly payment to Provider pursuant to Section 11.1. Neither Party shall seek to change any of the rates or terms of this Agreement by making a filing or application with any Governmental Authority with jurisdiction over such rates or terms or exercise any rights a Party may have, if any, to seek changes to such rates or terms during the Term of this Agreement. Nothing herein shall affect either Party’s right to pursue the Dispute resolution procedures herein if any dispute arises which may be characterized as either Party seeking such a “change.”

Section 3.3 No Shading. Host shall not cause or permit any interference with any System’s insolation and access to sunlight. If Host becomes aware of any activity or condition that could

diminish the System's insolation and access to sunlight, Host shall notify Provider immediately and shall cooperate with Provider in preserving the System's existing insolation levels. In addition, Host shall trim or cause to be trimmed any shrubbery, trees or other growth on the Property or under its control that would interfere with any System's insolation or access to sunlight, and if Host does not perform such obligation upon ten (10) days' notice to Host, Provider shall have the right to perform such services at Host's expense and, notwithstanding any herein to the contrary, pursue damages for lost revenues under this Agreement from such shading that results in decreased System performance or production.

Section 3.4 Alteration/Shut Down of System; Closure; Relocation of System.

(a) Host shall not make any alterations or repairs to the Systems without Provider's prior written consent. In the event of an emergency or imminent safety risk to Host or other Persons on the Property, Host may, if such situation makes requesting action by Provider impracticable, disconnect or remove from service the applicable System, and immediately notify Provider thereof by telephone, with written notice to follow. Host shall be responsible for all damage to the System caused by Host or its contractors.

(b) Host acknowledges and agrees that notwithstanding any temporary or permanent closure of the Host's facilities located at the Property or connected to the Delivery Point, Host's obligation to purchase and pay for all Energy Output shall continue uninterrupted during the Term.

(c) If, during the Term, (i) Host ceases to conduct business operations at a Property or vacates such Property, (ii) such Property has been destroyed, or (iii) Host is otherwise unable to continue to host a System or accept the electricity delivered by a System for any other reason (other than a Provider Event of Default), Host may propose in writing the relocation of such System in lieu of termination of the Agreement by Provider for a Host Event of Default. If such proposal is practically feasible and preserves the economic value of the agreement for Provider, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties do not reach agreement on relocation of the System within sixty (60) days after Provider's receipt of Host's proposal, Provider may terminate this Agreement pursuant to Section 9.2. Host shall pay all costs associated with any such relocation or replacement of the System, including all costs and expenses incurred by or on behalf of Provider in connection with the removal of the System from the Property and the installation and testing of the System (or a replacement system) and the substitute property and all applicable interconnection fees and expenses. In addition, Host shall pay Provider an amount equal to the sum of (A) payments that Host would have made to Provider hereunder for the Energy Output during the period of relocation or replacement; and (B) the value of any and all lost Environmental Attributes and Tax Attributes.

Section 3.5 Estimated Annual Production; Minimum Production Guaranty.

(a) **Estimated Annual Production.** Provider has estimated that the Systems will deliver the estimated annual production as indicated in Exhibit D (the "**Estimated Annual Production**").

(b) **80% Minimum Production.**

(i) During the Term, Provider guarantees that the Actual kWh delivered from the System Portfolio during any Contract Year beginning with the third Contract Year of the

Term shall be no less than the Guaranteed Minimum Production applicable for such Contract Year as determined using the methodology set forth in Exhibit E.

(ii) Beginning on the last day of the third Contract Year that occurs after the Commercial Operation Date of the last System of the System Portfolio, Host shall notify Provider of any Energy Shortfall Credit. The Energy Shortfall Credit shall be applied to, and amortized over, eight (8) months of payments due from Host pursuant to Section 11.1, beginning with the first month after Host provides Provider notice of the Energy Shortfall Credit pursuant to this Section 3.5(b). Credit by the Provider of the Energy Shortfall Credit shall be the sole and exclusive remedy available to the Host, and the sole and exclusive liability of Provider, for Provider's failure to deliver the Guaranteed Minimum Production.

(c) **Insolation.** Provider shall disclose the initial insolation level assumed in its calculation of the Estimated Annual Production. During the Term, Provider shall track the insolation level at each Property, and upon Host's reasonable request shall provide Host with access to such insolation level data. If the insolation level for any Property is more than three percent (3%) less than the initial insolation level assumed in the calculation of the Estimated Annual Production over a period of three (3) Contract Years, then the Estimated Annual Production shall be adjusted to reflect such long-term insolation reduction. Provider shall be entitled to such adjustment of the Estimated Annual Production no more than once every three (3) Contract Years so long as the insolation level is not less than 90% of the assumed insolation level of the Estimated Annual Production then in effect.

(d) **Annual Degradation Factor.** Provider and Host agree that in accordance with the Systems' manufacturer's specifications, performance of the Systems will degrade by an Annual Degradation Factor as defined in Exhibit D for every Contract Year of operation. The Estimated Annual Production amounts in Exhibit D have been adjusted by the Annual Degradation Factor to reflect the expected degradation.

(e) **Reduction in Production beyond Provider's Control.** Notwithstanding any term to the contrary in this Agreement, if any event beyond the control of Provider or its contractors (including downtime due to warranty repairs) results in the System having any reduced production or performance failure, including in connection with any temporary disconnection or removal occurring pursuant to Section 3.4(a), then during any such period of reduced production or performance failure (i) Provider shall not be responsible or liable for or deemed in breach of this Agreement for any delay or failure of performance of its obligations under this Agreement, including the Guaranteed Minimum Production, and (ii) in the event of a Host caused reduction, Host shall promptly pay Provider for the value of the expected Energy Output of the System during such period of time based on, (A) during the first Contract Year, the expected Energy Output for such Contract Year, and (B) for each subsequent Contract Year, the average production during the same time period previously measured since the Commercial Operation Date (e.g., period from April through March) plus the value of any and all lost Environmental Attributes and Tax Attributes as set forth in Article 4.

(f) Host acknowledges and agrees that solar power is an intermittent resource and that the Energy Output, which is dependent on the sun and other factors, will vary and that no particular amount of Energy Output is guaranteed or represented in amount or time of delivery other than as otherwise expressly provided in this Section 3.5. Host further agrees to retain a source of electricity from the Utility.

Article 4
Environmental Attributes and Tax Attributes

Section 4.1 Title to Environmental Attributes. Notwithstanding the purchase and sale of Energy Output pursuant to Section 3.1, Provider shall be the owner and beneficiary of, and shall have all right, title and interest in and to, all Environmental Attributes relating to the Systems or the Energy Output during the Term, and Host shall have no right, title or interest in or to any such Environmental Attributes and shall not report to any Person that any such Environmental Attributes belong to any Person other than Provider, unless and until ownership of the System(s) has been transferred to the Host pursuant to the terms of this Agreement.

Section 4.2 Tax Attributes. Unless separately agreed to in writing by the Parties, Provider or its Financing Parties shall be the owner and beneficiary of, and shall have all right, title and interest in and to, all Tax Attributes relating to Systems or the Energy Output during the Term, and Host shall have no right, title or interest in or to any such Tax Attributes and shall not report to any Person that any such Tax Attributes belong to any Person other than Provider, unless and until ownership of the System(s) has been transferred to the Host pursuant to the terms of this Agreement.

Section 4.3 Cooperation with Environmental Attributes and Tax Attributes. At Provider's request, Host shall execute all documents and instruments reasonably necessary or desirable to effect or evidence Provider's right, title and interest in and to the Environmental Attributes or Tax Attributes, as the case may be. Host shall take all reasonable measures to assist Provider in obtaining all Environmental Attributes and Tax Attributes currently available or subsequently made available in connection with the System(s). If Host fails to act in good faith in completing documentation or taking actions reasonably requested by Provider, and such failure results in a loss of Environmental Attributes or Tax Attributes, Host shall reimburse Provider for the full amount of such lost Environmental Attributes or Tax Attributes, as the case may be.

Section 4.4 Impairment. Host shall not take any action or omit to take any action at the Property that would have the effect of impairing the value to Provider of the Environmental Attributes or Tax Attributes. Host shall be responsible for notifying Provider of any action or omission that could impair such value and for consulting with Provider as necessary to prevent impairment of the value of the Environmental Attributes or Tax Attributes.

Section 4.5 Rebate Deposits; Payment or Delivery of Environmental Attributes or Tax Attributes. To the extent (a) Provider pays any amounts due in connection with the application and reservation of performance-based incentives under the California Solar Initiative (or any other applicable program) and such amounts are refunded to Host, or (b) any Environmental Attributes or Tax Attributes are paid or delivered directly to Host, Host shall remit all such refunds or pay or deliver all such items or amounts to Provider within thirty (30) days after Host's receipt thereof.

Article 5
Construction and Installation of the System

Section 5.1 Installation and Removal. Subject to Section 5.4, Provider will cause each System to be designed, engineered, installed and constructed substantially in accordance with the terms of this Agreement and the Site Control Agreement and at the sole cost of the Provider, but

with the reasonable cooperation of Host. In addition, Provider shall design, engineer, install and construct substantially in accordance with the terms of this Agreement and the Site Control Agreement, the New Parking Lot at District Office in accordance with Exhibit B (“District Office Parking Lot”). In consideration for the payment of the Energy Output hereunder, upon completion of the District Office Parking Lot, Provider shall transfer the District Office Parking Lot to Host pursuant to a bill of sale and assignment and such other documents as agreed to by the Parties. Except for any warranties assigned to Host under such assignment documents, the transfer of the District Office Parking Lot shall be on an AS-IS/WHERE IS basis. Provider shall comply with the reimbursement obligations as described in Exhibit B – “Description of the Systems and Construction Conditions,” either prior to commencement of construction or after completion, as applicable. Host shall have the right to review and approve the approximate size and location of each System. Provider shall provide Host with the approximate size and location of each System for approval prior to commencement of construction. Host will have ten (10) days after receipt to approve or disapprove such approximate size and location (which approval will not be unreasonably withheld, conditioned or delayed), and failure by Host to respond within such ten (10) day period will be deemed approval. If Host disapproves such approximate size and location, Provider shall make modifications and resubmit it for Host’s approval, subject to the process described in the preceding sentence. Subject to the terms of the Site Control Agreement and this Agreement, Provider shall use commercially reasonable efforts to install the Systems in a manner that minimizes inconvenience to and interference with Host. Notwithstanding the foregoing, if Provider determines in its sole discretion that it is unable to install or interconnect a System at the applicable Property for any reason, it shall be under no obligation to do so, and this Agreement shall terminate with respect to such System and be of no further force and effect upon notice from Provider to Host to that effect. The termination of this Agreement with respect to such eliminated System shall not affect this Agreement as it relates to the remaining Systems, including the Energy Payment Rate that Host pays for the remaining Systems.

Section 5.2 Third Party Inspections.

(a) Provider shall be entitled to select (subject to Host’s approval, not to be unreasonably withheld) each company that performs inspections of the materials and equipment for the design, engineering, procurement, construction or installation of the Systems, including any inspections required to verify the Systems’ compliance with Applicable Law.

(b) Division of State Architect Inspections. Provider shall be entitled to select (subject to Host’s approval, not to be unreasonably withheld) each inspection company, including the inspector of record, required in connection with the approval of the Systems by the DSA. Where required by Applicable Law, Host shall contract directly with DSA inspectors, but Provider shall reimburse Host for payments made by Host under any such contract. The rights and obligations of Host and Provider under this Section 5.2(b) shall be subject to the following guidelines:

(i) When required to contract directly with DSA inspectors, Host shall use an agreement approved by Provider in its reasonable discretion; provided that at a minimum such agreement shall include provisions granting Provider the right to (A) coordinate with and participate in the management of the entire scope of services to be performed by such inspector, (B) communicate directly with such inspectors and, where necessary, (C) direct the inspector pursuant to such agreement to the extent required by Applicable Law;

(ii) Host shall fully cooperate with Provider to timely complete and submit all paperwork and forms required for DSA approval.

(iii) DSA Approvals. Provider shall procure all Permits required by the DSA that are directly related to the design, installation, construction and operation of the Systems, including any exterior improvements or exterior upgrades the DSA may require of Provider in order for the Systems to comply with the Field Act (Education Code §§17280-17317) and the American with Disabilities Act. Notwithstanding the foregoing, Provider shall not be responsible for satisfying any DSA requirements relating to (a) any pre-existing, open or unresolved DSA requirements that the Host may be subject to which are not directly related to the Systems, and (b) any requirements or improvements required by the DSA resulting in the construction, improvement or renovation of Host's buildings or structures. Within 30 days after DSA closeout, Host shall deliver to Provider all third-party invoices related to the inspections. At Provider's request, Host shall provide all documentation and detail supporting such invoices.

Section 5.3 Utility Approvals. Except as provided in Section 5.3, Provider shall be responsible for and bear all costs associated with applying for and obtaining all Permits required for the installation, operation, and maintenance of the Systems, and costs associated with applying for all rebates and incentives. Provider shall be solely responsible for effecting the required interconnection and net metering approvals and agreements for the Systems. Notwithstanding the foregoing, Host shall cooperate with Provider and use its best efforts to assist Provider in obtaining and maintaining all necessary Permits in connection with the installation, operation and maintenance of the Systems, including the submission of applications for interconnection of the Systems with the Utility, net metering approvals, and applications for the resale of excess power to the Utility and, upon Provider's request, the execution of all required interconnection and net metering applications and agreements. If Host incurs any out-of-pocket costs associated with such assistance, Provider shall reimburse Host for the reasonable and documented costs actually incurred by Host promptly following receipt of written documentation of such costs from Host. Host shall not make any material changes to its electrical equipment at any Property after the date on which the applicable Utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such Utility of such interconnection application. Should the Utility or the local inspector fail to approve the interconnection application of a System with respect to any Property or require equipment in addition to the equipment contemplated by Provider in connection with such Property, Provider may terminate this Agreement immediately with respect to such System following to notification of same from the Utility. The Parties shall not be obligated to proceed with the installation of any System if the applicable Utility or inspector approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades. Host acknowledges that adjustments in the terms and conditions of this Agreement may be necessary to account for rule changes in the Utility control areas that could not be anticipated at the date of execution of this Agreement or that are beyond the control of the Parties, and the Parties shall make such commercially reasonable amendments as are reasonably required to comply therewith.

Section 5.4 Interconnection and Net Metering Agreements. Throughout the Term, following interconnection of each System, Host shall at all times comply with the customer requirements of all applicable interconnection and net metering agreements so as to maintain the effectiveness of such agreements for the resale of excess power to the Utility (so long as net

metering has not been made unavailable by the Utility to the Host) and shall not perform any action that would result in the breach of the terms and conditions of such agreements. Provider acknowledges that at all times Host is the sole owner and beneficiary of all net metering or similar credits or payments for Energy Output exported to the electrical utility grid (not including incentives or rebates provided under the California Solar Initiative).

Section 5.5 Host Cooperation and Responsibilities. Host will cooperate with Provider and any third parties with whom Provider contracts by providing access to each Property during working hours without unreasonable restrictions. In connection with the construction of the Systems, Host shall provide Provider (at no additional cost to Provider) with access to the utilities and communications services and infrastructure on the Properties as are reasonably necessary to be used by Provider for the construction, start-up, maintenance, repair, replacement and operation of the Systems, which utilities and communications services and infrastructure shall include access to onsite electricity, water, telephone and cellular signals. In addition, Provider shall have the right to install on the Properties, at its sole discretion and expense, equipment to enable wireless connection of each System to the internet at locations approved by the Host, in the Host's reasonable discretion.

Section 5.6 Additional Provisions. The Parties shall comply with the provisions set forth in Exhibit H attached hereto.

Article 6

Ownership; Maintenance of System and Reporting Requirements

Section 6.1 Ownership of Systems by Provider.

(a) Provider shall own each System, and shall be entitled to own, claim, retain and transfer any and all Environmental Attributes and all Tax Attributes, other than net metering or similar credits or payments for Energy Output as set forth in Section 5.5.

(b) Host and Provider agree that each System shall at all times be the personal property of Provider, severable from the applicable Property, and shall not become a fixture on such Property. Host shall not take any position on any tax return or on any other filings that is inconsistent with the foregoing or indicating or suggesting that it is anything other than a purchaser and user of electricity from the Systems. Host will at all times keep each Property free from any legal process or lien attributable to any act or omission of Host, and will give Provider immediate notice if any legal process or lien is asserted or made against a System or against Host where a System or any Property may be subject to any lien, attachment or seizure by any Person. If Host breaches its obligations under this Section 6.1(b), it shall promptly cause such liens to be bonded, discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in bonding, discharging and releasing such liens.

(c) Notwithstanding anything that may be contrary in Section 6.1(a), Section 6.1(b) and Section 18.2, Provider may finance any System by means of a sale-leaseback financing, pursuant to which one or more third-party investors (directly or indirectly via a trust or another special purpose entity) will own such System and lease it back to Provider.

(d) With respect to any liens, security interests or other encumbrances to Host's title to any Property that may impact the Site Control Agreement or a System, Host shall enter into a subordination and non-disturbance agreement ("SND A"), in recordable form approved by

Provider (such approval not to be unreasonably withheld), with any third party who now has or may in the future obtain an interest in the Property (as defined in the applicable Site Control Agreement), including any lenders to Host, Host's landlord or any lenders to the fee title owner, as applicable (such third parties, "Lienholders"). Host shall use reasonable efforts to obtain such SNDAs within [ninety (90) days] after Provider's request therefor. Such SNDA shall (i) acknowledge and consent to the Provider's rights in the Site Control Agreement, (ii) acknowledge that such third party has no interest in the Systems or easements granted under the Site Control Agreement and shall not gain any interest in the Systems or Site Control Agreement by virtue of the Parties' performance or breach of the Site Control Agreement, (iii) subordinate such third party's interest in Property to the Easements and the Site Control Agreement, (iv) acknowledge that Provider's rights in the Property granted under the Site Control Agreement shall run with such Property throughout the term of such Site Control Agreement, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance by such third party of the Property, and (v) provide that so long as Provider is not in default under the Site Control Agreement beyond the expiration of any applicable grace or cure period provided for thereunder, Provider's right of peaceable and quiet use and enjoyment of the Property pursuant to the Easements therein granted by Host shall not be disturbed by such third party. Host shall indemnify, defend, and hold harmless Provider, and its affiliates, and each of their respective members, managers, shareholders, directors, officers, employees, agents, and successors and assigns, from or against any and all Indemnity Claims of whatever kind or nature to the extent arising out of or resulting from (a) the exercise by any Lienholder of any rights or remedies available to such Lienholder at law, in equity, or pursuant to any agreement granting rights to such Lienholder or (b) the failure of Host to obtain the SNDAs. Such indemnity shall terminate and have no further force and effect with respect to Lienholders from which Host obtains an SNDA meeting the requirements of this Agreement and in form and substance acceptable to Provider.

Section 6.2 Site Control Agreement. Pursuant to the terms and conditions of the Site Control Agreement, (Exhibit I), the Parties acknowledge and agree that with respect to each System, Host is granting Provider the Easement over the portion of the Property upon which the Systems are located.

Section 6.3 Maintenance of Systems by Provider and Host.

(a) Provider shall maintain each System in good condition and repair in accordance with applicable contractor, subcontractor and vendor warranties and guarantees, manufacturer's instructions and specifications, Applicable Laws and applicable standards with respect to the Systems, and the terms of this Agreement, at Provider's sole cost and expense, except that Host shall reimburse Provider for all reasonable and documented costs and expenses of any repairs or maintenance resulting from damage caused by Host or its agents, employees, contractors, or third-party invitees. Provider may suspend delivery of Energy from a System to a Delivery Point for the purpose of maintaining and repairing such System.

(b) Host hereby grants Provider and its agents, consultants, and representatives access at all reasonable times (including under emergency conditions) to each Property and each System, all System operations, and any documents, materials and records and accounts of Host relating thereto for purposes of inspection and maintenance of the Systems. During any inspection or maintenance of the Systems, Provider, and its agents, consultants and representatives shall comply with Host's reasonable safety and security procedures, and Provider

and its agents, consultants and representatives shall conduct such inspection and maintenance in such a manner as to cause minimum interference with Host's activities and the activities of Host's tenants. Prior to entry onto a Property for inspection and maintenance, Provider and its agents, consultants and representatives shall notify the site administrator.

Section 6.4 Vandalism and Theft. Notwithstanding the foregoing, after the Commercial Operation Date of a System, Host shall conduct routine visual observations of the Property and shall notify Provider of any apparent theft, damage or vandalism to the Systems, including graffiti, within two (2) Business Days after any such discovery.

(a) Host shall have the right, but no obligation, to remove all graffiti and "tagging" of the following components of the Systems, except that Provider shall supply all paint that is reasonably required to remove graffiti from such System components: columns, beams, purlins, steel racking, panel boxes, protection barriers and skirts located underneath solar modules, canopy bollards and other equipment hanging from columns.

(b) Provider shall be solely responsible for, and shall have the exclusive right to remove graffiti and "tagging" of the following components of the System: inverters, combiner boxes, solar modules and all other electrical equipment having access to live disconnect switches from enclosures.

(c) Host shall fully cooperate with any and all investigations initiated by Provider pertaining to any event of theft or vandalism affecting the System(s) including filing police reports, witness statements and public announcements, consistent with Applicable Law and the rights of Host's staff, students, and their families and associates, at law and pursuant to the policies and administrative procedures established by the governing board of Host.

Section 6.5 Safety and Security.

(a) Provider shall take all reasonably necessary safety precautions in providing the Energy Output and shall comply in all material respects with all Applicable Laws pertaining to the safety of persons and real and personal property.

(b) Host shall take all reasonable measures for the security and protection of the Systems, including commercially reasonable surveillance and monitoring of the Systems and Property.

(c) Provider shall in its sole discretion be permitted, but not required, to install and operate security measures including security surveillance, non-injurious fencing around ground-mounted arrays, security and safety signage and safety billboards.

(d) Host shall fully cooperate with any efforts of Provider to educate teachers, parents and students regarding the safety and security of the Systems.

Section 6.6 Emergency Response Planning. If requested by Provider, Host shall reasonably cooperate with Provider to establish an emergency response protocol in the event of any emergency situation (e.g. earthquake, flood, fire, bomb threat, public demonstration, state and federal declared emergencies) directly affecting the operation of the Systems or the Property.

Article 7
Metering Devices and Metering

Section 7.1 Metering Equipment. Provider shall install, own, operate, and maintain a Metering Device at each Delivery Point for each System. Upon request, Host shall be entitled to electronic access to the software platform of the Metering Device that provides energy production data relating to the Systems for purposes of tying such data into the Host's energy management system.

Section 7.2 Measurements. Readings of any Metering Device shall be conclusive as to the amount of Energy Output, except that if a Metering Device is out of service, is discovered to be inaccurate pursuant to Section 7.3, or registers inaccurately, measurement of Energy Output shall be determined in the following sequence: first, by estimating Energy Output during periods when such Metering Device was registering inaccurately by obtaining the product of (i) the average ratio of kWh of Energy Output per System generating capacity (measured in kW) of each other System whose Metering Device was in service and registering accurately during such period multiplied by (ii) the System generating capacity (measured in kW) of the System whose Metering Device was registering inaccurately; and, second, applying such estimated Energy Output (a) for the actual period during which inaccurate measurements were made or (b) if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, to an assumed period equal to one-half of the period from the date of the last previous test of such Metering Device through the date the inaccuracy was identified and corrected, except that, in the case of clause (b), the period covered by the correction under this Section 7.2 shall not exceed six (6) months.

Section 7.3 Standard of Metering Device Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of a Metering Device:

(a) If either Party disputes the accuracy or condition of such Metering Device, such Party shall so advise the other Party in writing.

(b) Provider shall, within fifteen (15) Business Days after receiving such notice from Host or issuing such notice to Host, advise Host in writing as to Provider's position concerning the accuracy of such Metering Device and Provider's reasons for taking such position.

(c) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may request a test of such Metering Device.

(d) If such Metering Device is found to be inaccurate by not more than two percent (2%), any previous recordings of such Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of such Metering Device under Section 7.3(a) shall bear the cost of inspection and testing of such Metering Device.

(e) If such Metering Device is found to be inaccurate by more than two percent (2%), or if such Metering Device is for any reason out of service or fails to register, then (i) Provider shall promptly cause such Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, and (ii) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 7.2. If as a result of such adjustment the quantity of Energy Output for any period is decreased (such quantity, the "**Energy Deficiency Quantity**"), Provider

shall reimburse Host for the amount paid by Host in consideration for the Energy Deficiency Quantity, and shall bear the cost of inspection and testing of such Metering Device. If as a result of such adjustment the quantity of Energy Output for any period is increased (such quantity, the “**Energy Surplus Quantity**”), Host shall pay for the Energy Surplus Quantity at the Energy Payment Rate applicable during the applicable Contract Year, and shall bear the cost of inspection and testing of such Metering Device.

Article 8

Loss, Damage or Destruction of System; Insurance; Force Majeure

Section 8.1 System Loss and Damage.

(a) Subject to Host’s obligation to indemnify Provider set forth in Section 13.1, Provider shall bear the risk of any System Loss on each Property, except to the extent such System Loss results from Host’s breach of this Agreement or the negligence or willful misconduct of Host or its agents, employees, contractors, or third-party invitees (such System Loss to the extent resulting from such breach, negligence, or willful misconduct, a “**Host System Loss**”). Provider shall provide and maintain insurance against any System Loss, including business interruption insurance, in an amount not less than the System Loss Amount, with the loss payable to Provider.

(b) In the event of any System Loss other than a Total System Loss, this Agreement will remain in full force and effect with respect to such System, and Provider shall (at Host’s cost and expense to the extent such System Loss is a Host System Loss and otherwise at Provider’s cost and expense) repair or replace such System as quickly as practicable. Provider shall be entitled to all proceeds of insurance with respect to damage to or loss of the Systems; provided, however, that proceeds paid on account of damage to the Property shall be paid to Host.

(c) Total Damage or Destruction.

(i) In the event of any System Loss that, in the reasonable judgment of Provider, results in damage, destruction or loss of (A) all or substantially all of any System, (B) such magnitude that the cost to rebuild such System would result in a material adverse economic impact to Provider, or (C) such magnitude that a Financing Party will not permit the use of insurance proceeds for the purpose of rebuilding such System (in each case, a “**Total System Loss**”), Provider shall, within twenty (20) Business Days following the occurrence of a Total System Loss, notify Host whether Provider is willing, notwithstanding such Total System Loss, to repair or replace such System in accordance with Section 8.1(b).

(ii) If Provider notifies Host that Provider is not willing to repair or replace any System subject to a Total System Loss, (A) this Agreement will terminate automatically with respect to such System, effective upon the delivery of such notice, (B) from and after the date of delivery of such notice, such System shall no longer constitute part of the System Portfolio for all purposes hereunder and the aggregate payments with respect to the System Portfolio under Exhibit D and Exhibit E shall be correspondingly reduced, (C) Provider shall, at Provider’s sole cost and expense, remove such System from the Property as provided in Section 2.5, and (D) Provider shall be entitled to all proceeds of insurance with respect to damage to or loss of the such System, provided, however, that proceeds paid on account of damage to the Property shall be paid to Host.

Section 8.2 Insurance.

(a) **Provider.** Provider shall maintain, at its sole expense, (i) property insurance on the Systems for the replacement cost thereof, (ii) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (iii) employer's liability insurance with coverage of at least \$1,000,000, (iv) workers' compensation insurance as required by law and (v) an umbrella policy of at least \$4,000,000. Such insurance shall be primary coverage without right of contribution from any insurance of Host. Provider shall provide documentation of such insurance to the Host evidencing the insurance required under this Section within thirty (30) days of the written request by Host, and Provider shall provide certificate holder thirty (30) days' notice of cancellation (ten (10) days for non-payment of premium). Failure of Host to enforce the minimum insurance requirements listed above shall not relieve Provider of responsibility for maintaining these coverages.

(b) **Host.** Host shall provide and maintain "all-risk" property damage insurance, covering the Property in the amount not less than the replacement value of the Host's buildings, tools, personal property and equipment, which comprise all or a portion of the Property, excluding coverage for the Systems, during all periods (construction and operation). All such policies shall be commensurate with the coverages typically carried by Host. Within thirty (30) days after execution of this Agreement and thereafter at each renewal date, Host shall deliver to Provider certificates of insurance evidencing such coverage. Provider shall be given at least thirty (30) days' prior notice by the applicable insurer in the event of cancellation, non-renewal or termination of coverage (ten (10) days for non-payment of premium). Such insurance shall be primary coverage and shall include Host's indemnitees hereunder as additional insureds. Unless caused by Provider, Provider shall not be liable for any damage to any Property, or any of Host's equipment, buildings, tools or personal property located thereon that results from perils that would be insured against in a so called "all-risk property damage" insurance policy. Failure of Provider to enforce the minimum insurance requirements listed above shall not relieve Host of responsibility for maintaining these coverages.

(c) Provider shall maintain or cause to be maintain "all risk" property insurance covering each of the Systems during all periods (construction and operation) that Provider is the beneficial owner of such Systems. Provider shall waive subrogation in favor of Host and its affiliates under the "all-risk" property insurance policy being maintained pursuant to this provision.

(d) All insurance required hereunder shall waive the insurer's right of subrogation. The provisions of this Agreement shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. The liability of the Parties shall not be limited by insurance.

Section 8.3 Performance Excused by Force Majeure.

(a) **Excused Performance.** Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of Force Majeure, on the condition that the Party claiming relief under this Section (i) notifies the other Party in writing of the existence of the Force Majeure, (ii) exercises all commercially reasonable efforts necessary to minimize delay caused by such Force Majeure, (iii) notifies the other Party in

writing of the cessation or termination of said Force Majeure and (iv) resumes performance of its obligations hereunder as soon as practicable thereafter.

(b) **Termination in Consequence of Force Majeure Event.** If an event of Force Majeure occurs with respect to a System that affects Provider's performance of its obligations hereunder and that continues for a period of ninety (90) days, then Provider may terminate this Agreement with respect to such System upon thirty (30) days' prior notice to Host. Within forty-five (45) days after such termination, Host shall pay to Provider in immediately available funds the Host Termination Payment calculated in accordance with Section 9.5. Except as set forth in the preceding sentence, neither Party shall have any liability to the other with respect to such System (other than any such liabilities that have accrued prior to such termination), the provisions of Article 9 (Events of Default; Remedies) shall be inapplicable to such System, and the Agreement shall continue to be effective with regards to all other System(s), if applicable.

Article 9

Events of Default; Remedies

Section 9.1 Events of Default. An "Event of Default" means, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within ten (10) Business Days after notice for payments for Energy Output and thirty (30) days after notice for all other payments; or

(b) Host materially interferes with the operation or energy production of the System(s), including any interference or interruption which results in the decommissioning of any System or any component thereof; or

(c) Host breaches or fails to maintain any applicable interconnection or net metering agreement between Host and the Utility; or

(d) such Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party that has a similar effect, and, if any such bankruptcy proceedings or other proceedings were initiated by a third party, if such proceedings have not been dismissed within 90 days following receipt of a notice from the Non-Defaulting Party demanding such cure; or

(e) such Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within ten (10) Business Days after receipt of notice from the Non-Defaulting Party to the Defaulting Party; or

(f) Host makes a transfer of a Property without prior notice to Provider and without assigning this Agreement and the applicable Site Control Agreement in accordance with Section 18.1, or the person receiving the transfer of a Property from Host does not agree to be bound by the terms of the relevant Site Control Agreement and this Agreement; or

(g) Any event of default by Host under any Site Control Agreement which is not cured within the applicable cure period as set forth in the Site Control Agreement; or

(h) Either Party otherwise materially breaches any term of this Agreement and such breach is not cured within thirty (30) days after notice thereof, except that such cure period will

be extended for a reasonable period of time (but not beyond 120 days) to the extent reasonably necessary to cure the breach if (i) the Defaulting Party initiates such cure within thirty (30) days after receipt of notice and continues such cure to completion and (ii) there is no material adverse effect on the Non-Defaulting Party resulting from failure to cure the breach.

Section 9.2 Remedies for Event of Default.

(a) If at any time an Event of Default with respect to a Defaulting Party has occurred, the other Party (the “**Non-Defaulting Party**”) will, without (except as otherwise provided in Section 9.3) limiting the rights or remedies available to the Non-Defaulting Party under this Agreement or Applicable Law, have the right:

(i) by notice to the Defaulting Party, to designate a date, not earlier than the date such notice is effective and not later than thirty (30) Business Days after the date such notice is effective, as an early termination date (“**Early Termination Date**”) of this Agreement;

(ii) to withhold any payments due to the Defaulting Party under this Agreement; and

(iii) to suspend performance due to the Defaulting Party under this Agreement, subject to the requirements of any consent executed pursuant to Section 18.2(b).

(b) If the Non-Defaulting Party designates an Early Termination Date, this Agreement will terminate as of the Early Termination Date unless the Event of Default has been cured prior to that date.

Section 9.3 Host Removal Rights Upon Termination for Default. If Host is the Non-Defaulting Party and elects to terminate this Agreement as provided in Section 9.2, Provider shall, upon Host’s request, remove the Systems at Provider’s sole cost and expense as provided in Section 2.5 (or Host may remove and have stored the Systems at Provider’s sole cost and expense if Provider fails to remove the Systems within one hundred and eighty (180) days after the Early Termination Date, and if the System is stored by Host and Provider fails to take possession of the stored System or fails to reimburse Host the cost of storage prior to taking possession of the stored System, Host shall be entitled to sell, by any reasonable method, such portions of the stored System necessary to defray the cost of storage, and apply such proceeds to the cost of storage).

Section 9.4 Provider Removal Rights Upon Termination for Default. If Provider is the Non-Defaulting Party, and Provider elects to terminate this Agreement as provided in Section 9.2, Provider will be entitled to remove the Systems at Host’s sole cost and expense.

Section 9.5 Termination Payment for Host’s Default. In addition to the exercise of any and all other remedies available under this Agreement or under Applicable Law, upon termination of this Agreement as a result of an Event of Default by Host, Host shall be required to pay to Provider (i) any amount owed by Host to Provider for Energy Output delivered prior to the Early Termination Date, and (ii) as liquidated damages, the higher of the Fair Market Value or the Termination Value set forth in Exhibit F for the year in which the Early Termination Date occurs (collectively, “**Host Termination Payment**”). The Parties agree and acknowledge that given the complexity of the technology used by the System(s) and the volatility of energy markets, actual damages to Provider would be difficult if not impossible to ascertain, and the applicable Fair Market Value or Termination Value is a reasonable approximation of the damages suffered by Provider as a result of early termination of this Agreement. Within forty-five (45) days after

written demand by Provider to Host of amounts due under this Section 9.5, Host shall pay to Provider in immediately available funds the Host Termination Payment calculated in accordance with this Section 9.5. For the avoidance of doubt, upon Host's payment of the Host Termination Payment to Provider, Host shall not acquire title to the System Assets, and except as set forth in Section 19.4, both Parties' obligations under this Agreement shall terminate immediately.

Section 9.6 Closeout Setoffs. Upon the termination of this Agreement in its entirety and the termination of the Site Control Agreement, either Party will be entitled, at its option and in its discretion, to set off, against any amounts due and owing to the other Party under this Agreement or the Site Control Agreement, any amounts due and owing from the other Party under this Agreement or the Site Control Agreement.

Section 9.7 Remedies Cumulative. The rights and remedies contained in this Article 9 are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

Section 9.8 Limitation on Liability.

(A) **Consequential Damages Waiver.** NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE EXCEPT (I) TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, INCLUDING AS PROVIDED IN SECTION 3.3, SECTION 3.5, AND SECTION 4.3, OR (II) WITH RESPECT TO A THIRD PARTY INDEMNITY CLAIM UNDER ARTICLE 13.

(b) **Maximum Liability.** EXCEPT FOR LIABILITY FOR INDEMNIFICATION FOR THIRD-PARTY CLAIMS AND AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PROVIDER PURSUANT TO THIS AGREEMENT.

Article 10 **Change in Law**

Section 10.1 Impacts of Change in Law. If Provider determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Provider's rights, entitlement, obligations or costs under this Agreement, then Provider may so notify Host of such Change in Law, and within thirty (30) days after Host's receipt of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Provider may terminate this Agreement without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and the requirements for removal of the Systems and restoration of Host's property upon termination pursuant to Section 2.5.

Section 10.2 Illegality or Impossibility. If a Change in Law renders this Agreement, or Provider's performance of this Agreement, either illegal or impossible, then Provider may

terminate this Agreement immediately upon notice to Host without either Party having further liability hereunder except with respect to liabilities accrued prior to the date of termination and the requirements for removal of the Systems and restoration of Host's property upon termination pursuant to Section 2.5.

Article 11 **Invoicing and Payment**

Section 11.1 Invoicing and Payment. Commencing on the first month after the Commercial Operation Date of the first System of the System Portfolio, Provider shall submit an invoice for payment for Energy Output to Host on the first day of each month during the Term. All invoices under this Agreement will be due and payable not later than thirty (30) days after receipt of the applicable invoice (or on the next Business Day). Host shall make payment to any account designated in writing by Provider. Any amounts not paid by the applicable due date will accrue interest at the Late Payment Interest Rate until paid in full.

Section 11.2 Taxes.

(a) Host shall be responsible for and timely pay (1) all Governmental Charges imposed on the generation, sale, purchase, delivery or consumption of Energy produced by the Systems or the interconnection of the Systems to the Utility's electricity distribution system, whether imposed before, upon or after the delivery of Energy Output to Host at each Delivery Point, (2) real property taxes on the Properties, if any, including any increased taxes or assessments on the Properties caused by the presence of a System, and (3) any applicable transfer taxes arising upon the sale or transfer of the Systems to Host pursuant to this Agreement.

(b) Subject to Host's obligation in Section 11.2(a), Provider shall be responsible for and timely pay any sales or use tax imposed with respect to Provider's acquisition, installation, and ownership of the System.

(c) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. If the sale of Energy hereunder is to be exempted from or not subject to one or more Governmental Charges, promptly upon Provider's request therefor, Host shall provide Provider with all necessary documentation to evidence such exemption or exclusion.

Section 11.3 Late Payments. All undisputed amounts hereunder shall be paid by Host without set-off or deduction, other than as described under Section 9.6. Any payment not made within the time limit specified in Section 11.1, as well as any payments made following a resolution of a disputed amount under Section 11.4, shall bear interest from the date on which such payment was originally required to have been made (including, for disputed amounts, as though there had been no dispute) through and including the date such payment is actually received by Provider. Such interest shall accrue at the Late Payment Interest Rate.

Section 11.4 Disputed Amounts. Within thirty (30) days after receipt of any invoice, Host may provide notice to Provider of any alleged error therein. Host shall timely pay all amounts not disputed in good faith, including the undisputed portion of any invoice, in accordance with Section 11.1. If Provider notifies Host within 30 days of receipt of such notice that Provider disagrees with the allegation of error in the invoice, the Parties shall meet, by telephone conference call or otherwise, within ten (10) days of Host's response for the purpose of attempting to resolve the Dispute. If the Parties fail to resolve the dispute within 30 days after

such initial meeting, such dispute shall be resolved pursuant to Article 16. Any amounts disputed hereunder shall be placed in escrow pending resolution of such dispute.

Article 12

Representations and Warranties; Buyer Acknowledgment

Section 12.1 **Host Representations and Warranties.** Host hereby represents and warrants to Provider that:

(a) It is, and will remain throughout the Term, a public school district duly organized, validly existing and in good standing under the laws of the State of California; that it has, and will continue to have throughout the Term, the power and authority to enter into and perform this Agreement and the Site Control Agreement; and that the execution, delivery and performance of this Agreement and the Site Control Agreement has been duly authorized by all necessary corporate action; and

(b) There is (i) no pending or, to its knowledge, threatened legal action or proceedings that could materially adversely affect its ability to perform its obligations under this Agreement or Provider's right to construct, own, operate and maintain any System, and (ii) no environmental liability, environmental claim, or, to its knowledge, potential or threatened environmental claim, asserted or threatened, against any Property which would adversely affect Host's ability to perform under this Agreement or Provider's rights to construct, own, operate and maintain any System; and

(c) The execution, delivery and performance of this Agreement by Host will not result in a breach of, default under or violation of (i) any Applicable Law, (ii) the provisions of any authorization of or in respect of Host, (iii) any provision of its [**articles of incorporation or bylaws**], (iv) any promissory note, indenture or any evidence of indebtedness or security therefor, or (v) any material lease, material contract or other material agreement by which it or its property is bound; and

(d) To the best knowledge of the Host, as of the date hereof, no approval or consent is required from any Governmental Authority in connection with the due authorization, execution and delivery of this Agreement or the performance of the Host of its obligations hereunder which the Host has reason to believe that it will be unable to obtain in due course on or before the date required for Host to perform such obligations; and

(e) This Agreement constitutes a legal, valid and binding obligation of and enforceable against Host in accordance with its terms, except as the enforceability of such terms may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditor's rights generally; and

(f) It has not entered into any contracts or agreements with any other Person regarding the provision of services at the Property contemplated to be provided by Provider under this Agreement; and

(g) It is capable of assessing the merits of and understands and accepts the terms, conditions and risks of this Agreement and has made its own independent decision to enter into this Agreement; and

(h) It understands that the Provider is not acting as a fiduciary for or an adviser to it or its Affiliates; and

(i) The various charges and fees contained in this Agreement are the result of arms' length transactions on the date of the execution and delivery of this Agreement; and

(j) Its real property interest in the Property is sufficient to carry it through the Term; and

(k) Subject to any Property for which Host has obtained an SNDA in accordance with Section 6.1(d), there are no liens, security interests, claims and other encumbrances existing on any Property which would adversely affect Provider's rights to construct, own, operate and maintain the Systems on such Property and to perform its obligations under this Agreement; and

(l) All information provided by Host to Provider, as it pertains to a Property's physical configuration, Host's planned use of the Property, and Host's estimated electricity requirements, is accurate in all material respects; and

(m) None of the electricity to be generated by the Systems will be used to generate energy for the purpose of heating a swimming pool; and

(n) It has made all necessary findings in accordance with California Government Code Section 4217.12; and

(o) The audited financial statements of the Host for the past three fiscal years have been delivered to Provider and (i) were prepared in accordance with generally accepted accounting principles consistently applied throughout the respective periods covered thereby, except as otherwise expressly noted therein, and (ii) present fairly the financial condition of Host as of the dates thereof and results of its operations for the periods covered thereby. Host further represents and warrants to Provider that (1) since the date of the most recent of the above-referenced audited financial statements, there has been no material adverse change in Host's financial condition and (2) Host shall provide its audited financial statements annually to Provider within thirty (30) days of completion.

Section 12.2 Provider Representations and Warranties.

(a) Provider hereby represents and warrants to Host that:

(i) It is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware, that it has the power and authority to enter into and perform this Agreement, and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary limited liability company action on its part. Further, during the Term, Provider shall remain a duly organized and validly existing legal entity with authority to conduct business in the State of California and shall have the power and authority to perform this Agreement; and

(ii) No suit, action, arbitration, legal, administrative or other proceeding is pending or, to the best of Provider's knowledge, has been threatened against Provider that would affect the validity or enforceability of this Agreement or the ability of Provider to fulfill its obligations hereunder, or that would, if adversely determined, have a material adverse effect on Provider's performance of this Agreement; and

(iii) The execution, delivery and performance of this Agreement by Provider will not result in a breach of, default under or violation of (i) any Applicable Law, (ii) the provisions of any authorization of or in respect of Provider, (iii) any provision of its certificate of formation or other organizational documents, (iv) any promissory note, indenture or any

evidence of indebtedness or security therefor or (v) any material lease, material contract or other material agreement by which it or its property is bound; and

(iv) This Agreement constitutes a legal, valid and binding obligation enforceable of and against Provider in accordance with its terms, except as the enforcement of such terms may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforceability of creditor's rights generally; and

(v) It is not an electrical public utility or electrical corporation as defined by Cal. Pub. Util. Code § 218(b).

(b) **Exclusion of Warranties.** PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 12.3 Host Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Host acknowledges and agrees that, for purposes of this Agreement, Provider is not a "utility" as such term is used in Section 366 of the Bankruptcy Code, and Host shall waive and not assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Host is a debtor.

Article 13 Indemnity

Section 13.1 Indemnity.

(a) Host shall indemnify, defend and hold harmless Provider and its Affiliates and its and their directors, officers, and employees, from and against any and all claims, whether or not involving a third-party claim, including demands, actions, damages, losses, costs, expenses, and attorney's fees (collectively, "**Indemnity Claims**"), to the extent arising out of or resulting from (i) any breach, negligent act, error or omission or intentional misconduct by Host or its trustees, directors, officers, employees, contractors, subcontractors, agents, or third-party invitees under the terms of this Agreement or the Site Control Agreement, or (ii) the existence or release of any Hazardous Substances in, on, under or about the Property (excepting any Hazardous Substances introduced to the Property by Provider or its agents, employees, or contractors); provided, however, that Host will not have any obligation to indemnify Provider from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the gross negligence or intentional misconduct of Provider or any of its directors, officers, or employees.

(b) Provider shall indemnify, defend and hold harmless Host, its trustees, directors, officers, and employees, from and against any and all Indemnity Claims, whether or not involving a third-party claim, to the extent arising out of or resulting from (i) any breach, negligent act, error or omission or intentional misconduct by Provider or its Affiliates, directors, officers, employees, contractors, subcontractors or agents under the terms of this Agreement or the Site Control Agreement, or (ii) any Hazardous Substances introduced to the Property by Provider or its agents, employees, or contractors; provided, however, that Provider will not have any obligation to indemnify Host from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the gross negligence or intentional misconduct of Host or any of its directors, officers, employees, agents, or third-party invitees.

(c) The Parties' indemnification obligations set forth in this Section 13.1 shall terminate with respect to any System three (3) years following the expiration or termination of this Agreement with respect to such System.

Article 14

System Purchase and Sale Option

Section 14.1 Grant of Purchase Option. Provider hereby grants Host the right and option to purchase all of Provider's right, title and interest in and to the total System Assets comprising the System Portfolio on the terms set forth in this Article 14 (the "**Purchase Option**"). The Purchase Option shall be irrevocable by Provider, and may be exercised by Host only in accordance with this Agreement.

(a) **Purchase Option Upon Expiration of Term.** Subject to Section 14.9, provided that no Event of Default by Host has occurred and is continuing, Host may elect to exercise the Purchase Option at the conclusion of the Term by providing notice to Provider of its intent to exercise the Purchase Option no later than one hundred eighty (180) days prior to the end of the Term.

(b) **Purchase Option Prior to Expiration of Term.** Subject to Section 14.9, provided that no Event of Default by Host has occurred and is continuing, Host may elect to exercise the Purchase Option on the 15th anniversary of the Commercial Operation Date of the last System of the System Portfolio to reach Commercial Operation, and only on the date of such anniversary, by providing one hundred eighty (180) days' notice to Provider of its intent to exercise the Purchase Option on such anniversary.

Section 14.2 Calculation of Purchase Price. The purchase price (the "**Purchase Price**") payable by Host for the System Assets under the Purchase Option shall be the greatest of (a) the aggregate Fair Market Value of all the System Assets in the System Portfolio, and (b) the Termination Value set forth in Exhibit F for the year in which the Purchase Price is to be paid.

Section 14.3 Determination of Fair Market Value by Mutual Agreement of Parties. Within thirty (30) days following the date of Provider's receipt of Host's notice to exercise the Purchase Option, the Parties shall meet and utilize their best efforts to agree upon the Fair Market Value of the System Assets. If the Parties are unable to agree upon such Fair Market Value during this period, the Parties shall select an Independent Appraiser in accordance with Section 14.4.

Section 14.4 Selection of Independent Appraiser. Within twenty (20) days after the Parties' failure to establish Fair Market Value pursuant to Section 14.3, Provider and Host shall mutually agree upon the selection of an Independent Appraiser. If Provider and Host do not agree upon the appointment of an Independent Appraiser within such period, then at the end of such period an Independent Appraiser shall be selected by random lot from two firms proposed by each Party.

Section 14.5 Determination of Fair Market Value by Independent Appraiser.

(a) The Parties shall require the Independent Appraiser to deliver a preliminary determination of the Fair Market Value within thirty (30) days after being appointed (the "**Preliminary Determination**"), together with all supporting documentation detailing the calculation thereof.

(b) Each of Provider and Host may object to the Preliminary Determination within thirty (30) days after receipt thereof. If neither Party objects within such period, the Preliminary Determination shall be deemed accepted by both Parties. Within fifteen (15) days after the expiration of such thirty (30) day period, the Parties shall cause the Independent Appraiser to issue the Independent Appraiser's final determination of Fair Market Value (the "**Final Determination**") to Provider and Host, which shall specifically address any objections received by the Independent Appraiser and whether such objections were taken into account in making the Final Determination. Except in the case of fraud or manifest error, the Final Determination shall be the final and binding determination of Fair Market Value.

Section 14.6 Costs and Expenses of Independent Appraiser. Provider and Host shall each be responsible for payment of one half of the costs and expenses of the Independent Appraiser.

Section 14.7 Exercise of Purchase Option.

(a) Host shall have twenty (20) days from the date of the Final Determination, or, if Host and Provider have mutually agreed upon a Fair Market Value, the date of such agreement (such period, the "**Exercise Period**"), to confirm Host's exercise of the Purchase Option by providing notice thereof (an "**Exercise Notice**") to Provider. Once Host delivers its Exercise Notice to Provider, such exercise shall be irrevocable.

(b) Provider shall, upon at least three (3) Business Days' prior notice from Host to Provider at any time during the Exercise Period, make the System Assets, including records relating to the operations, maintenance, and warranty repairs, available to Host for its inspection during normal business hours.

Section 14.8 Terms of Systems Purchase. On the Transfer Date (a) Provider shall surrender and transfer to Host all of Provider's right, title and interest in and to all System Assets, on an as-is, where-is basis, without warranty or guaranty by Provider of the performance thereof, and shall retain all liabilities related to the System Assets arising prior to the Transfer Date, (b) Host shall pay the Purchase Price, by certified check, bank draft or wire transfer and shall assume all liabilities related to the System Assets from and after the Transfer Date, and (c) both Parties shall (i) execute and deliver a bill of sale and assignment of contract rights reflecting the as-is, where-is nature of the transfer, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System Assets in Host, and (ii) deliver ancillary documents, including releases, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the System Assets to Host.

Section 14.9 Transfer Date. The closing of any sale of the System Assets (the "**Transfer Date**") pursuant to this Article will occur on or before the last day of the Term for a Purchase Option exercised pursuant to Section 14.1(a) and on or before the applicable anniversary date for a Purchase Option exercised pursuant to Section 14.1(b), unless the Parties otherwise agree.

Section 14.10 Assignment of Warranties or Supply Contracts. If Host exercises the Purchase Option pursuant to this Article 14, Provider shall assign to Host any then-existing equipment warranties, and, at Host's request, any equipment, maintenance, operations or supply contracts pertaining to the ownership and operation of the System(s).

Article 15

Confidentiality and Publicity

Section 15.1 Confidentiality.

(a) Neither Party will use any Confidential Information for any purpose except such Party's performance under this Agreement. Furthermore, neither Party may disclose any Confidential Information to any third party other than the Party's or the Party's Affiliates' officers, trustees, employees, lenders, counsel, accountants or advisors (collectively, "**Representatives**") who have a need to know such information and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein, provided, however, that a Party may disclose Confidential Information in order to comply with the requirements of any Applicable Law or regulation or any exchange, control area or independent system operator rule, tariff or agreement or in connection with any judicial or regulatory proceeding or request by a Governmental Authority, provided further, however, that each Party will use reasonable efforts to prevent or limit any such disclosure. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination of the Transaction to which any Confidential Information relates.

(b) Notwithstanding the foregoing or any other provision hereof, Provider acknowledges that Host may be subject to disclosure as required by as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("**CPRA**"), in which case, after this Agreement is ratified or approved by Host's governing board, including all attachments, it will become a public record subject to disclosure, and neither Party is obligated to undertake any conduct toward avoiding disclosure hereof, except that Host shall not disclose those portions of this Agreement that are exempt pursuant to Applicable Law regarding trade secrets or privileged or confidential commercial or financial information, which includes but is not limited to information related to pricing. Host shall treat public information requests in compliance with CPRA.

Section 15.2 Publicity.

(a) The Parties share a common desire to generate favorable publicity regarding the Systems and their association with it. The Parties may, from time to time, issue press releases or other public statements regarding the System(s) and shall reasonably cooperate with each other in connection with the issuance of such releases. To the extent possible, Provider shall only take photographs during the hours before school or after school.

(b) Host shall have the right to display photographs of the System(s) in its advertising and promotional materials, provided that any such materials identify Provider as the owner, operator and developer of the System. Without limiting the foregoing, the Systems shall be named "PFMG Solar Systems at Fullerton School District", as applicable. On all signage at the Property, and in all publicly distributed materials and other public communications issued by either Party that refer to a System by name, such name shall be followed by a statement to the effect that Provider owns and operates the System. Provider shall have the right to display photographs of the Systems, and the buildings or land upon which the Systems are installed, in its advertising and promotional materials, including Provider's website, without the consent of the Host[]; however, Provider shall secure, through Host and in accordance with Host's Board

Policies, Administrative Procedures and Applicable Law, consent of any of Host's students or staff appearing in such images prior to any publication].

Article 16 **Dispute Resolutions**

Section 16.1 **Dispute Resolution.** Any bona fide dispute, controversy or claim arising out of or in connection with this Agreement (a “**Dispute**”) shall be resolved in accordance with this Article 16.

(a) Either Party may deliver a notice to the other Party requesting the Dispute be referred to that Party's management, which notice shall include the names of the managers to resolve the Dispute and be delivered within a reasonable period of time after the Dispute arises. Within seven (7) Business Days after receipt of such notice, the other Party shall provide notice to the requesting Party indicating a schedule for informal Dispute resolution, which informal resolution efforts shall commence substantially and in good faith within ten (10) Business Days after the notice of Dispute.

(b) If such Dispute remains unresolved ten (10) Business Days after the Parties have commenced efforts to resolve in accordance with Section 16.1(a) (which period may be extended by agreement of the Parties), either Party may require that a non-binding mediation take place, in which representatives of the Parties with authority to resolve the Dispute shall meet within ten (10) Business Days after notice of such requirement is received for at least three (3) hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association to appoint a mediator with knowledge and experience in construction and operation of solar systems. Each Party shall pay one half of the mediator's fee and expenses.

(c) If any Dispute is not resolved to the mutual satisfaction of the Parties pursuant to Section 16.1(a) or Section 16.1(b), each Party shall retain the right to pursue any legal or equitable remedy available to it in a court of competent jurisdiction.

(d) Notwithstanding the other provisions of this Section, either Party may seek a restraining order, temporary injunction, or other provisional judicial relief if the Party, in its sole judgment, believes that such action is necessary to avoid irreparable injury or to preserve the status quo. The Parties shall continue in good faith in the procedures hereunder despite any requests for provisional relief.

(e) During the conduct of any Dispute resolution procedures pursuant hereto the Parties shall continue to perform their respective undisputed obligations, including payment obligations.

Article 17 **Notices**

Section 17.1 **Notices.** Any notice, demand, request, consent, approval, confirmation or statement which is required or permitted under this Agreement shall be in writing and shall be given or delivered by personal service, Federal Express or comparable overnight delivery service, addressed to the Party receiving notice as specified below. Changes in such address and/or contact persons named shall be made by notice similarly given. Notices shall be deemed made upon actual personal delivery or rejection as shown by written confirmation.

Host: Fullerton School District
Attention: Robert R. Coghlan, Ph.D.
1401 W. Valencia Drive
Fullerton, CA 92833
Phone: (714) 447-7412

Provider: PFMG Solar Fullerton School District, LLC

Attention: Sam Houston
777 Center Avenue, Suite 200
Huntington Beach, CA 92647
Phone: (714) 465-4901

Holland & Hart LLP
Attention: Stephanie Edinger
555 17th Street, Suite 3200
Denver, CO 80202
Phone: (303) 295-8330

With a copy to:

Sam Houston
Spear Point Energy LLC
210 Aspen Airport Business Center, Suite A
Aspen, CO 81611
Phone: (970) 920-2525

Article 18

Assignment; Cooperation with Financing

Section 18.1 **Assignment; Binding Effect.** Neither Party shall, without the prior written consent of the other (which consent will not be unreasonably withheld or delayed), assign, pledge or transfer all or any part of, or any right or obligation under, this Agreement or any Site Control Agreement, whether voluntarily or by operation of law, and any such assignment or transfer without such consent will be null and void. For purposes of this Section 18.1, consent will not be deemed unreasonably withheld or delayed if the assignee does not have a demonstrated creditworthiness equal to or greater than the assigning Party. Notwithstanding the foregoing, (a) changes in control of Provider shall not be deemed an assignment of this Agreement or any Site Control Agreement and shall not require the prior written consent of Host, (b) Provider shall, without the prior written consent of Host, be entitled to assign its rights and interests in the Environmental Attributes and Tax Attributes that it owns pursuant to Section 4.1 and Section 4.2, and (c) Provider shall, without the prior written consent of Host, be entitled to assign its rights and interests in this Agreement and in any Site Control Agreement to Provider's Affiliates or any Financing Party.

Section 18.2 **Cooperation with System Funding.** Host acknowledges that Provider may finance or fund the development of each System, and Host shall cooperate with Provider and its funding sources in connection with such financing or funding in accordance with the terms hereunder, including (a) the furnishing of financial statements and other information

relevant to Host's creditworthiness, as reasonably requested by Provider, (b) providing its consent to any assignment, lien or license of this Agreement, the Site Control Agreement or the System(s) for the benefit of any Financing Party, which consent shall contain additional cure periods with respect to Provider Events of Default for the benefit of the Financing Parties, (c) providing an opinion of counsel in the form attached hereto as Exhibit G and other opinions of counsel as Provider and its Financing Parties may reasonably request, (d) providing estoppels as required in Section 18.3, (e) removing any liens pursuant to Section 6.1, (f) executing necessary documents including providing certificates of incumbency and customary representation and warranties, and (g) obtaining SNDAs pursuant to Section 6.1. **[Provider shall reimburse Host, up to a maximum of \$5,000, the reasonable, documented and out-of-pocket costs and expenses incurred by Host in connection with its cooperation efforts under this Section 17.2.]**

Section 18.3 Further Assurances; Estoppel. The Parties shall do such further acts, perform such further actions, and execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this Agreement. In addition, either Party hereto, without charge, at any time and from time to time, within seven (7) days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person, firm or corporation specified by such requesting Party (such requesting Party includes a Financing Party):

(a) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) Whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

(c) Such other information as may be reasonably requested by a Party hereto.

Section 18.4 Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

Article 19 Miscellaneous

Section 19.1 Governing Law; Venue. This Agreement will be governed by the laws of the State of California without giving effect to principles of conflicts of laws.

Section 19.2 Entire Agreement; Amendments. This Agreement (including the exhibits, any written schedules, supplements or amendments) constitutes the entire agreement between the Parties, and supersedes any prior oral or written agreements between the Parties, relating to the subject matter hereof. Any amendment, modification or change to this Agreement will be void unless in writing and signed by both Parties.

Section 19.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

Section 19.4 Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement for the protection of the Party in whose favor they operate shall so survive, including removal obligations, payment obligations arising prior to termination hereof, and as provided in Section 13.1(c).

Section 19.5 Severability. If any part, term, or provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement, and shall not render this Agreement unenforceable or invalid as a whole. Rather the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Agreement will remain in full force.

Section 19.6 No Third Party Beneficiaries. Notwithstanding the protections for Financing Parties set forth in Section 18.2, nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

Section 19.7 No Recourse to Affiliates. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of Provider shall be the obligations solely of Provider. Host shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of Provider for performance or non-performance of any obligation hereunder, unless such obligations were assigned to or assumed in writing by the Person against whom recourse is sought.

Section 19.8 Relationships of Parties. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

Section 19.9 Attorneys' Fees. If any action, arbitration, judicial reference or other proceeding is instituted between the Parties in connection with this Agreement, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding (at trial and on appeal) and/or enforcing any judgment granted therein. The prevailing Party shall be determined by the trier of fact based upon an assessment of which Party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other Party's major arguments or positions on major disputed issues.

Section 19.10 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by email or other means of electronic transmission is binding upon the other Party as an original.

Section 19.11 Construction of Agreement. This Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against all Parties to this Agreement and shall further be construed and interpreted without reference to the identity of the Party or Parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the Party who caused the uncertainty to exist. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

Section 19.12 Service Contract. The Parties intend this Agreement to be treated as a “service contract” within the meaning of Section 7701(e) of the United States Internal Revenue Code. Host will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchaser of electricity from the Systems.

Section 19.13 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions consummated under this Agreement constitute a “forward contract” within the meaning of the United States Bankruptcy Code and that each of Provider and Host is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

Section 19.14 Waiver of Immunities. Each Party irrevocably waives, to the fullest extent permitted by Applicable Law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by Applicable Law, that it will not claim any such immunity in any proceedings.

Section 19.15 Budget and Appropriations. The Host shall take such action as may be necessary to include all payments due this Agreement (the “**Payments**”) (to the extent the amounts of such Payments are known to the Host at the time its annual budget is proposed) in its annual budget and to make the necessary annual appropriations for such Payments. To the extent the amount of such Payments becomes known after the adoption of the annual budget, such amounts shall be included and maintained in such budget as amended. The covenants of the Host shall be deemed to be a duty imposed by law and it shall be the ministerial duty of the Host to take such actions as are required by law to enable the Host to perform this Agreement. The obligation of the Host to make Payments hereunder shall constitute a current operating expense of the Host and shall not in any way be construed to be a debt of the Host, or the State, or any political subdivision thereof, nor shall anything contained herein constitute a pledge of general revenues, funds or moneys of the Host beyond the fiscal year for which the Host has appropriated funds to make Payments hereunder or an obligation of the Host for which the Host is obligated to levy or pledge any form of taxation or for which the Host has levied or pledged any form of taxation.

Section 19.16 Exhibits and Schedules. Any and all exhibits and schedules referenced herein and/or attached hereto are hereby incorporated into this Agreement by reference.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed by their duly authorized officers, all as of the day and year first above written.

HOST

FULLERTON SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

PROVIDER

PFMG Solar Fullerton School District, LLC

By: _____

Name: _____

Title: _____

Exhibit Index

- Exhibit A – Description of Property
- Exhibit B – Description of the Systems
- Exhibit C – Energy Payment Rate
- Exhibit D – Estimated Annual Production
- Exhibit E – Guaranteed Minimum Output / Performance Guarantee
- Exhibit F – Termination Values
- Exhibit G – Form of Legal Opinion
- Exhibit H – Additional Provisions
 - Exhibit H.1 – Prevailing Wage Certification
 - Exhibit H.2 – Workers’ Compensation Certification
 - Exhibit H.3 – Criminal Background Investigation Certification
 - Exhibit H.4 – Drug-Free Workplace Certification
 - Exhibit H.5 – Tobacco-Free Environment Certification
 - Exhibit H.6 – Asbestos & Other Hazardous Materials Certification
 - Exhibit H.7 – Lead Product(s) Certification]
- Exhibit I – Solar Easement Form Agreement

EXHIBIT A
DESCRIPTION OF PROPERTY

PROPERTY NAME	LOCATION ADDRESS
Acacia Elementary School	1200 N ACACIA AVE, FULLERTON, CA 92831
Beechwood Elementary School	780 BEECHWOOD AVE, FULLERTON, CA 92835
Commonwealth Elementary School	2200 E COMMONWEALTH AVE, FULLERTON, CA 92831
District Office and Pacific Drive Elementary School	1401 W VALENCIA DR, FULLERTON, CA 92833
Fern Drive Elementary School	1400 W FERN DR, FULLERTON, CA 92833
Fisler Elementary School	1350 STARBUCK ST, FULLERTON, CA 92833
Golden Hill Elementary School	732 BARRIS DR, FULLERTON, CA 92832
Hermosa Drive Elementary School	400 E HERMOSA DR, FULLERTON, CA 92835
Ladera Vista Junior High School	1700 E COMMONWEALTH AVE, FULLERTON, CA 92831
Laguna Road Elementary School	300 LAGUNA RD, FULLERTON, CA 92835
Maple Elementary School	244 E VALENCIA DR, FULLERTON, CA 92832
Nicolas Junior High School	1100 W OLIVE AVE, FULLERTON, CA 92833
Orangethorpe Elementary School	1400 S BROOKHURST RD, FULLERTON, CA 92833
Parks Junior High School	1710 ROSECRANS AVE, FULLERTON, CA 92833
Raymond Elementary School	517 N RAYMOND, FULLERTON, CA 92831
Richman Elementary School	700 S RICHMOND AVE, FULLERTON, CA 92832
Rolling Hills Elementary School	1460 ROLLING HILLS DR, FULLERTON, CA 92835
Sunset Lane Elementary School	2030 SUNSET LN, FULLERTON, CA 92833
Valencia Park Elementary School	3441 W VALENCIA DR, FULLERTON, CA 92833
Woodcrest Elementary School	455 W BAKER AVE, FULLERTON, CA 92832

EXHIBIT B
DESCRIPTION OF THE SYSTEMS

PROPERTY NAME	MOUNTING TYPE	APPROXIMATE SYSTEM SIZE (KW-DC)
Acacia Elementary School	Elevated Structure	104.4
Beechwood Elementary School	Elevated Structure	151.2
Commonwealth Elementary School	Elevated Structure	115.0
District Office and Pacific Drive Elementary School	Elevated Structure & Parking Canopy	360.0
Fern Drive Elementary School	Elevated Structure	80.9
Fisler Elementary School	Parking Canopy	242.8
Golden Hill Elementary School	Elevated Structure & Parking Canopy	123.5
Hermosa Drive Elementary School	Elevated Structure	91.6
Ladera Vista Junior High School	Elevated Structure	249.2
Laguna Road Elementary School	Elevated Structure	129.9
Maple Elementary School	Elevated Structure	102.2
Nicolas Junior High School	Parking Canopy	174.7
Orangethorpe Elementary School	Elevated Structure	125.7
Parks Junior High School	Elevated Structure	185.3
Raymond Elementary School	Elevated Structure	98.0
Richman Elementary School	Elevated Structure & Parking Canopy	168.3
Rolling Hills Elementary School	Elevated Structure	125.7
Sunset Lane Elementary School	Elevated Structure	127.8
Valencia Park Elementary School	Elevated Structure	129.9
Woodcrest Elementary School	Elevated Structure	123.5
	Total	3009.7

CONSTRUCTION CONDITIONS

In connection with Provider’s obligation to construct and install the Systems, Provider shall construct and install the Systems subject to the following conditions as set forth in the Design Ledger:

Design Ledger	
ALL SITES	<ol style="list-style-type: none"> 1. All solar canopies shall be designed with rectangular tube steel with welded connections. 2. All solar canopy columns and beams will be painted a single color. 3. Solar canopy columns in non-parking lot area(s) where students gather shall be padded to 6 foot height. 4. Above grade concrete foundations will not be provided around the base of solar canopy columns unless required by code. 5. Solar canopies in parking lots may be divided into 4,000sf sections with a 1' gap for earthquake safety. 6. 10' Minimum clear height on all solar canopies. Provider shall make all efforts to maintain 10 ft. clearance, as long a required clearance does not conflict with DSA-approved PC structural design or require re-grading. 7. LED lighting will be provided under solar canopies where existing lighting is removed using only functional existing circuits. 8. Pole foundations that support previous existing lighting will be removed to 12 inches below grade. Any light poles and fixtures removed will be returned to a single Host location. 9. All trees in the immediate vicinity of the solar canopies will be removed by Provider. 10. ADA parking stalls will be modified if required to comply with applicable code. 11. Underground boring will be used wherever practical to minimize surface disruption. 12. Any required concrete saw cutting shall have no overcuts. 13. Paving striping and patch back shall be limited to areas under new solar canopies where changes or construction damage has occurred. Asphalt/Concrete patching shall be required for all required trenching, bore pots and potholing. 14. Existing irrigation required for removal or relocation shall be previously tested by Host to insure functionality. If possible, Host shall provide as-built irrigation plans and/or assist Provider in locating of existing valves, time clocks, stations and main lines. Provider shall repair, reconnect, and/or modify existing lines as needed to accommodate new column locations. 15. Installation of solar canopies in parking lots is contingent upon parking lots having valid, closed DSA permits ('A' numbers).

Shade Structure Removal

Sites affected:

1. Hermosa Drive Elementary School: 1 unit
2. Laguna Road Elementary School: 2 units
3. Maple Elementary School: 2 units
4. Pacific Drive Elementary School: 3 units
5. Richman Elementary School: 3 units
6. Rolling Hills Elementary School: 2 units
7. Sunset Lane Elementary School: 2 units
8. Woodcrest Elementary School: 2 units

Included Scope:

- Remove wooden roof structure
- Demo columns down to top of footing (12" below asphalt)
- Haul away
- Dump Fees
- Patch back asphalt
- Work to be performed during off hours, weekends or during official school breaks

Extra Conduits for Future EV Charging Stations

Sites Affected:

1. District Office and Pacific Drive Elementary School
2. Fislser Elementary School
3. Golden Hill Elementary School
4. Nicolas Junior High School
5. Richman Elementary School

Scope:

Additional conduit will be run from the solar array in the parking lot at each site listed above back to the point of interconnection. The conduits will be sufficient for four EV charging ports.

Exclusion:

Should the solar design be modified to the point where solar arrays are no longer installed in the parking lot of a site PFMG Solar will no longer required to run EV charging conduits back to the point of connection at that site.

New Parking Lot at District Office

Construction of new 17,010 square foot parking lot at District Office. Final parking lot design to be coordinated between Host and Provider.

Included Scope:

- Geotechnical Soils Report
-
- Real estate due diligence (easements, boundaries etc.)
- Civil engineering design
- Demolition and haul away of grass area
- Rough Grading
- Fine Grading
- Compaction
- Concrete Curbs and drainage structures as civil design requires
- New 3" Asphalt over 4" base and Seal Coat
- Striping, Signage and Bumpers
- 10'Chain Link Fence and 6'gate (along west parking lot boundary only)

Assumptions

- Soils is assumed suitable for parking lot construction and required specifications
- Project permitting is assumed DSA exempt
- Project assumes that all (if any) easements can be mitigated
- If required District will provide IOR and LOR inspections and testing
- Site lighting shall be limited to new array locations
- West field lighting shall be provided by District and shall be designed and located not to create shade issues. Circuiting for said lighting shall be from Pacific drive ES

Budget:

The maximum amount to be spent by Provider on the construction of new parking lot is \$200,000. Host will be responsible any costs related to the new parking lot above \$200,000. Should the expected budget exceed \$200,000 it is the responsibility of the Provider to inform the Host in a timely manner.

EXHIBIT C
ENERGY PAYMENT RATE

“**Energy Payment Rate**” means the electricity rates per kilowatt hour, as set forth in the table below.

Year	PPA Rate
1	\$0.1998
2	\$0.1998
3	\$0.1998
4	\$0.1998
5	\$0.1998
6	\$0.1998
7	\$0.1998
8	\$0.1998
9	\$0.1998
10	\$0.1998
11	\$0.1998
12	\$0.1998
13	\$0.1998
14	\$0.1998
15	\$0.1998
16	\$0.1998
17	\$0.1998
18	\$0.1998
19	\$0.1998
20	\$0.1998
21	\$0.1998
22	\$0.1998
23	\$0.1998
24	\$0.1998
25	\$0.1998

EXHIBIT D
ESTIMATED ANNUAL PRODUCTION

The Annual Degradation Factor that has been factored into these numbers is 0.70% per Contract Year.

Year	Acacia Elementary School	Beechwood Elementary School	Commonwealth Elementary School	District Office and Pacific Drive Elementary School	Fern Drive Elementary School	Fisler Elementary School	Golden Hill Elementary School
1	164,729	242,607	180,215	566,396	128,196	374,744	191,830
2	163,576	240,909	178,954	562,431	127,298	372,121	190,487
3	162,431	239,223	177,701	558,494	126,407	369,516	189,154
4	161,294	237,548	176,457	554,585	125,522	366,929	187,830
5	160,165	235,885	175,222	550,702	124,644	364,361	186,515
6	159,044	234,234	173,995	546,847	123,771	361,810	185,209
7	157,930	232,594	172,777	543,020	122,905	359,278	183,913
8	156,825	230,966	171,568	539,218	122,044	356,763	182,625
9	155,727	229,349	170,367	535,444	121,190	354,266	181,347
10	154,637	227,744	169,174	531,696	120,342	351,786	180,078
11	153,555	226,150	167,990	527,974	119,499	349,323	178,817
12	152,480	224,567	166,814	524,278	118,663	346,878	177,565
13	151,412	222,995	165,647	520,608	117,832	344,450	176,322
14	150,352	221,434	164,487	516,964	117,007	342,039	175,088
15	149,300	219,884	163,336	513,345	116,188	339,644	173,863
16	148,255	218,345	162,192	509,752	115,375	337,267	172,645
17	147,217	216,816	161,057	506,183	114,567	334,906	171,437
18	146,187	215,298	159,929	502,640	113,765	332,562	170,237
19	145,163	213,791	158,810	499,122	112,969	330,234	169,045
20	144,147	212,295	157,698	495,628	112,178	327,922	167,862
21	143,138	210,809	156,594	492,158	111,393	325,627	166,687
22	142,136	209,333	155,498	488,713	110,613	323,347	165,520
23	141,141	207,868	154,410	485,292	109,839	321,084	164,361
24	140,153	206,413	153,329	481,895	109,070	318,836	163,211
25	139,172	204,968	152,256	478,522	108,307	316,604	162,068

Year	Hermosa Drive Elementary School	Ladera Vista Junior High School	Laguna Road Elementary School	Maple Elementary School	Nicolas Junior High School	Orangethorpe Elementary School	Parks Junior High School
1	142,755	393,333	210,119	163,907	277,906	198,897	278,372
2	141,756	390,579	208,648	162,760	275,961	197,504	276,423
3	140,764	387,845	207,188	161,620	274,029	196,122	274,488
4	139,779	385,130	205,737	160,489	272,111	194,749	272,567
5	138,800	382,434	204,297	159,366	270,206	193,386	270,659
6	137,828	379,757	202,867	158,250	268,315	192,032	268,764
7	136,864	377,099	201,447	157,142	266,436	190,688	266,883
8	135,906	374,459	200,037	156,042	264,571	189,353	265,015
9	134,954	371,838	198,637	154,950	262,719	188,027	263,160
10	134,010	369,235	197,246	153,865	260,880	186,711	261,317
11	133,072	366,651	195,866	152,788	259,054	185,404	259,488
12	132,140	364,084	194,494	151,719	257,241	184,106	257,672
13	131,215	361,535	193,133	150,657	255,440	182,818	255,868
14	130,297	359,005	191,781	149,602	253,652	181,538	254,077
15	129,384	356,492	190,439	148,555	251,876	180,267	252,298
16	128,479	353,996	189,106	147,515	250,113	179,005	250,532
17	127,579	351,518	187,782	146,482	248,362	177,752	248,779
18	126,686	349,058	186,467	145,457	246,624	176,508	247,037
19	125,800	346,614	185,162	144,439	244,898	175,272	245,308
20	124,919	344,188	183,866	143,428	243,183	174,046	243,591
21	124,045	341,779	182,579	142,424	241,481	172,827	241,886
22	123,176	339,386	181,301	141,427	239,791	171,617	240,192
23	122,314	337,010	180,032	140,437	238,112	170,416	238,511
24	121,458	334,651	178,771	139,454	236,445	169,223	236,842
25	120,608	332,309	177,520	138,478	234,790	168,039	235,184

Year	Raymond Elementary School	Richman Elementary School	Rolling Hills Elementary School	Sunset Lane Elementary School	Valencia Park Elementary School	Woodcrest Elementary School
1	155,704	264,657	196,562	197,737	209,873	196,558
2	154,614	262,805	195,186	196,353	208,403	195,182
3	153,532	260,965	193,820	194,978	206,945	193,816
4	152,457	259,138	192,463	193,613	205,496	192,459
5	151,390	257,324	191,116	192,258	204,058	191,112
6	150,331	255,523	189,778	190,912	202,629	189,774
7	149,278	253,734	188,450	189,576	201,211	188,445
8	148,233	251,958	187,131	188,249	199,802	187,126
9	147,196	250,194	185,821	186,931	198,404	185,816
10	146,165	248,443	184,520	185,623	197,015	184,516
11	145,142	246,704	183,228	184,323	195,636	183,224
12	144,126	244,977	181,946	183,033	194,266	181,942
13	143,117	243,262	180,672	181,752	192,906	180,668
14	142,115	241,559	179,407	180,480	191,556	179,403
15	141,121	239,868	178,152	179,216	190,215	178,147
16	140,133	238,189	176,905	177,962	188,884	176,900
17	139,152	236,522	175,666	176,716	187,561	175,662
18	138,178	234,866	174,437	175,479	186,249	174,432
19	137,211	233,222	173,216	174,251	184,945	173,211
20	136,250	231,590	172,003	173,031	183,650	171,999
21	135,296	229,969	170,799	171,820	182,365	170,795
22	134,349	228,359	169,603	170,617	181,088	169,599
23	133,409	226,760	168,416	169,423	179,820	168,412
24	132,475	225,173	167,237	168,237	178,562	167,233
25	131,548	223,597	166,067	167,059	177,312	166,063

EXHIBIT E
GUARANTEED MINIMUM PRODUCTION

I. Definitions

- A. “**3-Year Average Annual Difference**” means the average of the three most recent Annual Differences as calculated on the last day of each Contract Year; provided that if such calculation yields a negative number, the 3-Year Average Annual Difference shall be deemed to be zero (0).
- B. “**3-Year Average Price Difference**” means the average of the three most recent “Price Differences”; provided that if such calculation yields a negative number, the 3-Year Average Price Difference shall be deemed to be zero (0); where “**Price Difference**” means, for each Contract Year, the difference between the applicable rate charged by the Utility less the Energy Payment Rate, in each case for such Contract Year.
- C. “**Actual kWh**” means an amount, expressed in kWh, equal to the sum of (i) the total amount of electric energy actually delivered by Provider from the System Portfolio during the Contract Year as measured by the Metering Device plus (ii) the Provider Excused Energy Amount.
- D. “**Annual Difference**” shall have the meaning ascribed to such term in Section II. B of this **EXHIBIT E**.
- E. “**Calculated kWh**” means the amount of kWh expected to be produced based on the final system design of each System (but before considering the Annual Degradation Factor) as calculated using PVSYST energy simulation software (or other software as commonly used to calculate solar production) using soiling data and actual (1) solar insolation, (2) ambient air temperature, and (3) wind speed, as measured by the Metering Device ((1), (2) and (3), the “**Actual Weather Data**”).
- F. “**Energy Shortfall Credit**” shall have the meaning ascribed to such term in Section II A of this **EXHIBIT E**.”
- G. “**Guaranteed Energy Price per kWh**” means the amount per kWh as set forth in **EXHIBIT C**.
- H. “**Guaranteed Minimum Production**” shall have the meaning ascribed to such term in Section II. C of this **EXHIBIT E**.
- I. “**kWh**” means electric energy expressed in kilowatt-hours and measured by multiplying the amount of electric power delivered (measured in kilowatts) by the amount of time over which the electricity was consumed (measured in hours). One kilowatt-hour equals one thousand watt-hours.
- J. “**NREL**” means the United States Department of Energy’s National Renewable Energy Laboratory.

- K. **“Provider Excused Energy Amount”** means an amount, expressed in kWh, equal to the aggregate amount of reduction(s) in delivered electric energy during the Contract Year as a result of (i) actions by Host not permitted under this Agreement causing the System to be unable to deliver electric energy to the Delivery Point, (ii) Host’s breach or default under this Agreement, (iii) any other failure by Host to accept delivered electric energy, (iv) events of Force Majeure, including any outages or curtailments caused by the Utility or any other third party, (v) outages to the local transmission or distribution system that impact the System’s ability to deliver electric energy to the Delivery Point and (v) downtime of the System as a result of warranty claims and repairs.

II. **Production Guarantee.**

- A. Energy Shortfall Credit. The Host’s sole remedy for Provider’s failure to achieve the Guaranteed Minimum Production in any Contract Year shall be Provider’s issuance to Host of a credit against payments due by Host pursuant to Section 10.1 of the PPA in an amount equal to the product of the 3-Year Average Annual Difference multiplied by the 3-Year Average Price Difference (the **“Energy Shortfall Credit”**).
- B. Calculation of Annual Difference. The **“Annual Difference”** shall be calculated for each Contract Year and is the difference between Guaranteed Minimum Production for the System Portfolio during such Contract Year less the Actual kWh delivered by the System Portfolio during such Contract Year.
- C. Guaranteed Minimum Production. For any Contract Year, the applicable **“Guaranteed Minimum Production”** for the System Portfolio shall be the product of Calculated kWh multiplied by the difference of one (1) minus the Annual Degradation Factor [(0. __%)] raised to the power of the number of years passed since the first Contract Year which is then multiplied by [__]%, expressed in formula as follows:

$$\text{Calculated kWh} \times (1 - \text{Da})^{(\text{GY} - 1)} \times 80\%$$

Where Da is the Annual Degradation Factor, and GY is the ordinal rank of the applicable Contract Year whereby the first Contract Year is 1, the second Contract Year is 2, etc.

The process for obtaining Actual kWh and data for determining Calculated kWh for each Contract Year shall be as follows:

1. Initial Data Collection. During each Contract Year, Provider will collect Actual kWh and Actual Weather Data using the Metering Device. In addition, Provider will take into consideration soiling conditions. PVSYST (or other software commonly used to calculate solar production) will utilize actual weather data and Provider’s soiling data to arrive at Calculated kWh.

2. Contingency for Equipment Failure. In the event of hardware, communication, or other failure with the Metering Device, Provider will make commercially reasonable efforts to resolve the issue in a timely manner. In the event that data is lost, the following procedure will be used to account for such data when determining the Actual kWh:

- a) With respect to lost meteorological data, Provider will substitute meteorological data from a nearby meteorological station that the Parties select for such purpose.
- b) With respect to lost electrical data, Provider will read the cumulative electrical data directly from the local utility's electrical meter and calculate the electricity generated during any missing interval. In the event that it is not possible to read the local utility's electrical meter due to a meter failure or other issue, Provider will reasonably estimate the electrical production during the missing interval by using the actual meteorological data provided by the Metering Device.

EXHIBIT F
TERMINATION VALUES

The Termination Values for each of the Systems is set forth in the tables below; provided that such Termination Values shall be revised upon completion of the applicable System to reflect the actual sizing of such System.

Year	Termination Value
1	\$29,421,354
2	\$26,503,727
3	\$23,421,829
4	\$20,169,272
5	\$16,739,447
6	\$16,586,004
7	\$16,414,425
8	\$16,223,899
9	\$16,013,589
10	\$15,782,624
11	\$15,530,102
12	\$15,255,092
13	\$14,956,622
14	\$14,633,695
15	\$14,285,274
16	\$13,910,284
17	\$13,507,617
18	\$13,076,124
19	\$12,614,614
20	\$12,121,856
21	\$11,596,577
22	\$11,037,455
23	\$10,443,131
24	\$9,812,192
25	\$9,545,994

EXHIBIT G
ADDITIONAL PROVISIONS

1. **Performance and Payment Bonds.** Prior to commencing substantial construction activities on any Property, Provider shall deliver to Host evidence that the prime contractor performing the construction and installation services of the Systems maintains payment and performance bonding in favor of Provider and meeting the following requirements.

(a) **Performance Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, in a form commonly used for such purposes and in an amount equal to one hundred percent (100%) of the contract price payable under the contract for the construction and installation of the Systems, securing the performance of contractor's obligations under such contract with Provider; and

(b) **Payment Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, in a form commonly used for such purposes and in an amount equal to fifty percent (50%) of the contract price payable under such contract securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of the contract.

2. **Prevailing Wages.** Work performed in connection with the construction and installation of the Systems (as used herein, "work") is subject to compliance with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. Provider shall comply, or cause its contractors to comply, with all applicable provisions of the California Prevailing Wage Law, including the following:

(a) **Wages.**

(1) Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of Host has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of workmen needed to execute the Agreement.

(2) Per Diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code § 1773.1 apprenticeship or other training programs authorized by Labor Code § 3093, and similar purposes when the term "per diem wages" is used herein.

(3) Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements in accordance with Labor Code § 1773.1.

(4) Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

(5) Each worker performing work on the System on Host's Property shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between Provider, or any subcontractors of Provider, and such workers.

(6) Provider shall, as a penalty to the Host, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code § 1775 for each day, or portion thereof, for each worker paid less than the prevailing rate as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such prevailing wage rate and the amount paid to each worker for each day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Provider.

(7) Copies of the determined prevailing wage rates are on file and available upon request at the Host's office. Host shall provide Provider with current prevailing wage rates, in writing. Provider shall post, or cause to be posted, at an appropriate conspicuous point on the Property, a schedule showing all determined general prevailing wage rates.

(8) Any worker employed to perform work on the System which is not covered by any classification available in the Host office, shall be paid not less than the minimum rate of wages specified for the classification which most closely corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

(b) **Record Of Wages Paid: Inspection.** Pursuant to Labor Code § 1776, Provider stipulates to the following:

(1) Provider and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the project. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as is required by such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code § 1776.

(2) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Provider, or Provider's subcontractors, on the following basis:

(A) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative.

(B) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished to a representative of the Host and to the Division of Labor Standards Enforcement and Division of Apprenticeship Standards of the Department of Industrial Relations.

(C) A certified copy of all payroll records enumerated in subdivision (a) shall be made available to the public for inspection or copies thereof. However, a request by the public shall be made through either the Host, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to the above, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Provider, subcontractors, and the entity through

which the request was made. The public shall not be given access to such records at the principal office of Provider or Provider's subcontractors.

(3) Provider shall file, or caused to be filed, a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.

(4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the Host, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Provider or subcontractors performing the work shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

(5) Provider shall inform the Host of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

(6) In the event of noncompliance with the requirements of this Section, Provider shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Provider must comply with this Section. Should noncompliance still be evident after such 10-day period, Provider shall pay a penalty in the amount prescribed by statute to the Host for each day, or portion thereof, for each worker, until strict compliance is effectuated.

(7) The responsibility for compliance with this Section shall rest upon Provider.

(8) Provider shall cause and ensure such payroll records shall be furnished directly to the Labor Commissioner in accordance with Labor Code § 1771.4(a)(3) and 8 California Code of Regulations § 16461(b) on a monthly basis (or more frequently if required by the Labor Commissioner) and in a format prescribed by the Labor Commissioner, and made available at all reasonable times at Provider's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776.

(c) Hours Of Work.

(1) As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Provider stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Provider or by the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed on the Host's Property by employees or subcontractors of Provider in excess of eight (8) hours per

day and forty (40) hours during any one week upon this public work shall be permitted compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

(2) Provider shall pay to the Host a penalty in the amount prescribed by statute for each worker employed in the execution of these construction provisions by Provider or by any subcontractor for each day during which such workman is required or permitted to work more than eight (8) hours in any day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by Provider is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

(3) Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to Host, unless otherwise agreed to by the parties.

(4) Construction work under the construction provisions shall be accomplished on a schedule consistent with the normal and reasonable practices of Provider and in compliance with applicable ordinances.

(d) **Apprentices.**

(1) All apprentices employed by Provider to perform services under these Construction Provisions shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which that apprentice is employed, and shall be employed only at the work of the craft or trade in which that apprentice is registered. Only apprentices, as defined in Labor Code § 3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed under these construction provisions. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprenticeship agreements under which that apprentice is training.

(2) When Provider to whom the work under these construction provisions is awarded by the Host or any subcontractor under Provider, in performing any of the work under the construction provisions, employs workers in any apprenticeable craft or trade, Provider and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Property of the public work, for a certificate approving Provider or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. Provider or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five (5) hours of labor performed by a journeyman, except as otherwise provided in Section 1777.5 of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

(3) “Apprenticeable craft or trade” as used in Labor Code § 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

(4) Provider, or any subcontractor which, in performing any of the work under this contract, employs journeymen or apprentices in any apprenticeable craft or trade and which is not contributing to a fund or funds to administer and conduct the apprenticeship programming of any craft or trade in the area of the Property of the public work, to which fund or funds other providers in the area of the Property of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which that Provider employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other providers do, but where the trust fund administrators are unable to accept the funds, providers not signatory to the trust agreement shall pay like amount to the California Apprenticeship Council. Provider or subcontractor may add the amount of such contributions in computing their bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code § 227.

(5) The responsibility of compliance with Labor Code § 1777.5 and this Article for all apprenticeable occupations is with Provider.

(6) The interpretation and enforcement of Sections 1777.5 and 1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(e) Provider shall cause and ensure compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 by all persons or firms providing or performing any work of construction, installation or modification of the Systems under this Agreement. The foregoing includes compliance with DIR registration requirements at all times during performance of the work by the Provider and all of its subcontractors of any tier. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

3. Safety Precautions and Programs. Provider shall ensure that its contractor and subcontractors performing work on the Property comply with the following safety precautions.

(a) Provider’s contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the construction and installation of the Systems, for maintaining all safety and health conditions on each site and for ensuring against and/or correcting any hazardous conditions on the site.

(b) Certain work may be ongoing at the time school is in session; therefore, Provider’s contractor shall take precautions to prevent injury and access to children and staff and shall comply with the Host’s guidelines for onsite safety. Material storage and vehicle access and parking shall be subject to Host approval.

(c) The use of alcohol, drugs, or tobacco will not be permitted on Host property. Workers employed by Provider’s contractor or subcontractors shall have no contact with students. All workers will present themselves with appropriate language, actions and work wear while on construction site.

(d) Provider's contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and overall jobsite safety for contractor/subcontractor employees and visitors.

(e) If necessary, as determined in Host's sole discretion, Provider shall ensure that all persons entering the Properties to construct or work on the System comply with the provisions of California Education Code § 45125.1, regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of employees of entities with a contract with a school district. Provider shall not permit any person entering the Properties to construct or work on the Systems to have any contact with Host pupils until such time as Provider has verified in writing to Host that such person has not been convicted of a felony, as defined in Education Code § 45125.1.]

4. [Conduct of System Construction, Installation, Alteration, Operation, Repair, Maintenance and Removal. Throughout the Term of this Agreement, all work of construction, installation, alteration, operation, repair, maintenance and removal of the Systems shall conform with the following:

(a) Provider shall not leave debris under, in, or about the Property, but shall promptly remove same from the Property and dispose of it in a lawful manner.

(b) Provider shall remove rubbish and debris on a daily basis during the period of its activities at the Property.

(c) When performing activities at the Property Provider shall enclose the working area with temporary fencing adequate to keep District pupils out of the work area and physically segregated from any and all workers on or about the Property. Provider shall coordinate with Host's director of maintenance to develop a mutually agreeable schedule for any activity at the Property to mitigate any inconvenience to or disruption of students, faculty, and staff in their regular school activities and to otherwise eliminate any substantial interference with normal operations of the school campus.

(d) Provider shall provide fencing and/or demarcations around any shrubs or trees indicated to be preserved, sufficient to protect such foliage from substantial damage that might ordinarily occur during activities of the kind undertaken by Provider at the Property.

(e) Provider shall deliver personnel, tools, equipment and materials to the work area over route(s) reasonably designated by the Host, provided that Host ensures that Provider shall have all access rights necessary to use such designated routes.

(f) Provider shall take commercially reasonable measures to mitigate objectionable dust, noise, or other disturbances as necessary to ensure Provider's activities do not result in substantial interference with or disruption of regular school activities and normal operations of the school campus.

(g) Provider shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, Permits or the reasonable directions of the Host, not unreasonably encumber Property or overload any structure with materials, enforce all reasonable instructions of the Host regarding signs, advertising, fires, and smoking and require that all Provider's employees comply with all Host's regulations while on the Property.

(h) Prior to any Provider employee or personnel, or any employee(s) or personnel of any subcontractor thereto, entering onto any property of the Host, Provider shall execute and abide by the Student Safety Certification provided by Host.

(i) Upon completion activities on the Property, Provider shall remove temporary utilities, fencing, barricades, planking, sanitary facilities and all similar temporary facilities from Property.

(j) Provider shall remain liable to Host for all damages to Host's property to the extent caused or contributed to by Provider, its employees and/or agents and shall, upon written demand by District, restore all district property damaged by Provider, its employees and/or agents to substantially the condition in which it was prior to said damage occurring at the sole cost and expense of Provider.

5. Required Certifications. Provider shall, prior to commencement of any installation or construction of the Systems, provide to Host, or cause to be provided to Host, all certifications attached hereto in Exhibit H. Provider hereby represents and warrants that all such certifications are true and correct, and that Provider shall, at all times, conform to the representations and requirements set forth therein as though fully set forth herein.

EXHIBIT G.1
PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above project.

By: _____

Name:

Title: Authorized Signatory

EXHIBIT G.2
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

By: _____

Name:

Title: Authorized Signatory

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

EXHIBIT G.3

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Provider certifies that it has taken at least one of the following actions with respect to the project that is the subject of the Agreement (check all that apply):

_____ Provider has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Provider’s employees and all of its subcontractors’ employees who may have contact with Host pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Provider ‘s employees and of all of its subcontractors’ employees who may come in contact with Host pupils during the course and scope of the Agreement is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Provider has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Provider ‘s employees and Host pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Provider certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Provider who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Provider’s employees and its subcontractors’ employees is:

Name:

Title:

Provider’s responsibility for background clearance extends to all of its employees, its subcontractors, and employees of subcontractors coming into contact with Host pupils regardless of whether they are designated as employees or acting as independent contractors of the Provider.

The undersigned does hereby certify that I am a representative of the Provider currently under contract with the Host; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Provider.

By: _____

Name:

Title: Authorized Signatory

EXHIBIT G.4
DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The Host is not a “state agency” as defined in the applicable section(s) of the Government Code, but the Host is a local agency and public school Host under California law and requires all contractors on Host projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Provider shall certify that it will provide a drug-free workplace by doing all of the following:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program 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.
- The availability of drug counseling, rehabilitation, and employee-assistance programs.
- The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Host determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

By: _____

Name:

Title: Authorized Signatory

EXHIBIT G.5

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and Host Board Policies, all Host sites, including the project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in Host property. Host property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on Host property. I acknowledge that I am aware of the Host's policy regarding tobacco-free environments at Host sites, including the project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the project site.

By: _____

Name:

Title: Authorized Signatory

EXHIBIT G.6

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Provider hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the project or in any tools, devices, clothing, or equipment used to affect any portion of Provider's work on the project for Host.

Provider further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Host's determination. The costs of any such tests shall be paid by Provider if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Provider's expense at no additional cost to the Host.

Provider has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

By: _____

Name:

Title: Authorized Signatory

EXHIBIT G.7

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Provider and its employees will be providing services for the Host, and because the Provider's work may disturb lead-containing building materials, PROVIDER IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the Host. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school Hosts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the Host that all painted surfaces (interior as well as exterior) within the Host contain some level of lead, it is imperative that the Provider, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the Host.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Provider shall provide the Host with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The Host may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Provider.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Provider, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Provider will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the Host, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Provider to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Provider to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the Host.

The undersigned hereby acknowledges, under penalty of perjury, that he or she has received notification of potential lead-based materials on the owner's property, as well as the existence of applicable laws, rules and regulations governing work with, and disposal of, such materials with which it must comply. The undersigned also warrants that he or she has the authority to sign on behalf of and bind the Provider.

By: _____

Name:

Title: Authorized Signatory

ADMINISTRATIVE REPORT

DATE: September 25, 2018
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Rachel Grantham, Financial Analyst
SUBJECT: DEVELOPER FEES REPORT

Background: AB 518, Chapter 70, Statutes of 1989, requires an annual report of Developer Fees Income and Expenditures. For 2017/2018, the Capital Facilities Fund reflects a July 1, 2017, beginning balance of \$2,290,296, income of \$312,749, expenses of \$273,419, and a June 30, 2018, ending balance of \$2,329,626.

This information is recapped in the District's SACS Unaudited Actuals submitted to the Board of Trustees on September 4, 2018 (Item #2a). Of the \$273,419 total expenditures reported on the SACS Form 25, the funds spent by school sites are presented in the attached report.

Rationale: By presenting the Developer Fees Report, the District is meeting its annual disclosure requirements.

Funding: Not applicable.

Recommendation: Not applicable.

RC:RG:gs
Attachment

FULLERTON SCHOOL DISTRICT
REVIEW OF DEVELOPER FEE EXPENDITURE
2017/18

Building improvements and Equipment to house student enrollment at:

\$	75,085	Golden Hill
\$	33,584	Ladera Vista
\$	2,358	Maple
\$	8,800	Richman
\$	54,909	Rolling Hills
\$	3,574	Sunset Lane
\$	27,475	Fisler
\$	34,747	Central costs
\$	1,426	County Admin costs
\$	31,460	Loan payment

\$ 273,419

ADMINISTRATIVE REPORT

DATE: September 25, 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: FIRST READING OF NEW BOARD POLICY 3230

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 policy needs to be added to reflect current laws and practice:

New Board Policy:
Section Title: Business and Non-instructional Operations
BP 3230, Federal Grant Funds

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification, and propose revisions prior to approval of these policies at the October 9, 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.

RC:MG:MM
Attachment

Fullerton School District

Board Policy

Federal Grant Funds

BP 3230

Business and Noninstructional Operations

Board Adopted:

The Board of Trustees recognizes the District's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The District shall comply with all requirements detailed in any grant agreement with an awarding agency and with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter State laws and District policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the District's financial management systems and procedures provide for the following:

1. Identification in District accounts of each federal award received and expended and the federal program under which it was received
2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328
3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest
4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

The superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the District can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award.

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

The District shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met (if applicable), cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant.

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules 200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

BP 3230(c)

200.317-200.326 Procurement standards 200.327-200.329 Monitoring and reporting 200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to Federal grant programs CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting U.S.

DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016 WEB SITES

California Department of Education: <http://www.cde.ca.gov> Education Audit Appeals Panel:

<http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants_docs

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): www.sam.gov/portal/SAM/##11

U.S. Department of Education: <http://www.ed.gov>

U.S. Government Accountability Office: <http://www.gao.gov>