



Fountain Valley School District

BOARD OF TRUSTEES
ANNUAL ORGANIZATIONAL MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

December 13, 2018

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
2nd _____
V _____

BOARD WORKSHOP

**1. NEXT STEPS IN THE SECOND ISSUANCE OF MEASURE O
GENERAL OBLIGATION BONDS**

Assistant Superintendent of Business Services, Christine Fullerton, will be joined by Lori Raineri and Keith Weaver, from Government Financial Strategies Inc., to review and discuss the next steps in moving forward with the second issuance of the District's General Obligation Bonds.

- PUBLIC COMMENTS

Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.

- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*

Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.

- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE

OATH OF OFFICE

2. OATH OF OFFICE: SANDRA CRANDALL, JIM CUNNEEN AND LISA SCHULTZ

The Oath of Office shall be given to board members, Sandra Crandall, Jim Cunneen and Lisa Schultz. Elected to the Board of Trustees in the November 2018 election, Mrs. Crandall, Mr. Cunneen and Mrs. Schultz will begin serving four-year terms, through November 2022.

SPECIAL PRESENTATIONS

3. RECOGNITION OF OUTGOING PRESIDENT JIM CUNNEEN

The Board of Trustees would like to recognize and thank outgoing Board President Jim Cunneen for his leadership this past year. The Board of Trustees will join staff and the community in celebrating the successes of 2018 in the Fountain Valley School District under his leadership.

- RECESS

STAFF REPORTS AND PRESENTATIONS

4. FIRST INTERIM REPORT PRESENTATION (WRITTEN AND ORAL)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will present and review with the Board of Trustees the First Interim Report for the Fountain Valley School District.

5. SAFE SCHOOLS UPDATE

Assistant Superintendent, Business, Chris Fullerton, will provide the Board of Trustees with an update on school safety and the District's response to the Orange County Grand Jury, as well as the progress made with the Safe Schools Task Force.

BOARD REPORTS AND COMMUNICATIONS

Board Members will make the following reports and communicate information to fellow Board Members and staff.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

***** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.**

LEGISLATIVE SESSION

6. ELECTION OF BOARD PRESIDENT FOR 2019

M ___
2nd ___
V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President for the calendar year 2019.

7. ELECTION OF PRESIDENT PRO TEM FOR 2019

M ___
2nd ___
V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President Pro Tem for the calendar year 2019.

8. ELECTION OF BOARD CLERK FOR 2019

M ___
2nd ___
V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board Clerk for the calendar year 2019.

9. SELECTION OF REPRESENTATIVES TO COUNTY COMMITTEES AND COUNCILS AND DISTRICT COMMITTEES

M ___
2nd ___
V ___

As part of the annual organizational meeting, the Board shall select board representatives to County committees and councils and various District committees. Alternates may be selected for some of the committees at the discretion of the board.

Superintendent's Recommendation: It is recommended that the Board of Trustees opens for discussion and reaches consensus on board representation on County Councils and District Committees.

10. SELECTION OF BOARD MEETING DATES FOR 2019

M ___
2nd ___
V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees discusses and reaches consensus on the Board Calendar for 2019.

11. CSBA DELEGATE ASSEMBLY NOMINATIONS

M ___
2nd ___
V ___

The Delegate Assembly is the policy-making body of CSBA. Board members elected to the Delegate Assembly serve a two-year term beginning April 1, 2019.

Superintendent's Recommendation: It is recommended that the Board of Trustees reach consensus on which name or names it will submit in nomination for the CSBA Region 15 Delegate Assembly.

12. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___
2nd ___
V ___

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

Superintendent's Recommendation: The Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

Routine Items of Business

- 12-A. Board Meeting Minutes from November 8th regular meeting
- 12-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 12-C. Donations
- 12-D. Warrants
- 12-E. Purchase Order Listing
- 12-F. Budget Adjustments

Consent Items

12-G. APPROVAL OF 2018-19 FIRST INTERIM REPORT

Superintendent's Comments: The First Interim Report is completed and submitted to the County Office of Education and the State Controller's Office as of October 31, 2018. It is recommended that the Board of Trustees receives and authorizes submittal of the First Interim Report for 2018-19.

12-H. REVIEW AND APPROVAL OF 2017-18 FINANCIAL AUDIT

Superintendent's Comments: It is recommended that the Board of Trustees receives and accepts the 2017-18 Financial Audit.

12-I. REVIEW AND APPROVAL OF 2017-18 BUILDING FUND MEASURE O AUDIT

Superintendent's Comments: It is recommended that the Board of Trustees receives and accepts the 2017-18 Building Fund Measure O Audit.

12-J. APPROVE THE SCOPE OF WORK WITH GOVERNMENT FINANCIAL STRATEGIES, INC. FOR SECOND ISSUANCE OF MEASURE O GENERAL OBLIGATION BONDS

Superintendent's Comments: It is recommended that the Board of Trustees approves the scope of work with Government Financial Strategies, Inc. for the second issuance of Measure O General Obligation Bonds.

12-K. APPROVE THE USE OF THE GLENDALE UNIFIED SCHOOL DISTRICT PIGGYBACK BID FOR THE PURCHASE OF APPLE COMPUTER PRODUCTS, SERVICES AND RELATED ITEMS

Superintendent's Comments: It is recommended that the Board of Trustees approves the use of the Glendale Unified School District Piggyback Bid for the Purchase of Apple Computer Products, Services and Related Items.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, January 10, 2019 at 6:30pm (pending Board approval this evening).

A copy of the Board Meeting agenda is posted on the District's web site (). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 during normal business hours.

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.

Board meeting of December 13, 2018



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **NEXT STEPS IN THE SECOND ISSUANCE OF MEASURE O
GENERAL OBLIGATION BONDS**
DATE: December 10, 2018

Background:

Assistant Superintendent of Business Services, Christine Fullerton, will be joined by Lori Raineri and Keith Weaver, from Government Financial Strategies Inc., to review and discuss the next steps in moving forward with the second issuance of the District's General Obligation Bonds.

Oath of Office
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX Sec. 3 as amended)

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Sandra Crandall, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Elected Officer

Date

Subscribed and sworn to before me this 13th day of December 2018.

Signature of Official Administering Oath

Mark Johnson, Ed.D., Superintendent

Printed Name and Title of Person Administering Oath

Oath of Office
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX Sec. 3 as amended)

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Jim Cunneen, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Elected Officer

Date

Subscribed and sworn to before me this 13th day of December 2018.

Signature of Official Administering Oath

Mark Johnson, Ed.D., Superintendent

Printed Name and Title of Person Administering Oath

Oath of Office
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX Sec. 3 as amended)

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Lisa Schultz, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Elected Officer

Date

Subscribed and sworn to before me this 13th day of December 2018.

Signature of Official Administering Oath

Mark Johnson, Ed.D., Superintendent

Printed Name and Title of Person Administering Oath



SO: 2018-19/B19-15
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF OUTGOING PRESIDENT JIM CUNNEEN**
DATE: December 10, 2018

Background:

The Board of Trustees would like to recognize and thank outgoing Board President Jim Cunneen for his leadership this past year. The Board of Trustees will join staff and the community in celebrating the successes of 2018 in the Fountain Valley School District under his leadership.

Board Meeting of December 13, 2018



SO: 2018-19/B19-16
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **FIRST INTERIM REPORT PRESENTATION (WRITTEN AND ORAL)**
DATE: December 10, 2018

Background:

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will present and review with the Board of Trustees the First Interim Report for the Fountain Valley School District.



SO: 2018-19/B19-17
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **SAFE SCHOOLS UPDATE**
DATE: December 10, 2018

Background:

Assistant Superintendent, Business, Chris Fullerton, will provide the Board of Trustees with an update on school safety and the District's response to the Orange County Grand Jury, as well as the progress made with the Safe Schools Task Force.



SO 2018-19/B19-18
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Rina Lucchese, Executive Assistant
SUBJECT: **Election of Board President for 2019**
DATE: December 10, 2018

Background:

The provisions of the Education Code require the governing board of each school district to hold an annual organizational meeting within a prescribed 15-day period. At the board meeting of November 8, 2018, the Board of Trustees took action to select Thursday, December 13, 2018 at 6:30 pm as the date and time of the annual meeting.

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2019.

Board members shall make a motion, a second, and vote for a Board President.

Recommendation:

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President for the calendar year 2019.



SO 2018-19/B19-19
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Rina Lucchese, Executive Assistant
SUBJECT: **Election of Board President Pro Tem for 2019**
DATE: December 10, 2018

Background

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2019. Board members shall make a motion, a second, and vote for a Board President Pro Tem.

Recommendation

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board President Pro Tem for the calendar year 2019.



SO 2018-19/B19-20
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Rina Lucchese, Executive Assistant
SUBJECT: **Election of Board Clerk for 2019**
DATE: December 10, 2018

Background

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2019. Board members shall make a motion, a second, and vote for a Board Clerk.

Recommendation

It is recommended that the Board of Trustees opens nominations and reaches consensus on a Board Clerk for the calendar year 2019.



SO 2018-19/B19-21
 Fountain Valley School District
 Superintendent's Office

MEMORANDUM

TO: Board of Trustees
 FROM: Mark Johnson, Superintendent
 SUBJECT: **Selection of Representatives to County Committees and Councils and District Committees**
 DATE: December 10, 2018

Background

As part of the annual organizational meeting, the Board shall select board representatives to County committees and councils and various District committees. Alternates may be selected for some of the committees at the discretion of the board.

1. Nominating Committee/County Committee on School District Organization <i>Representative:</i> <i>Alternate:</i>	5. District Audit Committee <i>Representative:</i> <i>Alternate:</i>
2. Health and Wellness Committee <i>Representative:</i> <i>Alternate:</i>	6. Superintendent Parent Council (SPC) <i>Representative:</i> <i>Representative:</i>
3. Representative to the Legislative Action Committee for Education (ACE) <i>Representative:</i> <i>Representative:</i>	7. Facilities Committee <i>Representative:</i> <i>Representative:</i>
4. Representative to the Safe Schools Task Force (SSTF) <i>Representative:</i> <i>Representative:</i>	8. Fountain Valley Schools Foundation <i>Representative:</i> <i>Representative:</i>

Recommendation:

It is recommended that the Board of Trustees opens for discussion and reaches consensus on board representation on County Councils and District Committees.



SO 2018-19/B19-23
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Selection of Board Meeting Dates for 2019**
DATE: December 10, 2018

Background

The Board of Trustees shall reach consensus on board meeting dates for the upcoming year. A proposed calendar of board dates is listed below. Meeting dates are on Thursdays, unless noted.

January 10
February 21
March 14 / Workshop hold March 21 at 5:30pm
April 25
May 16
June 13
June 27
August 8
September 5
October 10 / Workshop hold October 24 at 5:30pm
November 12
December 19

Recommendation

It is recommended that the Board of Trustees discusses and reaches consensus on the Board Calendar for 2019.



SO 2018-19/B19-22
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: **CSBA Delegate Assembly Nominations**
DATE: December 10, 2018

Background:

The California School Board Association is accepting nominations to CSBA's Delegate Assembly through January 7, 2019. The Delegate Assembly is the primary policy-making body of CSBA. Delegates adopt CSBA's legislative platform, take positions on critical issues, elect officers, and adopt bylaw changes. Delegates also serve as a communications link between district board members and the regional director and play a role in fostering collegiality within their region.

The Region 15 Delegate Assembly covers Orange County. The Board of Trustees may nominate board members within their geographic region to the Region 15 Delegate Assembly. The Board may nominate as many individuals as it chooses. Nominees must be members of CSBA member boards within the region.

CSBA delegates serve two-year terms. Those elected in 2019 will serve beginning April 1, 2019 through March 31, 2021. There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding CSBA's Annual Education Conference and Trade Show in November/December.

Recommendation:

It is recommended that the Board of Trustees reaches consensus on which name or names it will submit in nomination for the CSBA Region 15 Delegate Assembly.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

November 8, 2018

MINUTES

President Cunneen called the regular meeting of the Board of Trustees to order at 5:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Jim Cunneen	President
Ian Collins	President Pro Tem
Jeanne Galindo	Clerk
Sandra Crandall	Member
Lisa Schultz	Member

Motion: Mrs. Schultz moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Collins

Vote: 5-0

There were no requests to address the Board prior to closed session.

PUBLIC COMMENTS

Mr. Cunneen announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*

Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.

- Conference with Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a portion of the identified Property.

The public portion of the meeting resumed at 6:30pm.

PLEDGE OF ALLEGIANCE

Mrs. Schultz led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The Board of Trustees joined staff and the community in celebrating Pat Inkster, Instructional Assistant – Mild/Moderate, as Fountain Valley School District’s Classified Employee of the Year for 2018. Ms. Inkster was joined by her family and members

CELEBRATION OF CLASSIFIED EMPLOYEE OF THE YEAR: PAT INKSTER

of the FVSD Family in celebrating her dedication to the District this evening.

The Board took a brief recess for cookies.

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins congratulated his fellow trustees on their recent reelection to the Board. His activities since the last meeting included: Marc Ecker Golf Tournament, SPC, OCSBA/ACSA Dinner, tours of Plavan, Cox, Oka and Newland, Rotary meetings, District Office Halloween luncheon, FVSF meeting, Safe Schools Task Force meeting, and HB Assistance League clothing distribution evening.

Mrs. Crandall congratulated her fellow trustees on their reelection. In addition, she thanked Dr. Johnson, senior staff and their departments for picking up the slack while our two director positions were filled. Her activities since the last meeting included: tours of Masuda, Fulton, Gisler and Newland, Veterans' Day ceremonies at Courreges and Masuda, District Office Halloween luncheon, Polar Day, SPC meeting, FVSF meeting, School Safety Task Force meeting, volunteered at Marc Ecker Golf Tournament, Rotary Ed Arnold Volunteer of the Year awards dinner, Mayor's Breakfast, United Way 5 mile walk, Hyundai Trunk or Treat, and the Mayor's Ball.

Mrs. Galindo congratulated her fellow trustees on their reelection. Her activities since the last meeting included: OCSBA Dinner, tour of Tamura, and visit to Smith School in Huntington Beach City School District for their student wax museum.

Mrs. Schultz congratulated her fellow trustees on their recent reelection. Her activities since the last meeting included: Marc Ecker Golf Tournament and the OCSBA Dinner.

Mr. Cunneen congratulated his fellow trustees on activities since the last meeting included: OCSBA/ACSA Dinner, tours of Fulton, Cox, Plavan, Tamura, and Newland and Veterans' Day ceremony at Masuda. He thanked his fellow trustees for their service this month.

PUBLIC HEARINGS

A public hearing was held for the purpose of receiving public comment on the initial contract proposals between the Fountain

**PUBLIC HEARING ON
INITIAL CONTRACT**

Valley School District and the Fountain Valley Education Association for the 2018-19 school year. Public input was welcomed. There were no requests to address the Board of Trustees and the hearing was closed.

PROPOSALS
BETWEEN FOUNTAIN
VALLEY SCHOOL
DISTRICT AND
FOUNTAIN VALLEY
EDUCATION
ASSOCIATION FOR
2018-19

A public hearing was held for the purpose of receiving public comment on the initial contract proposals between the Fountain Valley School District and the California School Employees Association, Chapter #358 for the 2018-19 school year. Public input was welcomed. There were no requests to address the Board of Trustees and the hearing was closed.

PUBLIC HEARING ON
INITIAL CONTRACT
PROPOSALS
BETWEEN FOUNTAIN
VALLEY SCHOOL
DISTRICT AND
CALIFORNIA SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER #358 FOR
2018-19

PUBLIC COMMENTS

There were requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Collins moved to approve the Master Construction Service Agreement, Master Site Lease Agreement and Master Sublease Agreement to form for the Measure O School Modernization and Air Conditioning Preconstruction and Lease Leaseback Agreements.

Second: Mrs. Galindo

Vote: 5-0

APPROVAL OF
MASTER
CONSTRUCTION
SERVICE
AGREEMENT,
MASTER SITE
LEASE
AGREEMENT AND
MASTER
SUBLEASE
AGREEMENT TO
FORM FOR THE
MEASURE O
SCHOOL
MODERNIZATION
AND AIR
CONDITIONING
PRECONSTRUCTIO
N AND LEASE

LEASEBACK
AGREEMENTS

Motion: Mrs. Crandall moved to approve authorization to issue a Request for Proposals in order to solicit proposals to purchase or lease the District’s former Fred Moiola School site.

Second: Mr. Collins

Vote: 5-0

AUTHORIZATION
TO ISSUE A
REQUEST FOR
PROPOSALS IN
ORDER TO
SOLICIT
PROPOSALS TO
PURCHASE OR
LEASE THE
DISTRICT’S
FORMER FRED
MOIOLA SCHOOL
SITE

Motion: Mrs. Galindo moved to adopt Resolution 2019-08: Authorization for Teaching Credentials 2018-2019 School Year.

Second: Mrs. Schultz

Vote: 5-0

RESOLUTION 2019-
08:
AUTHORIZATION
FOR TEACHING
CREDENTIALS
2018-2019 SCHOOL
YEAR

Motion: Mrs. Crandall moved to approve the Consent Calendar.

Second: Mr. Collins

Vote: 5-0

CONSENT
CALENDAR

The Consent Calendar included:

- Board Meeting Minutes from October 11th Regular Meeting
- Board Meeting Minutes from October 25th Special Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Reappointment Of Personnel Commissioner William Mullin
- Annual Organizational Meeting
- Receipt Of Fountain Valley Education Association’s Initial Proposal For 2018-19

- Presentation Of Fountain Valley School District's 2018-19 Initial Contract Proposals To The Fountain Valley Education Association
- Receipt Of California School Employees Association, Chapter #358's Initial Proposal For 2018-19
- Presentation Of Fountain Valley School District's 2018-19 Initial Contract Proposals To The California School Employees Association, Chapter #358
- California Healthy Kids Survey
- Special Education Agreement
- Memorandum Of Understanding With Huntington Beach Unified School District For School Library Services

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Congratulated Mrs. Crandall, Mr. Cunneen and Mrs. Schultz on their recent reelection to the Board of Trustees. In addition, he thanked Mr. Mullin for his service to the Personnel Commission. And lastly, he noted the CGI Sum+It and professional development/non-student day tomorrow; an exciting day in our District indeed!

CLOSED SESSION

Mr. Cunneen announced that the Board would retire into a second Closed Session. Action was not anticipated. The following was addressed: CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a portion of the identified Property.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 8:25PM.

Second: Mrs. Galindo

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
December 13, 2018**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING
CERTIFICATED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Brignardello, Alyssa	Middle School/ Science	Fulton	Maternity/Child Care	12/17/2018
1.1.2	Kha, Kim	1 st Grade	Plavan	Child Care	12/03/2018
1.1.3	Villarreal, Polly	1 st Grade	Courreges	Tragedy PN	01/07/2019

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
December 13, 2018**

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Correa, Wendy	Gisler	Preschool Assistant	11/23/2018
2.1.2	Watson, Kaitlyn	Newland	BIA	11/29/2018
2.1.3	Rodriguez, Gabriela	Tamura	ESP Assistant	11/13/2018

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Jerulle, Karen	Courreges	Instructional Assistant	01/11/2019
2.2.2	Gunagan, Reatte	District Office	Substitute Services Tech.	12/31/2018

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Maney, Rebecca	Various	SLPA	10/31/2018
2.3.2	Esparza, Nick	Oka	Custodian	11/29/2018
2.3.3	Short, Chelsea	Plavan	ESP Instructor	11/13/2018

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.4.1	Seiler, Olisema	Rover	FSW	Sick Leave	10/31/2018
2.4.2	McEveety, Heather	Oka	IA Mod/Severe	Parental Leave	01/07/2019
2.4.3	Clouthier, David	Talbert	IA Mod/Severe	Sick Leave	11/16/2018

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF PLACEMENT OF THE NEW CLASSIFICATION OF NOON DUTY AIDE AT SALARY RANGE 5 ON THE NON-REPRESENTED CLASSIFIED SALARY SCHEDULE.

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE 2018-2019 NON-CLASSIFIED SALARY SCHEDULE.

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	McCombs, Tony	Merit Academy	Poway, Ca	Actual & Necessary	012719165- 5210	January12, 2019
3.2	Johnson, Mark	4 th District PTA Safari	Sacramento, Ca	Actual & Necessary	012719165- 5210	February 25-26, 2019
3.3	Johnson, Mark	ACSA Superintendents' Symposium	Monterey, Ca	Actual & Necessary	012719165- 5210	January 29- February 1, 2019

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL**

December 13, 2018

EDUCATIONAL SERVICES

4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	DAVIS, Mary Jo (CR)	To serve as English Learner	\$1,000 stipend	010028055-1115	2018/2019 school
	CARRASCO, Christine (CX)	Lead Teacher for their	each		year
	TRESTIK, Staci (FUL)	individual school site			
	PRIETO, Pat (GIS)				
	FOUSE, Erin (MAS)				
	TILKA, Jim (NEW)				
	MCDANIELS, Michelle (OK)				
	WILSON, Tara (PL)				
	JOHNSON, Janette (TAL)				
	DAO, Huong (TAM)				
	(Educational Services)				

5.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	Pyramid Education	HOMAMPOUR,	Anaheim, CA	Actual and	010019961.5210	January 31 -
	Consultants Level 2	Adeena, SLP (NEW)		Necessary		February 1, 2019
	Training	(Support Services)				

6.0 APPROVAL OF AMENDMENTS(S)

6.1 Please amend Personnel Items, Educational Services, dated July 12, 2018, Approval of **Independent Contractor Agreements/Resolutions**, Item 4.1 as follows:

Change from:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
Bio-Acoustical Corporation	Perform hearing screening, near and far vision screening, and color vision screening for designated District students (Support Services)	\$14,900	012739962-5813	2018/2019 school year

Change to:

(same) (same) \$17,000 (same) (same)

FOUNTAIN VALLEY SCHOOL DISTRICT
NON-REPRESENTED CLASSIFIED SALARY SCHEDULE
2018-2019

NOON DUTY AIDE (hourly rate of pay)

	Step 1	Step 2	Step 3	Step 4	Step 5
Range 5	\$14.37	\$15.08	\$15.84	\$16.63	\$17.46

Fountain Valley School District
Non-Classified Salary Schedule Placement
2018-2019

<u>Classification</u>	<u>Hourly Rate</u>	<u>Range/Step</u>
Information Technology Student Worker	\$16.12	SW2/01
Student Worker (through 12/31/2018)	\$11.00	01/01
Student Worker (effective 01/01/2019)	\$12.00	01/01

Minimum Wage (Employers with 26 or more employees) - \$11.00/hour through 12/31/2018, \$12.00/hour effective 01/01/2019

Controller's Government Compensation in California
<http://www.publicpay.ca.gov/>

Revised 11/26/18

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 12/13/2018

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COX			
	Assistance League of Hunt Bch. Kristi Gjolme replacing grant ck she rcvd.	\$2,000.00	Books, classroom enhancement for Cox tchr, Kristi Gjolme
FULTON, MASUDA, TALBERT			
	Fountain Valley Schools Foundation	\$1,000.00	Polar Day - Talbert (ck 1325)
	Fountain Valley Schools Foundation	\$5,100.00	Middle Schools Robotics Program \$1,700 each Middle School (Ck- 1325)
FULTON			
	Boeing	\$75.00	Principal's Discretion
	Fulton PTA	\$667.67	Extracurricular Clubs
	Fulton PTA	\$4,762.48	Principal's Discretion
GISLER			
	Gisler PTO	\$864.00	Bottled Water
	Gisler PTO	\$63.00	Printing for Tech Talk Night
MASUDA			
	Masuda PTSO	\$1,548.31	Sports Equipment Purchases
OKA			
	Assistance League of Hunt Bch. Jennifer Edmondson replacing grant ck she rcvd.	\$1,500.00	Classroom Supplies, Jennifer Edmondson - Oka

PLAVAN			
		\$1,325.20	Transportation for 5th gr. Field Trip - Rancho Sonado - 9/26/18
	Plavan PTO		
TALBERT			
	Talbert Parents & Students	\$1,314.00	Transportation for King Tut Exhibit - 6th gr. Field Trip
TAMURA			
	Tamura PTO	\$ 2,628.43	Renaissance Accelerated Reader

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING DECEMBER 13, 2018**

To: Christine Fullerton
From: Mino Nhek
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 82010 - 82389
Dates: 10/31/2018 - 11/30/2018

Fund 01	General Fund	646,687.46
Fund 12	Child Development	25,830.67
Fund 13	Cafeteria	93,541.51
Fund 14	Deferred Maintenance	1,039.25
Fund 21	GOB 2016 Election	1,021,107.45
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	42,539.36
Fund 68	Worker Comp	72,531.83
Fund 69	Insurance	481,120.91
TOTAL		\$ 2,384,398.44

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4124	LYTLE SCREEN PRINTING INC.	1,041.94	1,041.94	016919395 5580	7240 Special Ed Transportation / Uniform Cleaning
M20M4125	THEODORE ROBINS	2,500.00	2,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4170	OMEGA FIRE PROTECTION	72.00	72.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4171	EBERHARD EQUIPMENT	99.52	99.52	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4172	NORTHSTAR AV	2,059.05	2,059.05	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4173	AAA ELECTRIC MOTOR SALES & SER	242.44	242.44	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4174	REFRIGERATION CONTROL COMPANY	559.48	559.48	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4175	AMERICAN ENVIRONMENTAL SPECIAL	650.30	650.30	012869390 6223	Maintenance / Tests & Exam Bldgs Improvement
M20M4201	GRUETT TREE COMPANY INC	3,500.00	3,500.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
M20M4202	CRANDALL'S PLUMBING INC.	250.00	250.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4205	PENNER PARTITIONS, INC.	11,450.00	11,450.00	012869390 5899	Maintenance / Other Operating Expenses
M20R0844	DODDS KERAN, KIMBERLY MICHELLE	4,155.00	2,155.00	010114955 5813	Title I - Masuda / Consultant
			2,000.00	010144949 5813	Sch Site Instr - Masuda / Consultant
M20R0886	AKJ BOOKS	220.79	220.79	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
M20R0902	LEARNING A-Z	989.55	989.55	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
M20R0903	GROWING EDUCATORS INC	11,407.50	11,407.50	010113755 5899	Title I - Oka / Other Operating Expenses
M20R0909	MOMENTUM IN TEACHING LLC	3,400.00	3,400.00	011235675 5215	State Standards Discrt-READING / Staff Development
M20R0911	CERTIFIED TRANSPORTATION BUS C	3,017.40	3,017.40	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside Agency
M20R0912	LYTLE SCREEN PRINTING INC.	158.23	158.23	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
M20R0914	ARIEL SUPPLY INC.	450.00	450.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0915	SEHI COMPUTER PRODUCTS	1,386.57	135.94	010124949 4320	Pacific Life Grant - Masuda / Computer Supplies
			1,223.44	010124949 4399	Pacific Life Grant - Masuda / Equipment Under \$500
			27.19	010124949 5899	Pacific Life Grant - Masuda / Other Operating Expenses
M20R0916	SEHI COMPUTER PRODUCTS	1,026.06	821.06	010114955 4410	Title I - Masuda / Fixed Assets \$500-\$5000
			205.00	010114955 5899	Title I - Masuda / Other Operating Expenses
M20R0917	CERTIFIED TRANSPORTATION BUS C	992.96	992.96	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
M20R0918	FOLLETT SCHOOL SOLUTIONS INC.	1,244.10	1,000.00	010459075 4310	Pupil Achievement-Library / Instructional Supplies
			244.10	011403155 4320	Library Services - Gisler / Computer Supplies
M20R0919	GUITAR CENTER INC.	615.51	615.51	010099276 5645	Instrumental Music / Outside Srvs-Repairs & Mainten
M20R0922	TEACHER SYNERGY LLC	242.99	242.99	010055775 4310	State Standards-CGI / Instructional Supplies
M20R0926	STENHOUSE PUBLISHERS	31.54	31.54	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R0928	BOOKSOURCE	1,007.23	1,007.23	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R0929	UCI	580.00	580.00	011534775 5210	Cotsen Grant -Courreges / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0931	AKJ BOOKS	327.71	327.71	011235675 4310	State Standards Discret-READING / Instructional Supplies
M20R0932	ORANGE COUNTY DEPARTMENT OF ED	2,350.00	2,350.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0934	DEMCO	85.27	85.27	010459075 4320	Pupil Achievement-Library / Computer Supplies
M20R0935	CAHPERD	225.00	225.00	010144949 5210	Sch Site Instr - Masuda / Travel, Conference, Workshop
M20R0936	FOLLETT SCHOOL SOLUTIONS INC.	108.90	108.90	010459075 4315	Pupil Achievement-Library / Media/Library Supplies
M20R0937	IMAGE MARKET	881.70	881.70	010143889 4311	Donations - Talbert / Elective Supplies
M20R0938	ANAHEIM BAND INSTRUMENTS	284.60	284.60	010143889 4311	Donations - Talbert / Elective Supplies
M20R0939	CERTIFIED TRANSPORTATION BUS C	1,489.44	1,489.44	010013289 5811	Donations - Cox / Transportation Outside Agency
M20R0941	SCHOOL HEALTH CORPORATION	876.04	876.04	012739962 4410	Medi-Cal Billing-Nurses / Fixed Assets \$500-\$5000
M20R0942	SOUTHWEST SCHOOL AND OFFICE SU	23.87	23.87	010019961 4325	Medi-Cal Billing-Instructional / Office Supplies
M20R0943	PYRAMID EDUCATIONAL CONSULTANT	669.29	669.29	010019962 4310	Medi-Cal Billing - S&L / Instructional Supplies
M20R0944	SCHOOL SPECIALTY	255.80	255.80	012539961 4310	Tobacco-Use-OCDE Administrative / Instructional Supplies
M20R0945	A1GM	250.00	250.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
M20R0947	ORANGE COUNTY DEPARTMENT OF ED	27,674.00	27,674.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0948	ORANGE COUNTY DEPARTMENT OF ED	54,357.00	49,727.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
			4,630.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
M20R0949	OFFICE DEPOT	1,140.29	1,140.29	010055775 4325	State Standards-CGI / Office Supplies
M20R0950	LIGHTSPEED TECHNOLOGIES	21,545.55	21,545.55	012719380 4410	Business Department / Fixed Assets \$500-\$5000
M20R0951	CRAFT SUPPLIES USA	265.90	265.90	010142989 4311	Donations - Fulton / Elective Supplies
M20R0952	PENN STATE INDUSTRIES	182.41	182.41	010142989 4311	Donations - Fulton / Elective Supplies
M20R0953	JAY'S CATERING	251.65	251.65	010144989 5215	Donations - Masuda / Staff Development
M20R0954	CAHPERD	314.00	314.00	010142989 5210	Donations - Fulton / Travel, Conference, Workshop
M20R0955	CALSTRS	30,000.00	30,000.00	010059470 3901	Contractual Obligation - Cert / OTHER
M20R0957	PEARSON CLINICAL ASSESSMENT	1,129.89	1,129.89	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
M20R0958	BLICK ART MATERIALS	200.00	200.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0959	HEINEMANN	1,104.39	1,104.39	010113755 4310	Title I - Oka / Instructional Supplies
M20R0960	HEINEMANN	7,704.94	7,704.94	010113755 4310	Title I - Oka / Instructional Supplies
M20R0961	WILSON LANGUAGE TRAINING CORPO	754.92	754.92	010113755 4310	Title I - Oka / Instructional Supplies
M20R0962	HEINEMANN	2,875.46	2,875.46	010113755 4310	Title I - Oka / Instructional Supplies
M20R0964	CAHPERD	314.00	314.00	010142989 5210	Donations - Fulton / Travel, Conference, Workshop
M20R0965	J W PEPPER	237.60	11.69	010143888 4311	ASB Donations Instr - Talbert / Elective Supplies
			225.91	010143889 4311	Donations - Talbert / Elective Supplies
M20R0966	CERTIFIED TRANSPORTATION BUS C	5,713.80	5,713.80	010011089 5811	Donations - Tamura / Transportation Outside Agency
M20R0967	CAHPERD	314.00	314.00	010142989 5210	Donations - Fulton / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0968	ATKINSON ANDELSON LOYA RUDD &	15,000.00	15,000.00	012159380 5830	Business - Legal Services / Legal Fees
M20R0969	SCHOOL SERVICES OF CALIFORNIA	1,800.00	450.00	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
			450.00	010059771 5210	Contractual Obligation - Class / Travel, Conference, Workshop
			225.00	012719275 5210	Educational Services Admin / Travel, Conference, Workshop
			225.00	012719380 5210	Business Department / Travel, Conference, Workshop
			225.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
			225.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
M20R0970	AMAZON.COM LLC	1,304.67	1,304.67	010013289 4310	Donations - Cox / Instructional Supplies
M20R0971	PERMA-BOUND BOOKS	881.74	881.74	010459075 4320	Pupil Achievement-Library / Computer Supplies
M20R0972	VIRCO MANUFACTURING	2,780.04	2,780.04	010019380 4410	School Equipment / Fixed Assets \$500-\$5000
M20R0973	SUPPLYMASTER INC	378.45	378.45	015999860 4325	Special Ed - Administration / Office Supplies
M20R0974	BOOKSOURCE	109.75	109.75	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R0976	ORANGE COUNTY DEPARTMENT OF ED	20.00	20.00	010142989 5210	Donations - Fulton / Travel, Conference, Workshop
M20R0977	YOUTHFUL INNOVATIONS LLC	297.43	297.43	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R0982	ORANGE COUNTY DEPARTMENT OF ED	40.00	40.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Workshop
M20R0986	ARIEL SUPPLY INC.	787.38	787.38	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
M20R0987	AMAZON.COM LLC	1,483.50	652.48	012719470 4325	Personnel Department / Office Supplies
			336.52	012849470 4325	Payroll Fiscal Services / Office Supplies
M20R0989	LAKESHORE LEARNING MATERIALS	200.00	200.00	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
M20R0992	SCHOLASTIC BOOK ORDERS	362.14	362.14	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R0993	LEVEL 27 MEDIA	41.33	41.33	012849470 4325	Payroll Fiscal Services / Office Supplies
M20R0995	PAPER DIRECT INC	104.20	104.20	012819771 5828	Personnel Commission / Staff Recognition
M20R0998	AMAZON.COM LLC	347.29	347.29	012719380 4329	Business Department / Disaster Supplies
M20R0999	SOUTHWEST SCHOOL AND OFFICE SU	75.76	75.76	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
M20R1006	CURRICULUM ASSOCIATES INC.	144.73	144.73	015513160 4310	Special Ed. - Gisler RSP / Instructional Supplies
M20R1007	LEVEL 27 MEDIA	85.58	85.58	012724949 4325	Sch Site Admin - Masuda / Office Supplies
M20R1008	STAPLES	94.26	94.26	012849380 4325	Fiscal Services / Office Supplies
M20R1009	BUREAU OF EDUCATION & RESEARCH	269.00	269.00	010114955 5210	Title I - Masuda / Travel, Conference, Workshop
M20R1011	SCREENING FOR MENTAL HEALTH	150.00	150.00	015709860 5826	Mental Health-Psychologists / Licensing/Software,Maint/Supp
M20R1012	PFS SHREDDING & MEDICAL WASTE	480.00	480.00	012719380 5899	Business Department / Other Operating Expenses
M20R1013	CALIFORNIA SCIENCE CENTER	1,619.65	1,619.65	010143889 5899	Donations - Talbert / Other Operating Expenses
M20R1014	CALIFORNIA SCIENCE CENTER	816.75	816.75	010143889 5899	Donations - Talbert / Other Operating Expenses
M20R1015	ADAMS BOOK COMPANY	454.16	454.16	010142989 5899	Donations - Fulton / Other Operating Expenses
M20R1016	HEINEMANN	2,054.21	2,054.21	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1019	BARNES AND NOBLE	21.71	21.71	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R1020	REALLY GOOD STUFF INC	299.11	299.11	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1026	CSPCA	630.00	630.00	012819771 5210	Personnel Commission / Travel, Conference, Workshop
M20R1032	CERTIFIED TRANSPORTATION BUS C	624.88	624.88	010144989 5811	Donations - Masuda / Transportation Outside Agency
M20R1034	HOME DEPOT	195.00	195.00	012731010 4327	Health Supplies - Tamura / Health Supplies
M20R1035	BREAKOUT INC	50.00	50.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R1036	WESTERN PSYCHOLOGICAL	1,463.06	1,463.06	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
M20S8028	SOUTHWEST SCHOOL AND OFFICE SU	2,088.00	2,088.00	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8029	ADVANTAGE WEST INVESTMENT ENTE	309.35	309.35	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8030	GRAINGER INC.	67.64	67.64	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8031	UNITED HEALTH SUPPLIES	190.64	190.64	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8032	INDUSTRIAL FORMULATORS INC.	77.65	77.65	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8033	IMAGE 2000	8,210.63	8,210.63	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		263,667.27	263,172.77		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0933	HOME DEPOT	579.44	21.55	120016098 4310	Extended School Instructional / Instructional Supplies
			557.89	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
M20R0978	LAKESHORE LEARNING MATERIALS	465.45	465.45	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0979	LAKESHORE LEARNING MATERIALS	1,852.02	1,852.02	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0981	UM, LYNNE	38.06	38.06	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0984	LAKESHORE LEARNING MATERIALS	194.66	194.66	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
M20R0985	SEHI COMPUTER PRODUCTS	554.64	554.64	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0991	LAKESHORE LEARNING MATERIALS	652.50	652.50	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1010	LAKESHORE LEARNING MATERIALS	183.79	183.79	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1017	SCHOLASTIC INC.	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1018	SCHOLASTIC INC.	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1023	HOME DEPOT	579.64	557.89	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
			21.75	120016098 5899	Extended School Instructional / Other Operating Expenses
M20R1025	DISCOUNT SCHOOL SUPPLY	168.57	168.57	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R1027	S & S WORLDWIDE	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1028	MINDWARE	135.94	135.94	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1029	LAKESHORE LEARNING MATERIALS	543.75	543.75	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1030	LAKESHORE LEARNING MATERIALS	2,589.34	2,589.34	120016098 4399	Extended School Instructional / Equipment Under \$500
M20R1031	LAKESHORE LEARNING MATERIALS	391.37	391.37	120086198 4399	CSPP QRIS Block Grant Instr / Equipment Under \$500
M20R1033	S & S WORLDWIDE	774.23	774.23	120016098 4399	Extended School Instructional / Equipment Under \$500
Fund 12 Total:		10,355.90	10,355.90		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0920	PREMIER FOOD SAFETY	139.00	139.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
M20R0921	PREMIER FOOD SAFETY	139.00	139.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
M20R0923	CALIFORNIA DEPARTMENT OF EDUCA	379.05	379.05	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
M20R0924	REFRIGERATION CONTROL COMPANY	179.26	179.26	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R0925	REFRIGERATION CONTROL COMPANY	227.20	227.20	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R0927	AMAZON.COM LLC	27.61	27.61	133207380 4399	Cafeteria Fund / Equipment Under \$500
M20R0930	LEVEL 27 MEDIA	152.25	152.25	133207380 5870	Cafeteria Fund / Printing & Repro Outside Agncy
M20R0946	PREMIER FOOD SAFETY	139.00	139.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
M20R0963	AMAZON.COM LLC	168.26	168.26	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
M20R1005	REFRIGERATION CONTROL COMPANY	318.75	318.75	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		1,869.38	1,869.38		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4097	COR-O-VAN MOVING AND STORAGE I	18,109.76	18,109.76	213014980 6299	GOB, ELECTION 2016-Masuda / Other Building &
M20M4098	COR-O-VAN MOVING AND STORAGE I	34,415.83	34,415.83	213014780 6299	GOB, ELECTION 2016-Courreges / Other Building &
Fund 21 Total:		52,525.59	52,525.59		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0980	AMAZON.COM LLC	407.81	407.81	682719470 5899	Workers Comp Admin / Other Operating Expenses
M20R0987	AMAZON.COM LLC	1,483.50	494.50	682719470 4325	Workers Comp Admin / Office Supplies
Fund 68 Total:		1,891.31	902.31		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 12/13/2018

FROM 10/31/2018 TO 11/30/2018

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			328,825.95		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

12/13/2018

FRO 10/31/2018 TO 11/30/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0124	E.G.BRENNAN & CO.	1,000.00	+700.94	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
M20R0413	ATKINSON ANDELSON LOYA RUDD &	45,000.00	+25,000.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
M20R0725	FOLLETT SCHOOL SOLUTIONS INC.	5,375.00	+789.00	012331055 4210	Title III-EL-Tamura / Library Books
			+187.00	012331655 4210	Title III-EL-Newland / Library Books
			+194.00	012332955 4210	Title III-EL-Fulton / Library Books
			+445.00	012333155 4210	Title III-EL-Gisler / Library Books
			+1,269.00	012333255 4210	Title III-EL-Cox / Library Books
			+201.00	012333755 4210	Title III-EL-Oka / Library Books
			+189.00	012333855 4210	Title III-EL-Talbert / Library Books
			+882.00	012334055 4210	Title III-EL-Plavan / Library Books
			+502.00	012334755 4210	Title III-EL-Courreges / Library Books
			+717.00	012334955 4210	Title III-EL-Masuda / Library Books
			-4,000.00	012338055 4210	Title III-EL-Instructional / Library Books
Fund 01 Total:			+27,075.94		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **12/13/2018**

FRO 10/31/2018 TO 11/30/2018

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0219	SMART & FINAL	10,000.00	+5,000.00	123206098 4710	Extended School Food Service / Food
M20R0221	SAMS CLUB	7,000.00	+5,000.00	123206098 4710	Extended School Food Service / Food
Fund 12 Total:			+10,000.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

12/13/2018

FRO 10/31/2018 TO 11/30/2018

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0041	GOLD STAR FOODS	125,000.00	-50,000.00	133207380 4710	Cafeteria Fund / Food
M20R0046	PREFERRED MEAL SYSTEMS INC	315,000.00	+140,000.00	133207380 4710	Cafeteria Fund / Food
Fund 13 Total:			+90,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **12/13/2018**

FRO 10/31/2018 TO 11/30/2018

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0881	CALIFORNIA FINANCIAL INVESTMEN	27,500.00	+20,000.00	213019990 5813	GOB, ELECTION 2016 / Consultant
Fund 21 Total:			+20,000.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

12/13/2018

FRO 10/31/2018 TO 11/30/2018

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4093	AMERICAN MODULAR SYSTEMS INC	3,742,689.00	+13,781.00	403002980 6299	MS Science Bldg - Fulton / Other Building & Improvement
			-10,546.00	403003880 6299	MS Science Bldg - Talbert / Other Building & Improvement
			-10,546.00	403004980 6299	MS Science Bldg - Masuda / Other Building & Improvement
M20R0169	ATKINSON ANDELSON LOYA RUDD &	30,000.00	+10,000.00	402969380 5830	Property - Legal Services / Legal Fees
	Fund 40 Total:		+2,689.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **12/13/2018**

FRO 10/31/2018 TO 11/30/2018

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			+149,764.94		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 13

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	4,291.00	4,410.00
2100	INSTRUCTIONAL AIDES' SALARIES	167,632.00	204,941.00
3101	STRS-CERTIFICATED POSITIONS	698.00	714.00
3202	PERS-CLASSIFIED	30,278.00	36,832.00
3313	MEDICARE-CERTIFICATED	62.00	64.00
3314	MEDICARE-CLASSIFIED	2,430.00	2,956.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		6.00
3356	OASDI-CLASSIFIED	10,393.00	12,642.00
3402	HEALTH & WELFARE-CLASSIFIED	15,210.00	18,000.00
3502	SUI-CLASSIFIED	84.00	102.00
3601	WORKERS'COMP-CERTIFICATED	94.00	96.00
3602	WORKERS'COMP-CLASSIFIED	3,671.00	4,466.00
4200	BOOKS OTHER THAN TEXTBOOKS	500.00	2,563.00
4300	MATERIALS & SUPPLIES	4,700.00	113,320.00
4400	NONCAPITALIZATION EQUIPMENT		121,217.00
5100	SUBAGREEMENTS FOR SERVICE		7,926.00
5200	TRAVEL & CONFERENCES		1,904.00
5400	INSURANCE		1,926.00
5600	RENTAL,LEASE,REPAIR & NON CAP	2,542.00	79,247.00
5711	Direct Cost - Field Trips		2,000.00
5712	Direct Cost - Postage		150.00
5713	Direct Cost-Printing & Reprod	2,255.00	105.00
5750	Direct Cost - Printing & Repro	35.00	
5751	Direct Cost - Field Trips	1,436.00	
5800	PROF/CONS SERV & OPER EXPENSE	19,670.00	532,456.00
5900	COMMUNICATIONS		50.00
6400	EQUIPMENT		5,720.00
7141	Excess Costs/Deficit Pay-Schls		162,853.00
7310	TRANSFER OF INDIRECT COSTS	8,655.00	5,804.00
8000	REVENUE LIMIT SOURCES	1,025,710.00	1,378,508.00
8200	FEDERAL INCOME	10,010.00	8,101.00
8500	STATE INCOME		412,786.00
8600	LOCAL INCOME	1,500.00	116,131.00
8700	OTHER REVENUES		22,089.00
9740	RESTRICTED BALANCE	75,066.00	195,855.00
9790	UNASSIGNED/UNAPPROPRIATED	1,446,522.00	1,178,296.00
9799	APPROPRIATED FUND BALANCE	6,067.00	6,069.00

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 13

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		2,839,511.00	4,640,305.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 14

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		31,398.00
4400	NONCAPITALIZATION EQUIPMENT		6,254.00
5200	TRAVEL & CONFERENCES		2,400.00
5600	RENTAL,LEASE,REPAIR & NON CAP		10,393.00
5751	Direct Cost - Field Trips		1,436.00
5800	PROF/CONS SERV & OPER EXPENSE		17,654.00
8600	LOCAL INCOME		410,013.00
9740	RESTRICTED BALANCE	111,469.00	451,948.00
9799	APPROPRIATED FUND BALANCE		1.00
Subfund Total:		111,469.00	931,497.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 15

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		500.00
4700	FOOD	175,000.00	91,182.00
5750	Direct Cost - Printing & Repro		35.00
5800	PROF/CONS SERV & OPER EXPENSE		2,808.00
5900	COMMUNICATIONS		76.00
6400	EQUIPMENT		17,306.00
8600	LOCAL INCOME	174,275.00	4.00
9740	RESTRICTED BALANCE	286,182.00	175,004.00
Subfund Total:		635,457.00	286,915.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 16

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 1414 DEFERRED MAINTENANCE

Object	Description	FROM	TO
5600	RENTAL,LEASE,REPAIR & NON CAP		31,190.00
6200	BUILDING AND IMPROVE OF BLDGS		349,098.00
8600	LOCAL INCOME		2.00
9760	OTHER COMMITMENTS		2.00
9780	OTHER ASSIGNMENTS	380,288.00	
Subfund Total:		380,288.00	380,292.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 17

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 2121 GOB ELE 2016 SERIES 2017
--

Object	Description	FROM	TO
6200	BUILDING AND IMPROVE OF BLDGS		354,341.00
9740	RESTRICTED BALANCE	354,341.00	
Subfund Total:		354,341.00	354,341.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 18

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
8600	LOCAL INCOME		4.00
9780	OTHER ASSIGNMENTS		4.00
Subfund Total:		0.00	8.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 19

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 3535 SCHOOL FACILITIES

Object	Description	FROM	TO
8600	LOCAL INCOME		7.00
9780	OTHER ASSIGNMENTS		7.00
Subfund Total:		0.00	14.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200_____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 20

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 4040 SPECIAL RESERVE/C.O.P.
--

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		29,000.00
6200	BUILDING AND IMPROVE OF BLDGS		3,750,800.00
8600	LOCAL INCOME		6,932.00
8900	INCOMING TRANSFERS		641,874.00
9760	OTHER COMMITMENTS		371,761.00
9780	OTHER ASSIGNMENTS	8,069,005.00	4,566,250.00
Subfund Total:		8,069,005.00	9,366,617.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 21

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
8600	LOCAL INCOME		6.00
9790	UNASSIGNED/UNAPPROPRIATED		6.00
Subfund Total:		0.00	12.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

2019 22

Adjustment of Funds

It has been resolved to make the budget adjustments as listed below per Education Code 42600.

Fund: 6769 INSURANCE HEALTH/WELFARE
--

Object	Description	FROM	TO
8600	LOCAL INCOME		7.00
9790	UNASSIGNED/UNAPPROPRIATED		7.00
Subfund Total:		0.00	14.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above adjustment was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2019 1

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	5,266.00	7,500.00
2100	INSTRUCTIONAL AIDES' SALARIES		307.00
2400	CLERICAL & OFFICE SALARIES		964.00
2900	OTHER CLASSIFIED SALARIES		79.00
3101	STRS-CERTIFICATED POSITIONS		251.00
3202	PERS-CLASSIFIED		101.00
3313	MEDICARE-CERTIFICATED		22.00
3314	MEDICARE-CLASSIFIED		19.00
3353	ARP-CERTIFICATED		17.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		4.00
3356	OASDI-CLASSIFIED		64.00
3402	HEALTH & WELFARE-CLASSIFIED	30.00	1,155.00
3601	WORKERS'COMP-CERTIFICATED		35.00
3602	WORKERS'COMP-CLASSIFIED		207.00
4200	BOOKS OTHER THAN TEXTBOOKS	25,344.00	11,893.00
4300	MATERIALS & SUPPLIES	106,725.00	118,845.00
4400	NONCAPITALIZATION EQUIPMENT	10,237.00	44,600.00
5200	TRAVEL & CONFERENCES	1,521.00	12,553.00
5300	DUES AND MEMBERSHIPS		626.00
5500	OPERATIONS & HOUSEKEEPNG SVCS		8,835.00
5800	PROF/CONS SERV & OPER EXPENSE	168,038.00	101,708.00
5900	COMMUNICATIONS		3,009.00
9790	UNASSIGNED/UNAPPROPRIATED	89.00	4,456.00
Subfund Total:		317,250.00	317,250.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2019 2

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT	1,930.00	343.00
2400	CLERICAL & OFFICE SALARIES		198.00
4300	MATERIALS & SUPPLIES	7,336.00	10,656.00
4400	NONCAPITALIZATION EQUIPMENT		4,553.00
4700	FOOD	2,000.00	10,644.00
5200	TRAVEL & CONFERENCES		86.00
5600	RENTAL,LEASE,REPAIR & NON CAP		230.00
5800	PROF/CONS SERV & OPER EXPENSE	36,136.00	20,692.00
Subfund Total:		47,402.00	47,402.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2019 3

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 2121 GOB ELE 2016 SERIES 2017

Object	Description	FROM	TO
	Subfund Total:	0.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2019 4

It has been resolved to make the budget transfers as listed below per Education Code 42600.

Fund: 4040 SPECIAL RESERVE/C.O.P.
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Object	Description	FROM	TO
5600	RENTAL,LEASE,REPAIR & NON CAP		14,000.00
5800	PROF/CONS SERV & OPER EXPENSE	14,000.00	
Subfund Total:		14,000.00	14,000.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 12/13/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

The above transfer was approved on the _____ day of _____, 200____.

APPROVED: Superintendent of Schools, County of Orange: _____
Deputy



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of 2018-19 First Interim Report**
DATE: December 4, 2018

Background:

School districts are required to complete two interim financial reports during a fiscal year; one as of October 31 and one as of January 31. The Interim Reports are filed with the County Department of Education and the State Controller's Office. School districts must conduct a review of their interim reports in accordance with state-adopted Criteria and Standards. Two critical areas are cash balance and fund balance. The second part of the summary review includes specified additional information intended to assist governing boards and county offices in better understanding the status of the District budget. This supplemental information includes the status of negotiations, reserves, and any multi-year commitments that have occurred since the budget was adopted.

Fiscal Impact:

Beginning Balance

The 2017-18 audit is complete with a General Fund beginning balance on July 1, 2018 of \$16.5 million.

Revenue Assumptions

Local Control Funding Formula Revenue

The 2018-19 budget has been updated as of the First Interim Report to reflect all state level changes to the Local Control Funding Formula (LCFF). The LCFF was calculated using an average daily attendance (ADA) of 6,175, a gap implementation percentage of 100% and a cost of living adjustment of 3.70%. Districts are required to complete a Local Control Accountability Plan (LCAP). The LCAP outlines spending of LCFF revenues and is approved by the Board of Trustees each year in June.

The methodology used for enrollment projections is based on the population and births in conjunction with historical enrollment and an analysis of District trends. The District

also uses Decision Insite to assist in enrollment projections. As of the First Interim Report, the projected ADA has decreased by 33 from budgeted ADA to reflect the enrollment decline in the new school year. The projected total LCFF revenue for 2018-19 is \$52.8 million.

Federal Revenue

The adopted budget includes estimates based on entitlements for 2018-19 funding for all federal programs. Contracted programs are budgeted as received during the year.

All federal program revenues have been adjusted for unearned revenue from fiscal 2017-18. Federal revenue is projected to be \$2.06 million.

Other State Revenue

Significant changes since budget adoption includes recognition of one-time Mandate Cost Reimbursements of \$1.14 million (\$184 per ADA), \$318,140 for Low-Performing Students Block Grant and \$40,014 for Classified Employee Professional Development Grant. The remaining balance is mainly comprised of Lottery and Mandate Block Grant funding. Unrestricted Lottery revenue is projected at \$151 per annual ADA. The restricted portion of Lottery funding is estimated at \$53 per annual ADA. The Mandate Block Grant is expected to be funded at a rate of \$31.16 per ADA.

All State program revenues have been adjusted for carry-over revenues. Other state revenue is projected to be \$5.7 million.

Other Local Revenue

Other local revenue is derived from various sources: lease income, special education transfer of apportionment, donations, contract fees and miscellaneous income. Lease income is used to partially fund the Routine Maintenance program.

Other local revenue is projected to be \$5.0 million.

Expenditure Assumptions

Salaries & Benefits

Salaries

Step, column and longevity increases for certificated, classified, confidential and management employees are reflected in the First Interim Report. Salaries and benefits for all staff make up approximately 85.3% of total revenue as of October 31, 2018. As of the date of this report, salary negotiations for 2018-19 have not been settled for any bargaining unit.

Benefits

Employee statutory benefit rates for 2018-19 are as follows:

- STRS 16.28%

- PERS 18.062%
- Social Security 6.20%
- PARS 1.30%
- Medicare 1.45%
- Unemployment Insurance 0.05%
- Workers' Compensation 2.19%.

Employee Benefits expense reflects the requirement to record STRS on-behalf pension contributions as an employee benefit expense. An equal offsetting entry in Other State Revenue makes the net impact \$0.

Health and Welfare costs are allocated at \$9,250 per full-time employee prorated by the percentage of hours worked and \$4,625 for employees working part-time. In 2018-19 these costs reflect half a year of negotiated increases approved in 2017-18 as health and welfare benefits are provided on a calendar year basis. The \$500 increase in the health and welfare cap approved in 2017-18 and the \$1,000 increase approved in 2015-16 continue to be funded out of the insurance fund balance. The remainder of any cost increases are borne by employees through payroll deductions.

Retiree Benefits

The District covers the cost of health and welfare for 42 retired employees until age 65. The cost does not exceed the cap at the time of the employee's retirement.

Other Expenditures

Object codes 4000 through 7000 reflect typical expenditures in supplies, services and equipment. As of October 31, 2018 variances from budgeted amounts appear reasonable given the budgeting of carryover amounts and new revenues received since development of the adopted budget. Object codes 4000-5999 typically increase during the year as donations and other revenues are expended to purchase supplies and services.

Ending Balance

The projected ending balance for June 30, 2019, is \$19.1 million. The projected ending fund balance is comprised of: Restricted Balance of \$1.6 million, Assigned Balance of \$5.5 million, Stores Balance of \$100,000, Revolving Cash of \$45,000, Unassigned Balance of \$9.9 million and a Reserve for Economic Uncertainties amount of \$1.9 million, which meets the state requirement for reserves equal to 3% of expenditures.

All other funds are projected to end the year with a positive fund and cash flow balance.

Recommendation:

It is recommended that the Board of Trustees approves the First Interim Report for fiscal year 2018-19.



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Review and Approval of 2017-18 Financial Audit**
DATE: December 7, 2018

Background:

The 2017-18 Financial Audit, completed by Vavrinek, Trine, Day & Co., LLP, is presented to the Board of Trustees for review and acceptance. The Audit Report includes financial statements, supplemental information, compliance statements, findings and recommendations. The Audit Committee met and discussed the audit on December 6, 2018 and will make comments to the Board of Trustees. There were no restatements on the financial reports and no findings reported.

The audit received an unmodified certification in all areas, the best possible certification. A copy of the Audit Report is available in the Business Services office for review.

Fiscal Impact:

None.

Recommendation:

It is recommended that the Board of Trustees receives and accepts the 2017-18 Financial Audit.



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Review and Approval of 2017-18 Building Fund Measure O Audit**
DATE: December 7, 2018

Background:

The 2017-18 Building Fund Measure O Audit, completed by Vavrinek, Trine, Day & Co., LLP, is presented to the Board of Trustees for review and acceptance. The Audit Report includes financial statements, an independent Auditor's report and a schedule of findings and questioned costs. The Audit Committee met and discussed the audit on December 6, 2018 and will make comments to the Board of Trustees. There were no restatements on the financial reports and no findings reported.

The audit specifies that, in all significant respects, the District properly accounted for the expenditures held in the Building Fund (Measure O) and that such expenditures were made for authorized Bond projects. A copy of the Audit Report is available in the Business Services office for review.

Fiscal Impact:

None.

Recommendation:

It is recommended that the Board of Trustees receives and accepts the 2017-18 Building Fund Measure O Audit.



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE THE SCOPE OF WORK WITH GOVERNMENT FINANCIAL STRATEGIES, INC. FOR SECOND ISSUANCE OF MEASURE O GENERAL OBLIGATION BONDS**
DATE: December 10, 2018

Background:

Government Financial Strategies (GFS) will provide financial services, associated with the second issuance of Measure O General Obligation Bonds. The financial advisory services GFS anticipates providing include updating of the bond financial plan based on updates in the property tax base, interest rates, and any changes in the District's facilities funding priorities, drafting the preliminary and final official statements, coordination of the credit rating call, managing the sale of bonds, including post sale activities.


Fiscal Impact:

Government Financial Services will be paid \$58,750 for the services related to the issuance of the bonds, and \$1,500 for expenses mainly associated with printing and distributing the preliminary and final official statements. The fees and expenses are payable from bond proceeds.

Recommendation:

It is recommended that the Board of Trustees approves the scope of work with Government Financial Strategies, Inc. for the second issuance of Measure O General Obligation Bonds.

MEMORANDUM

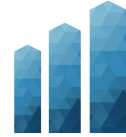
To: Christine Fullerton
From: Keith Weaver 
Date: November 26, 2018
Re: Scope of Work to Provide Financial Advisory Services in Connection with the Issuance of Series 2019 General Obligation Bonds (Measure O)

Chris, we appreciate the opportunity to assist the District in the issuance of its Series 2019 General Obligation Bonds (Measure O). This scope of work identifies the financial advisory services we will provide as the District's fiduciary along with our fees for such services.

Services Provided

We will provide the following services in connection with the District's issuance of its Series 2019 General Obligation Bonds (Measure O):

- Develop and manage the schedule of events
- Assist with identifying and selecting other members of the financing team, as appropriate (e.g., paying agent bank, credit rating agency, etc.)
- Manage the costs of issuance budget
- Review and comment on the authorizing resolution(s) and legal documents
- Draft the preliminary and final official statements
- Conduct due diligence to confirm information included in the preliminary and final official statements, including a review of the District's compliance with prior continuing disclosure obligations
- Advise the District on how to structure the financing to meet the District's objectives, including funds available for projects and tax rate projections
- Based on GFOA best practices and market research, advise the District regarding the optimal method of sale
 - If a competitive sale process is selected, conduct a competitive bidding process to select the underwriter of the bonds.
 - If a negotiated sale process is selected, assist with both selecting the underwriter of the bonds and negotiating the financing terms
- Coordinate the credit rating process, including preparing materials for and participating in rating calls and/or meetings
- Assist with qualifying the bonds for bond insurance (if appropriate)
- Prepare the closing wire instructions, including coordinating the flow of funds and deposit of bond proceeds



- Coordinate with the County to confirm they have the information needed to prepare tax levy calculations
- Provide a post-sale presentation and/or memorandum to the District summarizing the sale process, sale results and projected tax levies
- In connection with the above, provide Board presentation(s), attend meetings, and coordinate with District staff, other members of the financing team and outside entities as needed

Fees and Expenses

Consistent with our published fee schedule, our fixed fee for the above services is \$58,750, plus \$1,500 for expenses (mainly associated with printing and distributing the preliminary and final official statements). Our fees and expenses are payable from bond proceeds (and therefore built into the borrowing amount) when the financing closes.

In order to be able to provide independent advice to the District, if the financing process is not completed (e.g., the District decides to not move forward with the financing), then our fee would be based on the hours worked (at our rate of \$225) and expenses incurred to that point, but not to exceed the fixed fee amount.

Chris, our commitment to our clients is "100 percent satisfaction guaranteed, 100 percent of the time". It is our goal to provide the best financial advisory services in the most economical fashion. We look forward to continuing to provide the District with this same high level of service.

If the scope of work is acceptable, please sign and date below and return a copy to me. Thank you.

Accepted By:

Christine Fullerton
Assistant Superintendent, Business
Fountain Valley School District

Date: _____



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Parham Sadegh, IT Supervisor
SUBJECT: **APPROVE THE USE OF THE GLENDALE UNIFIED SCHOOL DISTRICT PIGGYBACK BID FOR THE PURCHASE OF APPLE COMPUTER PRODUCTS, SERVICES AND RELATED ITEMS**
DATE: December 10, 2018

Background:

The District has been using the Glendale Unified School District piggyback bid with Apple, Inc. to purchase Apple products and services for the last five years. The previous agreement between Glendale Unified School District and Apple Inc. expired in November of 2018. On November 5th, 2018, Glendale Unified School District awarded Bid Number P-13 for Apple Computer Products, Services and Related Items to Apple, Inc. The bid may be extended for an additional four years, through October of 2023. As a result of this new award, staff is seeking approval to use the piggyback clause in the new bid to continue to purchase Apple products and services from Apple, Inc.

Fiscal Impact:

The use of the piggyback clause in the Glendale Unified School District Bid allows the District to purchase Apple products, services and related items at a cost below standard retail price.

Recommendation:

It is recommended that the Board of Trustees approves the use of the Glendale Unified School District Piggyback Bid for the Purchase of Apple Computer Products, Services and Related Items.

Excerpt from the Minutes of the Glendale Board of Education meeting held on November 5, 2018. It was moved by Mrs. Freeman and seconded by Mr. Sahakian that Consent Calendar No. 10 be accepted. The motion was approved unanimously.

GLENDALE UNIFIED SCHOOL DISTRICT

November 5, 2018

CONSENT CALENDAR NO. 10

TO: Board of Education

FROM: Dr. Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Christine J. Ward, Director, Procurement & Contract Services

SUBJECT: **Correction to the Award of Bid Number P-13 18/19 for Apple Computer Products, Services, and Related Items**

The Superintendent recommends that the Board of Education approve the correction to the October 16, 2018 award of Bid Number P-13-18/19 for Apple Computer products, services, and related items to reflect the award is to Apple Inc., instead of Apple Computer Corporation.

Apple Inc., like Hewlett-Packard, Dell, and other technology companies serving the needs of public education, markets its products directly to educational institutions. School districts purchase products from the manufacturer (Apple), and Apple equipment can be serviced by either Apple or an Apple certified technician.

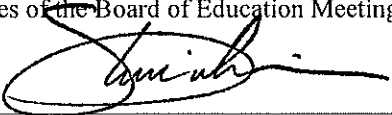
This bid may be used by school and community college districts throughout California by virtue of its "piggyback" clause (Public Contract Code 20118, 20652) and may be extended for an additional 4 (four) years (total 5 years from award date, through October 16, 2023) by mutual consent of the District and Apple Inc. (Education Code 39644).

The pricing structure for this bid is based on the current government and educational price list for Apple Inc. products which is published several times each year. A "Technology Clause" which allows product and component upgrades that meet the general technical requirements of school districts was included as a part of the bid document.

Equipment will be purchased from general and categorical program funds, as well as Measure S funds.

Bid details are available for review in the Purchasing Department.

I hereby certify that this is a true and exact copy of an excerpt from the Minutes of the Board of Education Meeting held on November 5, 2018.


Stephen Dickinson, Chief Business and Financial Officer



Education/State & Local Government Purchase Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("Apple") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below:

"Agreement" means, collectively, this Education/State & Local Government Purchase Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"Apple Product" or "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Configure-To-Order Product" or "CTO Product" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"Line of Credit" means a line of credit established for Customer by Apple in its sole discretion.

"Party" means either Apple or Customer and "Parties" means both of them.

"Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"Services" mean, collectively, the standard, price-listed services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering

Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store, (ii) ordering electronically through the online portal managed by Apple, (iii) submitting a purchase order to Apple, as permitted by Apple, or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account

Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to



processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders

Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery

3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

3.6 Payment

3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency involved without deduction, counterclaim or set off

(statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns

Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support

Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality



4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

5.2 Apple Limited Warranty

The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

5.3 Disclaimer

5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a third

party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

6.5 Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. § 160.103) or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Customer or any third party. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

7. Limitation of Liability

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars (\$300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL,



INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

8. Ownership

8.1 Use of Name

Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

8.2 Software

Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

8.3 Restrictions

Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

9. Export Compliance

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re-export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

10. Term and Termination

10.1 **Term** Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until October 15, 2019 ("Initial Term"). This Agreement may be renewed for four (4) successive one-year periods (each a "Renewal Term"), upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to the

Agreement. The Initial Term and all Renewal Terms are referred to as the "Term".

10.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

10.3 Termination for Cause

Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offence, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

10.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 10: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

10.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (Export Compliance); 10.4 (Effect of Notice of Termination); 10.5 (Survival); 11 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

11. General Terms

11.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located or if Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

11.2 Notice under the Agreement

Notices under the Agreement may be given as follows:

11.2.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 318-60PS
Cupertino, California 95014

11.2.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 11.2.1 (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

11.3 Assignment by Apple

Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Customer.



11.4 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

11.5 Entire Agreement

Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Customer that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

11.6 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

11.7 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

11.8 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

11.9 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military

authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

11.10 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

11.11 Signature Authorization and Electronic Signature

Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature, which shall be accepted in lieu of a handwritten signature with full force and effect.

11.12 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

11.13 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.



Customer

Apple Inc.

SIGNATURE:

PRINT NAME:

PRINT TITLE:

DATE:

Stephen Dickinson
Stephen Dickinson
CEO
10-18-18

SIGNATURE:

PRINT NAME:

PRINT TITLE:

DATE:

DEPARTMENT:

Eleanor Deaney
ELBANDR DEANEY
US. CONTRACT MANAGEMENT
OCT 18th, 2018
US. SALES OPERATIONS



Apple Professional Services Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

1. Definitions

In addition to those terms defined in the Agreement, the following terms have the meanings specified below:

"Agreement" means, collectively, this Apple Professional Services Agreement, any exhibits, addenda, amendments or additions, and any documents or materials incorporated by reference.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Party" means either Apple or Customer and "Parties" means both of them.

"Services" means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

"Statement of Work" or "SOW" means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

2. Services

2.1 Statement of Work

This Agreement shall serve as a master agreement for the acquisition of Services from Apple by Customer. The Parties acknowledge and agree that when Services are to be performed, the Parties shall prepare and execute a Statement of Work. All Services to be performed by Apple shall be documented in a SOW, which shall be uniquely numbered and signed by an authorized representative of both Parties. Each SOW shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each SOW shall be substantially in the format attached hereto as Exhibit A and, by referencing this Agreement, incorporates all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed SOW. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.

2.2 Delivery and Acceptance



Services shall be deemed accepted on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

2.3 Performance of Services

Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at any time and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer.

3. Compensation

3.1 Fees and Expenses

In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and/or expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and/or expenses beyond the limits specified without prior written approval from Customer.

3.2 Payment

Customer agrees to pay for services identified in the Statement of Work on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

3.3 Unused Services

Unless otherwise provided in writing by Apple, Customer agrees that any and all Services must be scheduled and completely performed within twelve (12) months from the Effective Date of the applicable SOW ("Professional Services Period"). If Customer fails to schedule the Services within the Professional Services Period, Apple reserves the right to deem the Services performed once the Professional Service Period expires and, to the extent permitted by law, Customer may not be entitled to any refund or credit for any Service not scheduled during the Professional Services Period.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Property Rights

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary



rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

6. Warranty

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED IN WRITING INTO THIS AGREEMENT.

7. Limitation of Liability and Remedies

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. SUCH RE-PERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES, AGENTS, AND SUB-CONTRACTORS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

8. Indemnity

Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.

9. Third Party Software Waiver and Authorization

9.1 Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) Customer is solely responsible for verifying the aforementioned image contains



appropriate content and does not harm the device being imaged or interfere with the device's normal operation; and (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

9.2 Exceeding Services Outlined Herein

During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

10. Cancellation

Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

11. Term and Termination

11.1 Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until the following April 30 ("Initial Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either party provides written notice of its election not to renew at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term".

11.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party. As it relates to Apple, such termination shall not occur until the successful completion of any outstanding SOW. The Customer may terminate a SOW in whole or in part by giving Apple thirty (30) days' prior written notice. In the event of such termination, Apple shall be entitled to recover for all Services performed prior to the effective date of termination, together with its reasonable extra costs incurred by reason of the termination.

11.3 Termination for Cause

Either Party may terminate this Agreement or a SOW immediately if the other Party: (i) fails to cure any material breach of this Agreement or the SOW within thirty (30) days of written notice from the non-breaching Party; (ii) breaches Confidentiality provisions of the Agreement; or (iii) becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law. Additionally, if Apple is not in default of any of its obligations under a SOW and the performance of Services is stopped through any wrongful act or neglect of Customer or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance, specifying the grounds thereof. If the Customer fails within thirty (30) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date.

11.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 11, all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination.

11.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 4 (Confidentiality); 6 (Warranty); 7 (Limitation of Liability and Remedies); 8 (Indemnity); 11.4 (Effect of Notice of Termination); 11.5 (Survival); 12 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

12. General

12.1 Governing Law



If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12.2 Dispute Resolution

In the event of any dispute or controversy between the Parties to the Agreement, the Parties shall try to resolve the dispute in a fair and reasonable way. The Parties must escalate a dispute by providing written notice to the other and shall first attempt to resolve such dispute or controversy through one senior management member of each Party. If the Parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining Party's written notice to the other Party of such dispute or controversy, then either Party must, by written notice to the other Party, request non-binding mediation to be conducted in either Santa Clara County or San Francisco, California. Each Party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. All such non-binding mediation proceedings and negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Except for any outstanding amount due to Apple by Customer under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing litigation set forth in Section 12.3.

12.3 Venue; Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory mediation, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights to confidentiality or intellectual property. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 11; (ii) A REQUEST FOR FORMAL MEDIATION UNDER SECTION 12.2; OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

12.4 Notice under the Agreement

Notices under the Agreement may be given as follows:

12.4.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 318-6OPS
Cupertino, California 95014

12.4.2 Either Party may give notice of its change of address for receipt of notices by giving notice in accordance with Section 12.4.1, or as authorized by Apple.

12.5 Independent Contractor

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 9 of this Agreement. Apple shall supervise the performance of its own personnel and resources and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

12.6 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks (a "Force Majeure"), provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance.

12.7 Assignment

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without Apple's prior written approval. Any attempt by Customer to assign without Apple's written approval shall be deemed void.



12.8 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

12.9 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

12.10 Entire Agreement

Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the Parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

12.11 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The Parties acknowledge and understand that all terms of the Agreement are enforceable as written and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

12.12 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

12.13 Customer's Responsibilities and Representations

Customer shall provide Apple with equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the Parties.

12.14 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

12.15 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

12.16 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.



(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates set forth below.

Customer

SIGNATURE: *Stephen Dickinson*

PRINT NAME: Stephen Dickinson

TITLE: CFO

DATE: 10-18-18

Apple Inc

SIGNATURE: *Eubank Deeney*

PRINT NAME: EUBANK DEENEY

TITLE: U.S CONTRACT MANAGEMENT

DEPT: EIS SALES OPERATIONS

EFFECTIVE DATE: OCT 18th, 2018



Exhibit A Customer Statement of Work (Sample)

Apple Inc. ("Apple") and _____ ("Customer") have entered into a Professional Services Agreement ("Agreement"). Apple and Customer agree that Apple will provide Services as described in this Statement of Work in accordance with the terms set forth in the Agreement. This Statement of Work is effective when signed by Customer and Apple.

I. Introduction:

Project name:

Project number:

Title/Name of SOW:

SOW ID Number:

SOW Effective Date/Start Date:

Business Owners:

- Apple Account Executive:
- Apple Systems Engineer:
- Apple Professional Services Manager:

Bill To Address:

Deliver To Address:

Project Manager(s):

- Apple Project Manager:
- Customer Project Manager:

Project Objective: Project Objective is a short statement condensing the scope of the project, its schedule and resource(s) to be used.

II. Project Description/Description of Services

A. Scope of Statement of Work:

General description of what the project will and will not include.

B. Term of Statement of Work:

Estimated Start Date: [Enter date] Estimated Completion Date: [Enter date]

III. Development and Implementation Approach

A. Basic Approach:

Methodology or strategy by which an engagement/project will be executed. If the SOW covers multiple releases of functionality, that will be outlined here.

B. Summary of Services Components and Deliverables:

Service Components	Deliverables
Example: 4 hours of instructional service	Example: A 4 hour workshop for School X Content Creators and IS Staff

C. Project Schedule/Major Milestones:

D. Project Organization:

High-level description of project organization.

E. Project Roles and Responsibilities:

F. Reporting:



Explanation of how the Project Status will be tracked and reported.

G. Project Risks and Assumptions:

Identification of known and/or potential barriers or boundaries as they relate to the work effort covered by this SOW.

H. Changes of Scope:

Any modifications or changes to the services outlined in the original signed SOW must be approved in writing by both Parties. Such writing may take the form of a Change Request Form presented to Customer by Apple.

IV. Project Resources and Prices:

A. Service Rates, Expenses and Totals:

Part Number	Description	Total
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
Total Fees and Expenses		\$ [Enter Amount]

B. Authorized Service Fees and Expenses (if any):

Enter \$ Amount authorized by Institution.

V. Statement of Work Approval Signatures:

Customer	Apple Inc.
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: _____	PRINT NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	EFFECTIVE DATE: _____



**Piggyback Consent Form ("Consent Form") to the
Education/State & Local Government Purchase Agreement
and
Professional Services Agreement
between
Glendale Unified School District and Apple Inc. ("Apple")**

	"Customer"	"Apple"
Name of Institution:	_____	Apple Inc.
Address:	_____	One Apple Park Way,
City, State, Zip:	_____	Cupertino, California 95014

Dear Customer,

Thank you for your recent purchase order. After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the Agreements identified below and attached to this Consent Form.

Name of Agreements	Education/State & Local Government Purchase Agreement and Professional Services Agreement
Agreement Number	Education/State & Local Government Purchase Agreement: 12987
Agreement Number	Professional Services Agreement: 335142
Bid Number	P-13 18/19
Purchaser	
Date of Agreements	

Apple may process your current and future purchase orders under the Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreements prior to executing this Consent Form.

By executing this Consent Form, Customer agrees to be bound by the terms and conditions of the Agreements. Customer further agrees that you are responsible and liable for any purchases you make under the Agreements and for any of your actions or inactions pursuant to the terms and conditions of the Agreements.

This Consent Form will terminate on the termination date of the Agreements. Apple may terminate this Consent Form without cause upon thirty (30) days' written notice to Customer. Apple also may terminate this Consent Form immediately upon written notice to Customer, if Customer breaches any terms and conditions of the Agreements or this Consent Form.

Please complete and execute this Consent Form and email the completed and executed Consent Form to Apple at contracts@apple.com within forty-eight (48) hours from receipt so that we may complete processing your purchase order. Please note that if we do not receive this Consent Form within 48 hours, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email austincontracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Title

Name

Date