

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, December 11, 2018
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:00 p.m. and Eleanor Murphy (Hermosa Drive School Student Council President) led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez

Administration present: Dr. Robert Pletka, Dr. Rob Coghlan, Dr. Emy Flores
Dr. Chad Hammitt not present

Oath of Office

Newly elected Trustee Aaruni Thakur was sworn in by his 5th grade teacher Greg Bock; returning Trustee Janny Meyer was sworn in by her son Brandon Meyer, and returning Trustee Beverly Berryman was sworn in by her husband Kelly Berryman.

Organization of the Board of Trustees

Moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 5-0 to elect Janny Meyer to be the 2019 President of the Board of Trustees.

Newly elected Board President Janny Meyer assumed responsibilities at this time.

Dr. Bob Pletka thanked President Berryman for her leadership as President of the Board of Trustees and presented her with a piece of framed student artwork and flowers on behalf of the Board and Fullerton School District. Dr. Pletka thanked President Berryman for the work she accomplished during her year as President. President Berryman thanked the Board of Trustees for allowing her to serve as President.

Moved by Aaruni Thakur, seconded by Hilda Sugarman and carried 5-0 to elect Jeanette Vazquez as 2019 Vice President of the Board of Trustees.

Moved by Jeanette Vazquez, seconded by Beverly Berryman and carried 5-0 to elect Hilda Sugarman as 2019 Clerk of the Board of Trustees.

Moved by Jeanette Vazquez, seconded by Hilda Sugarman and carried 5-0 to appoint Dr. Bob Pletka as 2019 Secretary to the Board of Trustees.

Meeting dates for 2019: January 22, February 12, March 12, April 9, May 7, June 4 and 18, July 30, August 13, September 10 and 24, October 15, November 12, and December 17.

Moved by Beverly Berryman seconded by Aaruni Thakur and carried 5-0 to approve Board meeting dates for 2019.

Moved by Beverly Berryman, seconded by Aaruni Thakur and carried 5-0 to appoint Hilda Sugarman as representative for OCSBA Political Action Committee for 2019.

Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to appoint Janny Meyer as alternative representative for OCSBA Political Action Committee for 2019.

Moved by Jeanette Vazquez, seconded by Hilda Sugarman and carried 5-0 to appoint Aaruni Thakur as representative for the County Committee on School District Organization for 2019.

Moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to appoint Jeanette Vazquez as the alternative representative for the County Committee on School District Organization for 2019.

Introductions/Recognitions

Danielle Ramirez, Principal at Hermosa Drive School, introduced a group of students who performed "All the Things You Can Think". Eleanor Murphy, Trent Palmer, Nicole Dubei, Rachel Buchi and Remy Garcia (Hermosa Drive students) presented an overview of Hermosa Drive School's many programs and activities.

Beechwood School was recognized for their emergency preparedness during a lockdown. Sergeant Carin Wright, Captain Chlebowski, and School Resource Office Kowalec applauded the Beechwood School staff for their professional and quick caring response during the lockdown.

Helene Morris, Director of Administrative Services, recognized the Catch Me at My Best Recipients: Kimberly O'Sullivan (Playground Supervisor, Sunset Lane School), Katie Frazer (Speech Pathologist, Sunset Lane School), Theresa Totten (Clerk, Acacia School), and Jennifer de Gala (Clerk, Golden Hill School), Monica Medina (Translator, Student Support Services), Francisca Ramirez (Playground Supervisor, Commonwealth School), and J.D. Mancha (Assistant Director, Transportation Services).

All the Arts for All the Kids presented a check to the District in the amount of \$100,000. Dr. Pletka, on behalf of the Board of Trustees and the District Office, publicly thanked Lauralyn Eschner for her numerous years of service to the students and the community of Fullerton. He stated Lauralyn Eschner has touched the lives of thousands of students by her inspiration to bring Arts to FSD. President Meyer stated her appreciation towards Ms. Eschner.

Amy Ramos, on behalf of Assemblywoman Sharon Quirk-Silva, presented a Certificate of Recognition to Beverly Berryman and outgoing Trustee Chris Thompson.

The Board recessed at 7:13 p.m. for a reception for newly elected Trustees and resumed Open Session at 7:35 p.m.

Superintendent's Report

Dr. Pletka thanked Carmen Serna, Executive Assistant to the Superintendent, for her ongoing support to the Board of Trustees and the Superintendent's Office. Dr. Pletka was happy to report that Fullerton School District has been awarded a 2018 Top Workplace honor by The Orange County Register. The list is based solely on employee feedback gathered through a third-party survey. Recognition as a 2018 Top Workplace is an exceptional honor since nominations for the award are submitted by staff. Dr. Pletka stated he is very blessed to work for the District and this award is very meaningful. He acknowledged FETA and CSEA for the ongoing PAL relationship.

Information from the Board of Trustees

Trustee Berryman – She congratulated the District for the Top Workplace Award and wished everyone a Happy Holiday Season.

Trustee Vazquez- She thanked Dr. Pletka and Executive Cabinet for supporting a family culture at FSD and for receiving the Top Workplace Award. She congratulated Trustees Berryman and Meyer for their re-appointment and newly elected Trustee Thakur. She expressed her appreciation towards Lauralyn Eschner and her years of service.

Trustee Sugarman- She welcomed Trustee Thakur to the Board and expressed her appreciation that the Board offers a diversity of backgrounds with their members. She thanked Lauralyn Eschner for the numerous programs she has fostered for students that include the recently added STAGE program. Trustee Sugarman attended the CSBA Annual Conference, along with the rest of her Board colleagues, and she briefly spoke about a session on restorative practices. She announced the Fullerton Education Foundation recently gifted \$80,000 for teacher grants. She wished everyone a Happy Holiday Season.

Trustee Thakur- He stated he has felt a very warm welcome by everyone and is looking forward to serving on the Board and appreciates all the information he is receiving.

President Meyer- She wished everyone a Happy Holiday Season.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – Mark Jacobs- He thanked Lauralyn Eschner for being an integral part of the lives of students. Mr. Jacobs congratulated the Board for their reorganization of the Board. Recently, he attended the California Teachers Association and Assemblywoman Sharon Quirk-Silva spoke at the dinner. In addition, Mr. Jacobs thanked the Board of Trustees, Executive Cabinet, Wes Kriesel, Trang Lai, Carmen Serna, and Nina Mota for their ongoing support of FETA.

CSEA– Joanne Declaro- She was happy to report CSEA donated 34 toys to Pathways of Hope and several gift cards. CSEA executive board for 2019-2020 was also finalized as follows: President Al Lacuesta, 1st Vice President Mulu Iakopo, 2nd Vice President Tonya Belleque, Secretary Marleen Acosta, Treasurer JoAnne Declaro, Site Rep Coordinator Angela Corral and Chapter Public Relations Officer Tizoc Castillo. She thanked CSEA outgoing 2nd VP Debbie Javelosa and outgoing Chapter Public Relations Officer Michelle Doan for their service to the chapter. On behalf of CSEA Chapter #130, she wished everyone happy holidays.

FESMA –Robin Gilligan – She reminded everyone the Every Student Succeeding event will be held on January 23, 2018 at First Evangelical Free Church and wished everyone Happy Holidays.

Public Comments

Shayna Charles, Community Member, congratulated the Board of Trustees and wished everyone a successful year. She suggested the Board meetings be broadcast on Facebook Live. She also suggested the District create a community advisory committee.

Approve Minutes

Moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 4-0 to approve the minutes of the Regular meeting on November 11, 2018 (Trustee Thakur abstained for him not starting his term of office until December 2018).

Organizational Meetings of the Capital Facilities Corporation and Financing Authority

President Meyer adjourned the Regular Meeting of the Board of Trustees at 8:00 p.m. and convened the meeting of the Fullerton School District Capital Facilities Corporation at 8:01 p.m.

Moved by Jeanette Vazquez, seconded by Aaruni Thakur and carried 5-0 to appoint Janny Meyer as President of the Corporation; Moved by Beverly Berryman, seconded by Aaruni Thankur to appoint Hilda Sugarman as the Secretary of the Corporation; Moved by Jeanette Vazquez, seconded by Hilda Sugarman to appoint Dr. Bob Pletka as Vice President of the Corporation; and moved by Jeanette Vazquez, seconded by Beverly Berryman to appoint Dr. Robert Coghlan as the Chief Financial Officer of the Corporation.

President Meyer adjourned the meeting of the Capital Facilities Corporation at 8:05 p.m. and convened at 8:06 p.m., the meeting of the Fullerton School District Financing Authority.

Moved by Jeanette Vazquez, seconded by Beverly Berryman and carried 5-0 to appoint Janny Meyer as President of the Authority; Moved by Aaruni Thakur, seconded by Beverly Berryman to appoint Hilda Sugarman as the Clerk of the Authority; Moved by Aaruni Thakur, seconded by Jeanette Vazquez to appoint Dr. Bob Pletka as the Executive Director of the Authority; and Moved by Jeanette Vazquez, seconded by Aaruni Thakur to appoint Dr. Robert Coghlan as the Finance Director of the Authority.

President Meyer adjourned the meeting of the Financing Authority at 8:07 p.m. and reconvened the Regular Meeting of the Board of Trustees at 8:08 p.m.

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

Consent Items

Moved by Beverly Berryman, seconded by Aaruni Thakur and carried 5-0 to approve the consent items. The Board commented on consent item #1a, #1b, and #1p.

1a. Approve/Ratify Certificated Personnel Report.

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

- 1c. Approve/Ratify purchase orders numbered M22D0183 through M22D0219, M22E0104 through M22E0142, M22M0173 through M22M0188, M22R0770 through M22R0893, M22T0021, M22V0122 through M22V0145, M22X0339 through M22X0350, and M22Y0068 through M22Y0069 for the 2018/2019 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 210296 through 210360 are the 2018/2019 school year.
- 1e. Approve/Ratify warrants numbered 118926 through 119459 for the 2018/2019 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 13189 through 13251 for the 2018/2019 school year.
- 1g. Approve School Counseling Fieldwork Agreement with Chapman University effective January 1, 2019 through February 1, 2024.
- 1h. Adopt Resolutions numbered 18/19-B011 through 18/19-B015 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1i. Approve/Ratify warrant number 1120 for the 2018/2019 school year (District 40, Van Daele).
- 1j. Approve/Ratify warrants numbered 1197 through 1199 for the 2018/2019 school year (District 48, Amerige Heights).
- 1k. Approve Disclosure Compliance Officer Report for 2017/2018 for Community Facilities District 2000-1 (District 40, Van Daele) and for Community Facilities District 2001-1 (District 48 Amerige Heights).
- 1l. Approve Piggyback Bid No. 18/19-1505 for Fontana Unified School District awarded to Spicer Paper, Inc., for the purchase of copy paper for warehouse stock.
- 1m. Approve renewal of Magnolia School District Piggybackable Bid No. MSIT3, #I-23-2014/15, awarded to CDW Government, LLC, for the purchase of technology equipment and peripherals through December 31, 2019.
- 1n. Approve Val Verde Unified School District Piggyback Bid No. 18/19-001 for just-in-time classroom and office supplies.
- 1o. Approve Independent Contractor Agreement between Fullerton School District and Paul Flowers, a State certified instructor, for training of Fullerton School District bus drivers to be compliant with State laws and regulation.
- 1p. Approve Notice of Completion for emergency repairs at Woodcrest Elementary School under Emergency Resolution #18/19-07.
- 1q. Approve the Qualified Architectural List (QAL) of firms for Districtwide Facilities, Maintenance and Operations projects to provide professional architectural services for the next four years with an extension of two additional years at the District's discretion.
- 1r. Approve Memorandum of Understanding (MOU) between Fullerton School District and Big Brothers Big Sisters for Raymond School effective January 9, 2019 through May 31, 2019.
- 1s. Approve Agreement between Fullerton School District and Key2Ed, Inc. for professional development training on December 18-19, 2018 and January 30-31, 2019.
- 1t. Approve out-of-state conference attendance for Trang Lai to attend the Association of Supervision and Curriculum Development (ASCD) Empower 19 conference in Chicago, Illinois, from March 15-18, 2019.
- 1u. Approve out-of-state conference attendance for one staff member to attend the Coaching of Writing Institute at Columbia University in New York from January 27-30, 2019.

1v. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation to provide ongoing training for parent technology classes at Orangethorpe School effective January 15, 2019 through March 19, 2019.

1w. Approve 2018/2019 Single Plan for Student Achievement (SPSA) and budgets for all school sites.

1x. Approve/Ratify Nonpublic Agency Master Contract with Sounds Smart Speech Therapy for contracted services from November 26, 2018 through June 30, 2019.

1y. Approve agreement with Anaheim Hilton for services related FSD Fest on April 5 & 6, 2019.

Discussion/Action Items:

2a. Approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

Dr. Robert Coghlan, Assistant Superintendent of Business Services, presented an overview of the District's Financial interim reporting period. It was then moved by Beverly Berryman and seconded by Jeanette Vazquez and carried 5-0 to approve the District's First Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations for the current and subsequent two fiscal years.

2b. Approve the Visual and Performing Arts Strategic Plan.

Kyle Myers and Lauralyn Eschner presented an overview of the Visual and Performing Arts Strategic Plan. They shared information regarding access to the Arts, Curriculum, Instruction, and Assessment, Professional Development, Personnel/Facilities Resources, and Parent Engagement and Community Partnerships. It was then moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to approve the Visual and Performing Arts Strategic Plan.

2c. Approve appointment of Assistant Superintendent of Innovation and Instructional Support effective February 1, 2019.

Dr. Pletka shared information and qualifications for Mr. Jeremy Davis. Mr. Davis earned his BA in Psychology from UC San Diego and his MBA in Organizational Leadership from Pepperdine and National University. He began his teaching career in 2001 as an elementary teacher with Bellflower Unified School District where he remained until 2005. He joined Magnolia School District as a Teacher on Special Assignment in Instructional Technology; a position he occupied from 2005 – 2008. He became the Instructional Technology Coordinator in Technology and Information Services for Anaheim Elementary School District in 2008 through 2013. He is also the Director at Large for the California Educational Technology Professional Association (CETPA). He comes to Fullerton School District from Capistrano Unified School District where he has worked as their Chief Technology Office since 2013. It was then moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 5-0 to Appoint Jeremy Davis as the new Assistant Superintendent of Innovation and Instructional Support effective February 1, 2019.

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

No requests.

Adjournment

President Meyer adjourned the Regular meeting on December 11, 2018 at 9:01 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, January 22, 2019
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

5:00 p.m.- Recess to Closed Session – Agenda:

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

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

Introductions/Recognitions

FSD Dream Catchers (Students)
Board Room Mural Ribbon Cutting
Catch Me at My Best Recipients

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting December 11, 2018

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time,

although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered M22B0003 through M22B0005, M22C0044 through M22C0056, M22D0220 through M22D0237, M22E0143 through M22E0196, M22M0189 through M22M0215, M22R0894 through M22R1052, M22S0007, M22T0022 through M22T0024, M22V0146 through M22V0178, M22X0351 through M22X0374, and M22Y0070 through M22Y0071 for the 2018/2019 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 210361 through 210444 are the 2018/2019 school year.

1e. Approve/Ratify warrants numbered 119460 through 120039 for the 2018/2019 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13252 through 13322 for the 2018/2019 school year.

1g. Adopt Resolutions numbered 18/19-B016 through 18/19-B018 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1h. Approve contract with Total Compensation Systems, Inc., to conduct a retiree benefits study in accordance with GASB 75.

1i. Approve Consulting Agreement between Fullerton School District and School Facilities Support as Facilities Consultant, effective January 22, 2019 through June 30, 2019.

1j. Approve piggyback Bid BP#1 with Wiseburn Unified School District for flooring, wall, and interior finishes with KYA Services, LLC, through June 30, 2019, with future renewal options through June 30, 2022.

1k. Approve renewal of Bid No. FSD-18-19-GF-01, unit price contract (UPC) general contractor, to New Dimension General Construction.

1l. Approve agreement with PQBids to interview, review financials, and approve/deny prequalification applications from general contractors as required by Public Contract Code 20111.6, effective January 23, 2019 through January 22, 2020.

1m. Approve Notice of Completion for Progressive Surface Solutions for the labor, installation, and replacement of plumbing fixtures at the Nutrition Services Center.

1n. Approve change orders #3, #4, and #5, for Golden Hill Elementary School, Project FSD-17-18-GF-10, to Astra Builders, Inc.

1o. Approve Notice of Completion for KYA Services, LLC, for the purchase of materials as part of the repairs and improvements to the office and staff lounge of Richman Elementary School.

1p. Approve Notice of Completion for KYA Services, LLC, for the purchase of carpet materials necessary for the repairs to three offices located at Nicolas Junior High School.

1q. Approve Notice of Completion for KYA Services, LLC, for the purchase of repair materials and carpet for Room No. 34, located at Nicolas Junior High School.

1r. Approve Notice of Completion for KYA Services, LLC, for the purchase of materials as part of the repairs and improvements to the Active Learning Center at Pacific Drive Elementary School.

1s. Approve Notice of Completion for KYA Services, LLC, for the purchase of materials for needed repairs of damaged carpet in Building J, Rooms 18 and 19 located at Ladera Vista Junior High School.

1t. Approve Notice of Completion for KYA Services, LLC, for the purchase of materials necessary for repairs of damaged carpet in classrooms 5 and 6 located at Pacific Drive Elementary School.

1u. Approve Notice of Completion for KYA Services, LLC, for the purchase of materials and labor as part of the repairs and renovation of the Active Learning Center located at Pacific Drive Elementary School.

1v. Approve appointment of Jeremy Davis to Assistant Superintendent of Innovation and Instructional Support effective February 1, 2019.

1w. Approve/Ratify Student Teaching Agreement between Fullerton School District and Whittier College effective January 7, 2019 through June 30, 2022.

1x Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2018 – December 31, 2018).

1y. Approve/Ratify Classified Personnel Report.

1z. Approve Notice of Completion for New Dimension General Construction to remove existing damaged tree well block walls and install new, ten-foot-long block walls at Nicolas Junior High School.

1aa. Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Sunset Lane School on February 26, 2019 and February 27, 2019.

1bb. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation to provide ongoing training for parent technology classes at Nicolas Junior High School effective February 4, 2019 through April 8, 2019.

1cc. Approve out-of-state conference for Child Development Services staff to attend Opal School Summer Symposium in Portland, Oregon, from June 19-21, 2019.

1dd. Approve/Ratify License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation for the AVID Program at Woodcrest School and Nicolas Junior High School from July 1, 2018 to June 30, 2019.

1ee. Approve Agreement between Fullerton School District and St. Jude Neighborhood Health Centers for preventative dental services effective January 23, 2019 through June 30, 2023.

1ff. Approve out-of-state conference attendance for Maple staff to attend the Teachers College Reading Institute at Columbia University, New York, from June 24-28, 2019.

1gg. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) to provide ongoing training for parent technology classes at Maple School effective March 7, 2019 through May 16, 2019.

1hh. Approve Classified tuition reimbursements.

1ii. Approve out-of-state conference attendance for Pablo Diaz and Wes Kriesel from Innovation & Instructional Support to attend the International Society for Technology in Education (ISTE) Conference in Philadelphia, Pennsylvania from June 23 – 26, 2019.

1jj. Approve Agreement between Fullerton School District and Fortnet Security, Inc. beginning July 1, 2019 through September 30, 2022 for the purchase of a network firewall.

1kk. Approve the use of California Multiple Award Schedule (CMAS) Contract number 3-18-70-3039B (FSI – Fortnet Security, Inc.) for the purchase of a network firewall.

Discussion/Action Items:

2a. Adopt Resolution #18/19-13 for the adoption of a prequalification questionnaire and uniform system of rating pursuant to Public Contract Code section 20111.6.

2b. Hear presentation and accept the 2017/2018 Audit Report.

2c. Approve third amendment of Board-approved Contract for District Superintendent for 2018/2019.

2d. Approve amendments to Assistant Superintendents' contracts for 2018/2019.

2e. California Dashboard Local Indicators Board Report

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

The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, February 12, 2019, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

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

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

통역 안내는 요청시 이용하실 수 있습니다. 한국어 또는 스페인어 통역사를 이용하실 것 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), stipend(s), extra period(s), resignation(s), reassignment(s), paid leave of absence(s), and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JANUARY 22, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
920	Frisz	Jane	Nicolas	Teacher	Extra Period	Approve stipend for certificate employee to be paid and extra period due to Alexandra Falub's resignation.	01/08/19-05/31/19
920	Karaya	Peter	Nicolas	Teacher	Extra Period	Approve stipend for certificate employee to be paid and extra period due to Alexandra Falub's resignation.	01/08/19-05/31/19
922	Karaya	Peter	Nicolas	Teacher	Extra Period	Approve stipend for certificate employee to be paid and extra period due to Alexandra Falub's resignation.	11/05/18-12/20/18
920	Vidales	Mucio	Nicolas	Teacher	Extra Period	Approve stipend for certificate employee to be paid and extra period due to Alexandra Falub's resignation.	01/08/19-05/31/19
921	Vidales	Mucio	Nicolas	Teacher	Extra Period	Approve stipend for certificate employee to be paid and extra period due to Alexandra Falub's resignation.	11/05/18-12/20/18
808	Lind	Monica	Student Support	Speech Therapist	Extra Time	Approve contracted hourly rate NTE eight (8) hours a month for CFY Supervision of New SLP April Harding. Budget #0114154101-1101	08/13/18-12/21/18
	Beach	Shelley	Certificated Personnel	Substitute Teacher	New Hire		12/14/18
	Castaneda	Alyssa	Certificated Personnel	Substitute Teacher	New Hire		12/3/18
	Garcia	Christina	Certificated Personnel	Substitute Teacher	New Hire		1/10/19
	Herrera	Adolfo	Certificated Personnel	Substitute Teacher	New Hire		12/10/18
	Kimbrel	Kristina	Certificated Personnel	Substitute Teacher	New Hire		12/7/18
733	Leelachat	Dan	Raymond	Focus Teacher	New Hire	Column I, Step 1	12/12/18
	Lopez	David	Certificated Personnel	Substitute Teacher	New Hire		12/12/18
	Penley	Allyson	Certificated Personnel	Substitute Teacher	New Hire		1/8/19
	Perez	Natalie	Certificated Personnel	Substitute Teacher	New Hire		12/6/18
	Rowatt	Marcel	Certificated Personnel	Substitute Teacher	New Hire		12/4/18
	Shin	Grace	Certificated Personnel	Substitute Teacher	New Hire		1/10/19
	Smothermon	Hailey	Certificated Personnel	Substitute Teacher	New Hire		1/8/19
	Tucker	Madeline	Certificated Personnel	Substitute Teacher	New Hire		1/8/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JANUARY 22, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
748	Vargas	Tania	Raymond	Focus Teacher	New Hire	Column I, Step 1	1/8/19
	1573		Orangethorpe	Teacher	Paid Leave of Absence		01/07/19-05/31/19
	5862		Commonwealth	Teacher	Reassign		1/7/19
	Egan	Rochelle	Orangethorpe	Teacher	Resign		12/21/18
	Falub	Alexandra	Nicolas	Teacher	Resign		12/20/18
887	Bustamante	Janette	Beechwood	Teacher	Stipend	Approve stipend of \$1,200 for certificated employee to participate as Soccer coach for girls. Budget #0130411409-1901	10/31/18-12/19/18
893	Candelaria	Melinda	Educational Services	Teacher	Stipend	Approved stipend of \$4,500 for certificated employee to participate as mentor teacher for Induction Program for the 2018/2019 school year.	08/13/18-05/31/19
894	Comini	Lauren	Educational Services	Teacher	Stipend	Approve stipend of \$1,500 for certificated employee to participate as mentor for Induction Program. \$750 will be paid at the end of	08/13/18-05/31/19
868	Friesen	Dale	Fisler	Teacher	Stipend	Approve stipend of \$600 for certificated employee to participate as After School Soccer coach for only boys. Budget #0130430409-1901	10/01/18-12/20/18
891	Garcia	David	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to participate as Soccer coach for boys and girls. Budget #0130417409-1901	11/05/18-12/19/18
872	Hecht	Geoff	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to participate as After School Soccer coach for only boys. Budget #0130423409-1901	11/06/18-12/19/18
891	Johnson	Tristan	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to participate as Soccer coach for boys and girls. Budget #0130417409-1901	11/05/18-12/19/18
887	Koerth	Kurt	Beechwood	Teacher	Stipend	Approve stipend of \$1,200 for certificated employee to participate as Soccer coach for boys. Budget #0130411409-1901	10/31/18-12/19/18
904	Myers	David	Nicolas	Teacher	Stipend	Approve stipend of \$600 for certificated employee to participate as Soccer coach. Budget #0130420409-1901	11/07/18-12/19/18
904	Paz	Ezequiel	Nicolas	Teacher	Stipend	Approve stipend of \$600 for certificated employee to participate as Soccer coach. Budget #0130420409-1901	11/07/18-12/19/18
872	Sorenson	Timothy	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to participate as After School Soccer coach for only boys. Budget #0130423409-1901	11/06/18-12/19/18

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON JANUARY 22, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
<p>This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on January 22, 2019.</p>							
<p style="text-align: center;">_____ Clerk/Secretary</p>							

CONSENT ITEM

DATE: January 22, 2019

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

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

SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

RC:gs
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: January 22, 2019

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$232.00
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	Experiential Learning	\$5,000.00
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	math, K-2 Tier 2	\$30,000.00
Educational Services	California School Board Foundation	Community Partner(s)	monetary donation	Response to Intervention Program	\$1,000.00
Educational Services	California State PTA		monetary donation	for various programs	\$800.00
Fern Drive	Fern Drive Foundation for Education & Techknowledgy	Community Partner(s)	monetary donation	science in sports	\$180.00
Fern Drive	Fern Drive Foundation for Education & Techknowledgy	Community Partner(s)	monetary donation	Accelerated Reader	\$4,000.00
Fern Drive	Fern Drive Techknowledgy Foundation	Community Partner(s)	monetary donation	iPads	\$1,000.00
Fern Drive	Fern Drive Techknowledgy Foundation	Community Partner(s)	monetary donation	mural	\$1,000.00
Fine Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,000.00
Golden Hill	Fullerton Education Foundation	Community Partner(s)	monetary donation	legacy grants	\$2,074.19
Golden Hill	Golden Hill PTA		monetary donation	playground equipment	\$274.19
Golden Hill	Lifetouch	Community Partner(s)	monetary donation	materials, student supplies	\$317.00
Hermosa Drive	Orange Wooden Halo, Inc.	Community Partner(s)	monetary donation	hockey	\$58.00
Maple	Smithfield Support Services Corp.	Community Partner(s)	monetary donation	for the school	\$18,000.00
Nicolas J.H.	Fullerton Education Foundation	Community Partner(s)	monetary donation	strength and conditioning equipment	\$940.00
Pacific Drive	Pacific Drive School PTA		monetary donation	field trips	\$8,000.00
Parks J.H.	Lifetouch	Community Partner(s)	monetary donation	for the school	\$396.00
Raymond	Raymond PTA		monetary donation	Outdoor Ed	\$8,090.67
Richman	Jeffrey and Barbara Stephens	Community Partner(s)	monetary donation	PBIS rewards	\$300.00
Rolling Hills	Sara Pugach	Parent(s)	monetary donation	field trips	\$50.00
Rolling Hills	Rolling Hills PTA		monetary donation	garden stand	\$330.00
Rolling Hills	Rolling Hills PTA		monetary donation	6th grade camp	\$2,136.48

CONSENT ITEM

DATE: January 22, 2019

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED M22B0003 THROUGH M22B0005, M22C0044 THROUGH M22C0056, M22D0220 THROUGH M22D0237, M22E0143 THROUGH M22E0196, M22M0189 THROUGH M22M0215, M22R0894 THROUGH M22R1052, M22S0007, M22T0022 THROUGH M22T0024, M22V0146 THROUGH M22V0178, M22X0351 THROUGH M22X0374, AND M22Y0070 THROUGH M22Y0071 FOR THE 2018/2019 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered M22B0003 through M22B0005, M22C0044 through M22C0056, M22D0220 through M22D0237, M22E0143 through M22E0196, M22M0189 through M22M0215, M22R0894 through M22R1052, M22S0007, M22T0022 through M22T0024, M22V0146 through M22V0178, M22X0351 through M22X0374, and M22Y0070 through M22Y0071 for the 2018/2019 fiscal year.

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22B0003	MCGRAW HILL EDUCATION INC	691.58	691.58	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
M22B0004	MCGRAW HILL EDUCATION INC	54,944.34	54,944.34	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
M22B0005	HOUGHTON MIFFLIN COMPANY	20,914.36	20,914.36	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
M22C0044	COMPUTER USING EDUCATORS INC	5,115.75	5,115.75	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
M22C0045	ORANGE CNTY DEPARTMENT OF EDUC	200.00	200.00	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
M22C0046	ORANGE CNTY DEPARTMENT OF EDUC	800.00	800.00	0121221101 5210	Title I Orangethorpe Instr / Conferences and Meetings
M22C0047	CAHPERD	225.00	112.50	0130215101 5210	LCFF Suppl Instr Golden Hill / Conferences and Meetings
			112.50	0130413109 5210	LCFF Base Instruction Fern Dr / Conferences and Meetings
M22C0048	CALIFORNIA SCHOOL NURSES ORGAN	1,250.00	1,250.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
M22C0049	CASBO	378.00	378.00	8152451741 5210	Property and Liability / Conferences and Meetings
M22C0050	ASSOC OF CA SCHOOL ADMINISTRAT	2,310.00	2,310.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
M22C0051	FIRST PRESBYTERIAN NURSERY SCH	225.00	225.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
M22C0052	SOCIAL THINKING	242.99	242.99	0125554101 5210	LEA Medi Cal Reimb Instr / Conferences and Meetings
M22C0053	ORANGE CNTY DEPARTMENT OF EDUC	125.00	125.00	0140155239 5210	Curriculum Development Discret / Conferences and
M22C0054	CALIFORNIA ASSOCIATION FOR BEH	1,145.00	572.50	0125554321 5210	LEA Medi Cal Reimb Psych / Conferences and Meetings
			572.50	0150554391 5210	APE Autism OT Vision Pupil Svc / Conferences and
M22C0055	CAHPERD	225.00	225.00	0130212101 5210	LCFF Supplemental Instr CW / Conferences and Meetings
M22C0056	CALIFORNIA ASSOCIATION FOR	5,105.00	5,105.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
M22D0220	CDW.G	2,593.11	2,593.11	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22D0221	SUPPLY MASTER	360.32	360.32	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22D0222	DEMCO INC	73.75	73.75	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22D0223	COLOR BLAZE SUPPLY LLC	1,615.71	1,615.71	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
M22D0224	ULINE INC	288.41	288.41	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
M22D0225	DICK BLICK ART MATERIALS	396.94	396.94	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0226	EAGLE COMMUNICATIONS	71.20	71.20	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
M22D0227	DECKER EQUIPMENT/SCHOOL FIX	101.21	101.21	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
M22D0228	SHIFFLER EQUIPMENT SALES	69.24	57.86	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
			11.38	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
M22D0229	SCHOOL HEALTH CORPORATION	92.48	92.48	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
M22D0230	GOPHER SPORT	93.50	93.50	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22D0231	SCHOOL SPECIALTY	1,975.72	1,975.72	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
M22D0232	MATHEMATICAL OLYMPIADS FOR ELE	1,075.06	1,075.06	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
M22D0234	U S SCHOOL SUPPLY	611.76	611.76	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
M22D0235	PERMA BOUND	845.54	845.54	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
M22D0236	PERMA BOUND	484.39	484.39	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
M22D0237	HERE COMES MONEY FUNDRAISING	307.09	307.09	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22E0143	CLEARY-HORN, KIMBERLY	180.00	180.00	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
M22E0144	DYER, JODY	180.00	180.00	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
M22E0145	CLEARY-HORN, KIMBERLY	76.92	76.92	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Inst
M22E0146	DREW, NICOLE	51.75	51.75	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22E0147	ZEH, KEN	228.95	228.95	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22E0148	SIMPSON, KIMBERLY	202.69	202.69	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22E0149	SIMPSON, KIMBERLY	107.45	107.45	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22E0150	DELVA, JAMES	172.45	172.45	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
M22E0151	SMITH, ORBA	49.00	49.00	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Inst
M22E0152	PLETKA, ROBERT	121.06	121.06	0152657719 4350	Superintendent Discret / Materials and Supplies Office
M22E0153	VETROVEC, STACY	102.42	102.42	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22E0154	GUTHRIE, TARA	418.25	418.25	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22E0155	DIAZ, LISA	444.27	444.27	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22E0156	VILLA, KAITLYN	37.59	37.59	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
M22E0158	OLIVARES, JESSICA	99.14	99.14	0130220261 4350	LCFF Suppl Parent Nicolas / Materials and Supplies Office
M22E0159	PADILLA, PAT	41.14	41.14	0152657719 4350	Superintendent Discret / Materials and Supplies Office
M22E0160	SAN, MAKOTHNIMITH	45.46	45.46	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22E0161	MYERS, KYLE	319.10	319.10	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22E0162	RYAN, THERESA	53.58	53.58	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
M22E0163	GRIGOROV, STEPHANY	93.50	93.50	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
M22E0164	COSGROVE, MARILEE	11.00	11.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22E0165	DOAN, MICHELLE	30.16	30.16	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Office
M22E0166	KRAUSE, VERONICA	19.37	19.37	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies Inst
M22E0167	TOVAR, KARINA	19.96	19.96	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies Inst
M22E0168	SEIBERT, SANDRA	4.99	4.99	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies Inst
M22E0169	SEIBERT, SANDRA	44.01	44.01	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22E0170	SEIBERT, SANDRA	33.90	33.90	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
M22E0171	SIMPSON, KIMBERLY	92.38	23.70 68.68	0121229101 4310 0130429109 4310	Title I Woodcrest Instruction / Materials and Supplies Instr LCFF Base Instr Woodcrest / Materials and Supplies Instr
M22E0172	MICHAELS, KEELY	33.12	33.12	0130429279 4350	LCFF Base Admin Woodcrest / Materials and Supplies
M22E0173	GILLIGAN, ROBIN	95.85	95.85	0142054201 4350	Special Ed Administration / Materials and Supplies Office
M22E0174	WEATROWSKI, REBECCA	185.50	185.50	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22E0175	GRIGOROV, STEPHANY	144.55	144.55	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22E0176	PEREZ, MELISSA	19.98	19.98	0132952101 4310	AftrSchIEdSfty Cohort 6 Instr / Materials and Supplies Instr
M22E0177	ORTEGA, ERIN	52.76	52.76	0132952101 4310	AftrSchIEdSfty Cohort 6 Instr / Materials and Supplies Instr
M22E0178	MCCOMB, YOLANDA	109.51	109.51	0111624101 4310	Donation Instruction Raymond / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22E0179	BAGGER, DANIELLE	91.80	91.80	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
M22E0180	CATTERN, KELLY	106.30	106.30	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Instr
M22E0181	ROUNDS, CYNTHIA	347.30	347.30	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22E0182	LARIOS, LUCERO	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
M22E0183	SAUCEDA, TANIA	119.40	119.40	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22E0184	FONSECA, ROSSANA	34.01	34.01	0121252101 4310	Title I District Instruction / Materials and Supplies Instr
M22E0185	CHURCHWELL, JENNIFER	287.43	287.43	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
M22E0186	NGUYEN, LAN	167.16	167.16	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22E0187	MARTINEZ, ANTHONY	41.06	41.06	0130417129 4310	LCFF Base Physical Educ LV / Materials and Supplies Instr
M22E0188	SAMUELSON, JON	72.04	72.04	0130417129 4310	LCFF Base Physical Educ LV / Materials and Supplies Instr
M22E0189	BOUGHTER, DOUG	62.03	62.03	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
M22E0190	MAKELY, LAURA	75.30	75.30	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22E0191	HSIEH, PAT	71.02	71.02	0130420409 4350	LCFF Base Sports Nicolas / Materials and Supplies Office
M22E0192	BRIGGS, EDWARD	37.42	37.42	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
M22E0193	MOEN, SHAWN	37.69	37.69	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
M22E0194	KIM, ANGELA	45.37	45.37	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
M22E0195	RABANERA, CASSANDRA	101.39	101.39	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22E0196	LEDDEN, BRENDAN	85.58	85.58	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22M0189	MONTGOMERY HARDWARE COMPANY	1,214.57	1,214.57	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0190	MONTGOMERY HARDWARE COMPANY	2,929.98	2,929.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22M0191	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0192	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0193	STATE ARCHITECT, DIVISION OF T	500.00	500.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0194	SHIPCO TRANSPORT INC	95.00	95.00	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22M0195	NEW DIMENSIONS GENERAL CONSTRU	15,168.60	15,168.60	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0196	NEW DIMENSIONS GENERAL CONSTRU	5,745.20	5,745.20	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0197	NEW DIMENSIONS GENERAL CONSTRU	15,616.64	15,616.64	4064650857 6200	Redevelop Pass Thru Admin Rest / Buildings and Improve
M22M0198	C BELOW INC.	2,725.00	2,725.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0199	KYA SERVICES LLC	3,801.03	3,801.03	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0200	KYA SERVICES LLC	4,742.77	4,742.77	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0201	SCHORR METALS INC.	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22M0202	NEW DIMENSIONS GENERAL CONSTRU	11,589.09	11,589.09	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0203	NEW DIMENSIONS GENERAL CONSTRU	3,362.98	3,362.98	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0204	NEW DIMENSIONS GENERAL CONSTRU	20,487.98	20,487.98	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0205	WESTERN DRAIN SUPPLY	768.48	768.48	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0206	ALTECK INC	93.94	93.94	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0207	A 1 FENCE COMPANY	328.42	328.42	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0208	AMBIENT ENVIRONMENTAL INC	7,300.00	7,300.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
M22M0209	MONTGOMERY HARDWARE COMPANY	10,888.04	10,888.04	0153353859 4360	Maintenance Facilities DC / Materials and Supplies Other
M22M0210	A 1 FENCE COMPANY	582.00	582.00	2567119859 5899	Facilities Improvement Maple / Other Expenses
M22M0211	STATE ARCHITECT, DIVISION OF T	919.71	919.71	2567117859 5899	Facilities Improvement Ladera / Other Expenses
M22M0212	NEW DIMENSIONS GENERAL CONSTRU	60,458.07	60,458.07	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0213	ACT SYSTEMS	525.00	525.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
M22M0214	AIR FILTRATION SOLUTIONS	8,444.06	8,444.06	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22M0215	DESIGN WORKS, THE	9,500.00	9,500.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22R0894	AMAZON.COM	833.17	833.17	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22R0895	AMAZON.COM	261.85	261.85	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0896	AMAZON.COM	46.07	46.07	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr

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M22R0897	AMAZON.COM	109.86	109.86	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0898	AMAZON.COM	143.29	143.29	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22R0899	AMAZON.COM	323.22	323.22	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0900	AMAZON.COM	203.53	203.53	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0901	AMAZON.COM	2,703.91	2,703.91	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22R0902	AMAZON.COM	210.06	210.06	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
M22R0903	AMAZON.COM	295.18	295.18	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R0904	AMAZON.COM	35.53	35.53	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0905	AMAZON.COM	38.17	38.17	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0906	AMAZON.COM	36.62	36.62	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R0907	AMAZON.COM	36.64	36.64	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R0908	AMAZON.COM	422.14	422.14	0140955247 4350	Info System iPersonalize Media / Materials and Supplies
M22R0909	AMAZON.COM	3,812.54	3,812.54	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Instr
M22R0911	PBIS REWARDS	1,125.00	1,125.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R0912	SOCIAL TEAV	250.00	250.00	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Instr
M22R0913	CREATION ENGINE INC	6,996.00	6,996.00	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
M22R0914	ILLUMINATE EDUCATION INC	75,894.00	75,894.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
M22R0915	LAKESHORE LEARNING	416.99	416.99	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
M22R0916	ACCURATE LABEL DESIGNS INC	161.65	161.65	0130420279 4350	LCFF Base Admin Nicolas / Materials and Supplies Office
M22R0917	FRECKLE EDUCATION INC	10,000.00	10,000.00	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
M22R0918	ROBOLINK INC	5,387.54	5,387.54	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0919	ORIGINAL WORKS-YOURS INC.	3,794.54	3,794.54	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
M22R0920	SCHOLASTIC MAGAZINES	616.14	616.14	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
M22R0921	WHITE RHINO PROMOTIONAL SOLUTI	263.94	263.94	0111611131 4310	Band Beechwood / Materials and Supplies Instr

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M22R0922	HOUGHTON MIFFLIN COMPANY	2,950.00	2,950.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
M22R0923	AMAZON.COM	50.47	50.47	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0924	AMAZON.COM	40.13	40.13	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22R0925	AMAZON.COM	49.35	49.35	0130423179 4310	LCFFBase Video Arts Prod Parks / Materials and Supplies
M22R0926	AMAZON.COM	150.70	150.70	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22R0927	MUCKENTHALER CULTURAL	1,320.00	1,320.00	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Inst
M22R0928	LEGOLAND CALIFORNIA LLC	4,350.00	4,350.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R0929	SIMPLE SOLUTIONS	2,428.59	2,428.59	0138455229 4310	Ed Svcs Instr Staff Dev / Materials and Supplies Instr
M22R0930	SCHOLASTIC INC	244.89	244.89	0181229101 4310	Instr Mat Lottery Woodcrest In / Materials and Supplies
M22R0931	CALIFORNIA WEEKLY EXPLORER INC	960.00	960.00	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
M22R0932	AMAZON.COM	273.27	273.27	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
M22R0933	WESTERN PSYCHOLOGICAL SERVICES	586.38	586.38	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
M22R0934	WHITE RHINO PROMOTIONAL SOLUTI	883.56	883.56	0152657719 6410	Superintendent Discret / New Equip Less Than \$10,000
M22R0935	AMAZON.COM	128.83	128.83	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
M22R0936	AMAZON.COM	67.75	16.94	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
			16.94	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
			16.94	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			16.93	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22R0937	AMAZON.COM	126.91	126.91	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0938	AMAZON.COM	763.27	763.27	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
M22R0939	AMAZON.COM	146.19	146.19	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
M22R0940	AMAZON.COM	80.88	80.88	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
M22R0941	APPLE COMPUTER INC	327.17	327.17	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R0942	AMAZON.COM	136.84	136.84	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
M22R0944	AMAZON.COM	57.59	57.59	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr

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M22R0945	FULLERTON PHOTOGRAPHICS INC	4,716.22	4,716.22	8152451741 4350	Property and Liability / Materials and Supplies Office
M22R0946	AMAZON.COM	416.35	416.35	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22R0947	AMAZON.COM	31.24	31.24	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22R0948	AMAZON.COM	43.08	43.08	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0949	DICK BLICK ART MATERIALS	1,363.93	1,363.93	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22R0950	AEROMARK	97.00	97.00	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
M22R0951	ACORN MEDIA	6,060.94	6,060.94	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R0952	HEALTH CONNECTED	964.01	964.01	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R0953	MIXER INK LLC	350.77	350.77	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22R0954	AMAZING SCHOOL ASSEMBLIES	350.00	350.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
M22R0955	LA HABRA HIGH SCHOOL	150.00	150.00	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
M22R0956	THERAPRO	33.31	33.31	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
M22R0957	CDW.G	2,319.12	2,319.12	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R0958	ANDERSON, VERONICA	4,800.00	2,400.00	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
			2,400.00	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
M22R0959	PEARSON ASSESSMENT INC	244.92	244.92	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
M22R0960	DISCOVERY SCIENCE CENTER	496.00	496.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
M22R0961	MISSION SAN JUAN CAPISTRANO	1,416.00	1,416.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
M22R0962	AMAZON.COM	45.94	45.94	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R0963	NEED4TEES	1,678.75	1,678.75	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22R0964	HELPING THE BEHAVIORALLY CHALL	350.00	350.00	1208555101 5805	Fee Based Childcare Admin / Consultants
M22R0965	RILEY'S FARM	1,516.05	1,516.05	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22R0966	CULVER NEWLIN INC	1,817.48	1,817.48	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
M22R0967	PBIS REWARDS	411.88	411.88	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr

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M22R0968	NGA INC	50.00	50.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
M22R0969	PEARSON ASSESSMENT INC	343.83	343.83	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R0970	DBQ PROJECT, THE	375.00	375.00	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Instr
M22R0971	ART SUPPLY WAREHOUSE	4,559.89	4,559.89	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
M22R0972	AMAZON.COM	146.90	146.90	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R0973	KBI AND ASSOCIATES	374.32	374.32	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22R0974	AMAZON.COM	32.31	32.31	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
M22R0975	LIFETOUCH PRESTIGE PORTRAITS	2,056.80	2,056.80	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22R0976	AMAZON.COM	477.61	477.61	0125554341 4350	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
M22R0977	ORANGE CNTY DEPARTMENT OF EDUC	765.00	765.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22R0978	ORANGE COUNTY CUSTOM VINYL GRA	1,685.21	1,685.21	0130423109 5800	LCFF Base Instruction Parks / Other Contracted Services
M22R0979	AMAZON.COM	296.20	296.20	0142054201 4350	Special Ed Administration / Materials and Supplies Office
M22R0980	AMAZON.COM	72.67	72.67	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
M22R0981	AMAZON.COM	73.23	73.23	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R0982	AMAZON.COM	117.90	117.90	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
M22R0983	AMAZON.COM	148.16	148.16	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R0984	PARENT EDUCATION BRIDGE FOR	3,990.00	3,990.00	0121224101 5805	Title I Raymond Instruction / Consultants
M22R0985	FULLERTON OBSERVER	76.00	76.00	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
M22R0986	AMAZON.COM	107.71	107.71	0138455229 4310	Ed Svcs Instr Staff Dev / Materials and Supplies Instr
M22R0987	DIGITAL PROMISE	2,500.00	2,500.00	0152657719 5310	Superintendent Discret / Dues and Memberships
M22R0988	APPLE COMPUTER INC	584.64	584.64	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Instr
M22R0989	ART SUPPLY WAREHOUSE	443.66	443.66	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22R0990	CULVER NEWLIN INC	1,289.12	1,289.12	0131655279 4350	Visual Performing Arts Adm Dis / Materials and Supplies
M22R0991	AMAZON.COM	180.83	180.83	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr

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M22R0992	APPLE COMPUTER INC	327.17	327.17	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22R0993	AMAZON.COM	103.72	103.72	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22R0994	AMAZON.COM	4,571.61	3,840.82	0111929101 4310	Phelps Grant Woodcrest / Materials and Supplies Instr
			730.79	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22R0995	OERTEL, JANE E	455.00	455.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22R0996	U S SCHOOL SUPPLY	134.20	134.20	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
M22R0997	AMAZON.COM	60.29	60.29	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R0998	TEACHER SYNERGY LLC	160.00	160.00	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
M22R0999	TEACHER SYNERGY LLC	246.40	246.40	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1000	OCEAN INSTITUTE	918.03	918.03	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22R1001	RESILIENT COMMUNICATIONS INC	7,592.08	7,592.08	4052950851 4350	Districtwide Admin Int Expense / Materials and Supplies
M22R1002	EXPANDING EXPRESSION	293.20	293.20	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1003	WINNOW AND GLEAN	950.00	950.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R1004	PBIS REWARDS	1,409.38	1,409.38	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
M22R1005	PEARSON ASSESSMENT INC	1,162.32	1,162.32	0151154321 4315	Psychological Services / Materials Test Kits Protocols
M22R1006	ORANGE CNTY DEPARTMENT OF EDUC	790.50	790.50	0111630101 5850	Donation Discretionary Fisler / Admission Fees
M22R1007	SELF INSURANCE PLANS	18,500.44	18,500.44	6852458741 5899	Workers Comp Admin / Other Expenses
M22R1008	READYREFRESH	1,412.89	1,412.89	8152451741 4310	Property and Liability / Materials and Supplies Instr
M22R1009	PRESSAVVY INC.	722.95	722.95	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
M22R1010	IMAGINAVI INC	2,797.19	2,797.19	0107557121 4350	Supt Office Donations / Materials and Supplies Office
M22R1011	IMAGINAVI INC	1,660.97	1,660.97	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R1012	CULVER NEWLIN INC	482.72	482.72	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
M22R1013	PERMA BOUND	3,876.47	3,876.47	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1014	AKJ WHOLESALE LLC	396.42	396.42	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr

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M22R1015	APPLE COMPUTER INC	321.10	321.10	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22R1016	APPLE COMPUTER INC	12,886.90	12,886.90	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22R1017	APPLE COMPUTER INC	25,742.80	25,342.80	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
			400.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
M22R1018	DESCON	1,748.59	1,748.59	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
M22R1019	BARNES AND NOBLE INC	79.04	79.04	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R1020	COCHLEAR AMERICAS	440.61	440.61	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R1021	EDUCATION PRODUCTS AND SERVICE	908.48	908.48	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R1022	AMAZON.COM	28.00	28.00	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R1023	AMAZON.COM	207.63	207.63	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R1024	AMAZON.COM	18.31	18.31	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R1025	AMAZON.COM	794.82	794.82	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
M22R1026	AMAZON.COM	46.81	46.81	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
M22R1027	AMAZON.COM	96.98	96.98	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22R1028	ROBOLINK INC	2,395.57	2,395.57	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
M22R1029	AMAZON.COM	585.70	585.70	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
M22R1030	COLLABORATOVE LEARNING SOLUTIO	2,400.00	2,400.00	0130226101 5800	LCFF Suppl Instr Rolling Hills / Other Contracted Services
M22R1032	SUPPLY MASTER	428.85	428.85	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
M22R1033	WALKER ENTERPRISES INC	100.00	100.00	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
M22R1034	DAILY JOURNAL CORPORATION	142.10	142.10	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1035	GENERAL BINDING CORP	205.92	205.92	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R1036	UGAM SOLUTIONS INC.	2,500.00	2,500.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1037	TEACHER SYNERGY LLC	299.00	299.00	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
M22R1038	FULLERTON, CITY OF	198.00	198.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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M22R1039	FIRST BAPTIST CHURCH	118.75	118.75	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
M22R1040	MOBILE ED PRODUCTIONS INC.	895.00	895.00	0111630101 4310	Donation Discretionary Fislser / Materials and Supplies Instr
M22R1041	THERAPY SHOPPE	597.80	597.80	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
M22R1042	FUN AND FUNCTION	732.33	732.33	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
M22R1043	MCMILLAN EDUCATIONAL CONSULTIN	4,800.00	4,800.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22R1044	KEY2ED INC	13,750.00	13,750.00	0142054261 5805	Spec Ed Parent Participation / Consultants
M22R1045	CDW.G	670.28	670.28	0111929101 4310	Phelps Grant Woodcrest / Materials and Supplies Instr
M22R1046	LEADERSHIP ASSOCIATES	6,500.00	6,500.00	0152657719 5310	Superintendent Discret / Dues and Memberships
M22R1047	MOMENTUM IN TEACHING LLC	1,700.00	1,700.00	0130227101 5210	LCFF Suppl Instr Sunset Lane / Conferences and Meetings
M22R1048	PARENT EDUCATION BRIDGE FOR	3,990.00	3,990.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22R1049	RUG-ED PRODUCTS INC	2,068.80	2,068.80	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22R1050	DEMCO INC	858.06	858.06	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1051	ACADEMIC THERAPY PUBLICATIONS	2,525.74	2,525.74	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R1052	APPLE COMPUTER INC	160.55	160.55	0160690371 4350	Food Services / Materials and Supplies Office
M22S0007	SPICERS PAPER	23,924.51	23,924.51	0100000000 9320	Unrestricted / Stores
M22T0022	CI SOLUTIONS	434.60	434.60	0156556369 5800	Home to Sch Transportation DC / Other Contracted
M22T0023	A-Z BUS SALES	1,284.13	1,284.13	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22T0024	SERVICE AUTO CARE	1,113.49	920.13 193.36	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
M22V0146	SOUTHWEST SCHOOL AND OFFICE SU	1,486.44	1,486.44	0152950729 6450	Districtwide Expenditures / Repl Equip Less Than \$10,000
M22V0147	WHITE CAP CONSTRUCTION SUPPLY	2,080.85	2,080.85	0153353819 6410	Plant Maintenance DC / New Equip Less Than \$10,000
M22V0148	GEARY PACIFIC SUPPLY	1,508.50	1,508.50	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0149	SCHOOL OUTFITTERS	762.95	762.95	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
M22V0150	AMAZON.COM	915.86	915.86	0131655109 6410	Visual Performing Arts Instruc / New Equip Less Than

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22V0151	CDW.G	5,538.24	5,538.24	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
M22V0152	AMAZON.COM	801.65	801.65	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
M22V0153	PACIFIC SALES KITCHEN AND BATH	1,346.84	1,346.84	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
M22V0154	ADAPTIVEMALL.COM	700.32	700.32	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
M22V0155	BCT ENTERTAINMENT	3,893.49	969.75	0140955107 6410	Info Systems iPersonalize Inst / New Equip Less Than
			2,923.74	0140955247 4350	Info System iPersonalize Media / Materials and Supplies
M22V0156	ANAJET INC	10,724.76	10,724.76	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000
M22V0157	GRAINGER INC, WW	751.23	751.23	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0158	PLUMBING AND INDUSTRIAL SUPPLY	1,873.77	1,873.77	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
M22V0159	SCHOOL SPECIALTY	4,844.34	4,844.34	0130229101 6410	LCFF Suppl Instr Woodcrest / New Equip Less Than
M22V0160	APPLE COMPUTER INC	2,533.24	2,533.24	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
M22V0161	SUNDRELLA FUNITURE LLC	1,911.89	1,911.89	0130426109 6410	LCFF Base Instr Rolling Hills / New Equip Less Than
M22V0162	MD MATERIALS CO	1,135.11	1,135.11	0130424109 6410	LCFF Base Instruction Raymond / New Equip Less Than
M22V0163	GEARY PACIFIC SUPPLY	4,654.67	4,654.67	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
M22V0164	TJT SALES	829.68	829.68	1208555101 6410	Fee Based Childcare Admin / New Equip Less Than
M22V0165	CULVER NEWLIN INC	33,995.13	33,995.13	4064650857 6410	Redevelop Pass Thru Admin Rest / New Equip Less Than
M22V0166	RESILIENT COMMUNICATIONS INC	6,668.97	4,606.63	4052950851 4350	Districtwide Admin Int Expense / Materials and Supplies
			2,062.34	4052950851 6450	Districtwide Admin Int Expense / Repl Equip Less Than
M22V0167	CULVER NEWLIN INC	1,033.88	1,033.88	0111610101 6410	Donation Instr Acacia / New Equip Less Than \$10,000
M22V0168	CULVER NEWLIN INC	964.36	964.36	0109411102 6410	Foundation Instr Beechwood / New Equip Less Than
M22V0169	APPLE COMPUTER INC	8,598.49	476.00	0111929101 4310	Phelps Grant Woodcrest / Materials and Supplies Instr
			8,122.49	0111929101 6410	Phelps Grant Woodcrest / New Equip Less Than \$10,000
M22V0170	APPLE COMPUTER INC	2,205.60	366.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			1,839.60	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
M22V0171	AMAZON.COM	1,353.26	1,353.26	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22V0172	PHONAK HEARING SYSTEMS	878.16	878.16	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
M22V0173	CARY COMPANY, THE	2,274.62	1,143.24	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,131.38	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
M22V0174	CDW.G	3,326.61	658.35	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
			2,668.26	0109411102 6410	Foundation Instr Beechwood / New Equip Less Than
M22V0175	TUFF SHED INC	2,609.71	2,609.71	0111611101 6410	Donation Instr Beechwood / New Equip Less Than \$10,000
M22V0176	CDW.G	1,663.30	322.17	0160690371 4350	Food Services / Materials and Supplies Office
			1,341.13	0160690371 6410	Food Services / New Equip Less Than \$10,000
M22V0177	EDUCATION PRODUCTS AND SERVICE	11,468.08	711.15	4064650857 4310	Redevelop Pass Thru Admin Rest / Materials and Supplies
			10,756.93	4064650857 6410	Redevelop Pass Thru Admin Rest / New Equip Less Than
M22V0178	APPLE COMPUTER INC	2,571.27	293.82	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
			2,277.45	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
M22X0351	MORALES, ELIZABETH	2,200.00	2,200.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
M22X0352	WESTED	4,375.00	4,375.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
M22X0353	LITERACY PARTNERS LLC	7,400.00	7,400.00	0121229101 5805	Title I Woodcrest Instruction / Consultants
M22X0354	STAFFREHAB	105,000.00	105,000.00	0125554321 5866	LEA Medi Cal Reimb Psych / Nonpublic Agency Services
M22X0355	NORTH ORANGE COUNTY COMMUNITY	41,800.00	41,800.00	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
M22X0356	WINNOW AND GLEAN	8,000.00	8,000.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
M22X0357	LEG GODT	30,000.00	30,000.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
M22X0358	SOUNDS SMART SPEECH THERAPY	20,000.00	20,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
M22X0359	SANTA ANA UNIFIED SCHOOL DISTR	10,000.00	10,000.00	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
M22X0360	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qlty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0361	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qlty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0362	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qlty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0363	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qlty Rating Impr Sys Instr / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0364	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0365	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0366	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0367	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0368	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0369	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0370	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0371	CM SCHOOL SUPPLY COMPANY	450.00	450.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
M22X0372	COSTCO WHOLESALE	700.00	700.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22X0373	THOMPSON, RYAN AND GRISELDA	1,000.00	1,000.00	0142054261 5220	Spec Ed Parent Participation / Mileage
M22X0374	WORDS ALIVE	10,000.00	10,000.00	0122452101 5805	Title III Limited Engl Central / Consultants
M22Y0070	FLOWERS, PAUL E	10,000.00	10,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
M22Y0071	FULLERTON JOINT UHSD	15,000.00	15,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
	Fund 01 Total:	938,857.77			
	Fund 12 Total:	9,698.94			
	Fund 25 Total:	1,501.71			
	Fund 40 Total:	75,340.90			
	Fund 68 Total:	18,500.44			
	Fund 81 Total:	6,507.11			
	Total Amount of Purchase Orders:	1,050,406.87			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0170	FLINN SCIENTIFIC	52.58	+10.36	0130423119 4310	LCFF Base Science Parks JrHigh / Materials and Supplies
M22M0017	A 1 FENCE COMPANY	1,014,918.88	+5,496.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
			+69,302.88	4064650857 6100	Redevelop Pass Thru Admin Rest / Sites and Site
			+14,712.00	4067150851 6100	Facilities / Sites and Site Improvements
M22M0049	KYA SERVICES LLC	112,664.63	+7,726.63	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of Build
M22M0149	KYA SERVICES LLC	4,965.81	+1,170.11	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of Build
M22M0158	MONTGOMERY HARDWARE COMPANY	3,970.35	+740.81	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
M22M0164	BOB PETERS FIRE PROTECTION INC	950.00	+380.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
M22M0178	HAULAWAY STORAGE CONTAINERS IN	287.68	+9.92	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22R0792	CURRICULUM ASSOCIATES LLC	823.88	+69.57	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protocols
M22V0018	ELITE MODULAR LEASING AND SALE	209,198.00	+2,500.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of Build
M22V0080	RESILIENT COMMUNICATIONS INC	108,396.94	-9,482.00	4052950851 6450	Districtwide Admin Int Expense / Repl Equip Less Than
M22X0049	SMART AND FINAL STORES CORPORA	500.00	+200.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22X0051	COSTCO WHOLESALE	400.00	+250.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22X0081	SMART AND FINAL STORES CORPORA	1,500.00	+500.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
M22X0235	VERIZON WIRELESS	3,300.00	+2,800.00	0153150759 5900	Warehouse DC / Communications
M22X0328	AUTISM COMPREHENSIVE EDUCATION	25,000.00	+15,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
M22Y0003	ACE INDUSTRIAL SUPPLY INC.	5,500.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22Y0066	UNITY SCHOOL BUS PARTS INC	3,000.00	+1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22Z0010	EWING IRRIGATION PRODUCTS	17,000.00	+7,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
M22Z0035	ORVAC ELECTRONICS	4,000.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0053	VISTA PAINT	20,000.00	+4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:		50,853.40		
	Fund 40 Total:		74,532.88		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Amount of Change Orders:			125,386.28		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

01/22/2019

FROM 11/22/2018 TO 01/03/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0024	WONDER WORKSHOP		387.86	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
		387.86			
M22E0157	ALVA, ELIZABETH		40.00	0151055339 4310	Child Welfare and AttendanceDC / Materials and Supplies
		40.00			
M22R0733	SMITH, ORBA		49.00	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Inst
		49.00			
M22R0741	COLLEGE BOARD		70.65	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
		70.65			
M22R0745	SPIRIT MONKEY LLC		3,038.55	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
		3,038.55			
M22R0910	CC-PURCHASING		499.87	0140955107 4310	Info Systems iPersonalize Inst / Materials and Supplies Inst
		499.87			
M22R0943	CC-PURCHASING		43.09	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies
		43.09			
	Fund 01 Total:		4,129.02		
	Total Amount of Purchase Orders:		4,129.02		

Addendum to:

Purchase Orders Report
Board of Trustees Meeting 01/22/2019

Purchase orders numbered **M22D0233** and **M22R1031** do not appear on the cancelled PO report although they were cancelled during the reporting period.

Debbie Hjorth, Buyer
Purchasing Services

CONSENT ITEM

DATE: January 22, 2019

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 210361 THROUGH 210444 FOR THE 2018/2019 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated November 22, 2018 through January 3, 2019 contains purchase orders numbered 210361 through 210444 for the 2018/2019 school year.

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

Funding: Total cost not to exceed \$1,142,884.83 is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 210361 through 210444 are the 2018/2019 school year.

RC:MB:tg
Attachment

Schedule of Open / Processed Food and Commodity
Purchase Order Report
11-22-18 through 01-03-19

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
11/28/2018	Driftwood Dairy	210372	Dairy	70,000.00
11/28/2018	Driftwood Dairy	210373	Dairy	5,000.00
11/28/2018	Driftwood Dairy	210374	Dairy	10,000.00
11/29/2018	Nancy Wikes	210378	Contractor	100,000.00
12/21/2018	Driftwood Dairy	210442	Dairy	70,000.00
12/21/2018	Driftwood Dairy	210443	Dairy	5,000.00
12/21/2018	Driftwood Dairy	210444	Dairy	10,000.00
Total OPEN Purchase Orders				\$ 270,000.00
Total Purchase Orders Out of Date Sequence				-
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Detail Report				872,884.83
TOTAL PURCHASE ORDERS				\$ 1,142,884.83

Purchase Orders - Detail

1/7/2019 10:37:57 AM

Fullerton School District

Show all data where the Order Date is between 11/22/2018 and 1/3/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	210372	11/28/2018	12/31/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12040	\$0.2441	\$2,441.00		
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2273	\$6,819.00		
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2041	\$14,287.00		
100	CS	997031	Soy Milk, Pacific 24/8oz #45873	\$16.6100	\$1,661.00		
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5707	\$8,560.50		
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$30.0000	\$1,500.00		
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$12.3009	\$615.04		
180	EA	16040	Choc Milk, NonFat 1/2 PT Eco	\$0.2141	\$38.54		
105	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1200	\$12.60		
1	CS	45765	RiceMilk Van CS 12/QT	\$24.5904	\$24.59		
20	EA	12051	NonFat Lactaid 1/2 pt pp	\$0.6084	\$12.17		
90	EA	13040	Lowfat Milk, 1% Eco 1/2pt	\$0.2373	\$21.36		
						Sales Tax:	\$0.00
						P.O. Total:	\$35,992.80
Driftwood Dairy, Inc.	210373	11/28/2018	12/31/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$9.3789	\$187.58		
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$22.7547	\$227.55		
30	DZ	10073	Eggs, Large DZ #59110	\$2.4518	\$73.55		
5	EA	10074	Cream Cheese, 3lb #60520	\$8.4400	\$42.20		
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$30.0000	\$150.00		
10	EA	10081	Sour Cream Pint #50450	\$1.4977	\$14.98		
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1700	\$3.40		
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.2500	\$86.25		
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.2772	\$85.54		
5	ea	10092	Half & Half Quart FSL #21251	\$2.0842	\$10.42		
1	EA	10082	Cheese, Bleu 5lb #68110	\$16.7625	\$16.76		
3	ea	11350	Milk, 2% Reduced Fat, Gal	\$4.3046	\$12.91		
1	ea	21180	Half & Half Pint PP DW	\$1.3094	\$1.31		
1	cs	55220	Butter Cont Chip (Foil)	\$59.6314	\$59.63		
2	ea	71702	Whip Cream, RW Real 15oz	\$3.3100	\$6.62		
						Sales Tax:	\$0.00
						P.O. Total:	\$978.71
Driftwood Dairy, Inc.	210374	11/28/2018	12/31/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1000	EA	997100	Non Fat Milk, Mini 1/2PT #12040 (CACFP)	\$0.2441	\$244.10		
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2273	\$1,136.50		
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2041	\$3,061.50		
23	CS	52101	Yogurt, Straw/Banana 48/4oz Dannon	\$12.3009	\$282.92		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,725.02
Driftwood Dairy, Inc.	210442	12/21/2018	1/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12040	\$0.2441	\$2,441.00		
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2273	\$6,819.00		
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2041	\$14,287.00		
100	CS	997031	Soy Milk, Pacific 24/8oz #45873	\$16.6100	\$1,661.00		
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5707	\$8,560.50		
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$30.0000	\$1,500.00		
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$12.3009	\$615.04		
						Sales Tax:	\$0.00
						P.O. Total:	\$35,883.54

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	210443	12/21/2018	1/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$9.3789	\$187.58	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$22.7547	\$227.55	
30	DZ	10073	Eggs, Large DZ #59110	\$2.4518	\$73.55	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.4400	\$42.20	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$30.0000	\$150.00	
10	EA	10081	Sour Cream Pint #50450	\$1.4977	\$14.98	
20	EA	10086	Juice, Apple 6oz 10oz #26035	\$0.1700	\$3.40	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.2500	\$86.25	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.2772	\$85.54	
5	ea	10092	Half & Half Quart FST. #21251	\$2.0842	\$10.42	
					Sales Tax:	\$0.00
					P.O. Total:	\$881.47
Driftwood Dairy, Inc.	210444	12/21/2018	1/31/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1000	EA	997100	Non Fat Milk, Mini 1/2PT #12040 (CACFP)	\$0.2441	\$244.10	
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2280	\$1,140.00	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2041	\$3,061.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,445.60
					Vendor Total:	\$82,907.14
So. CA School Nutrition Assoc.	210441	12/21/2018	12/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Pre-Registration: Non - Member	\$75.0000	\$75.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$75.00
					Vendor Total:	\$75.00
Hubert Company	210381	12/3/2018	12/12/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	ea	1	Coffe Pot Stainless #42437 60 cup cap	\$140.3000	\$561.20	
2	ea	1	Mini Truck #44225	\$207.0000	\$414.00	
1	ea	1	1/8" Dia Needle Probe #33460	\$96.3900	\$96.39	
1	ea	1	Shipping Charge	\$127.1500	\$127.15	
					Sales Tax:	\$83.05
					P.O. Total:	\$1,281.79
Hubert Company	210382	12/3/2018	12/12/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	ea	1	New Age Alum 20 Pan End Ld Bun Rack #57122	\$479.0000	\$1,437.00	
1	ea	1	Shipping Charge	\$161.2200	\$161.22	
					Sales Tax:	\$111.37
					P.O. Total:	\$1,709.59
					Vendor Total:	\$2,991.38

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery	210365	11/27/2018	11/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs	\$8.2600	\$99.12	
4	case	10005	Scone, Assrtd #BRB001-24 24/case	\$20.3600	\$81.44	
1	case	10020	Cinnamon Roll, Fresh BRB010-12TS 12 ct.	\$9.1000	\$9.10	
6	case	10002	Danish, Twist Asstd #DAB001-12TS (Medium) 12/case	\$8.5300	\$51.18	
4	case	10021	Danish, Assorted DAB104-30TS 30 ct.	\$24.9500	\$99.80	
1	case	10054	Eclairs, Chocolate, Mini MP007 24	\$28.0000	\$28.00	
1	case	10053	Cream Puff, Mini Frnch, Crm Brulee MP014 20	\$23.3400	\$23.34	
15	case	10004	Muffin, Assrtd #MUBASST-M-TC-16TS 16/2.5oz/case	\$10.7900	\$161.85	
					Sales Tax:	\$0.00
					P.O. Total:	\$553.83
						<input type="checkbox"/>
Le Chef Bakery	210426	12/18/2018	1/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs	\$8.2600	\$49.56	
1	case	10005	Scone, Assrtd #BRB001-24 24/case	\$20.3600	\$20.36	
2	case	10002	Danish, Twist Asstd #DAB001-12TS (Medium) 12/case	\$8.5300	\$17.06	
2	case	10054	Eclairs, Chocolate, Mini MP007 24	\$28.0000	\$56.00	
2	case	10053	Cream Puff, Mini Frnch, Crm Brulee MP014 20	\$23.3400	\$46.68	
8	case	10004	Muffin, Assrtd #MUBASST-M-TC-16TS 16/2.5oz/case	\$10.7900	\$86.32	
					Sales Tax:	\$0.00
					P.O. Total:	\$275.98
						<input type="checkbox"/>
Le Chef Bakery	210440	12/20/2018	1/4/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	10023	Cookie, Chor Chip, CK20001 2 oz. 140 ct	\$42.1900	\$126.57	
2	case	10017	Cookie, Fudge Nt Bwnie, CK20009 140/2oz/case	\$43.6800	\$87.36	
2	case	10027	Cookie, Snicker Doodle, CK20022 2 oz. 140 ct	\$40.6700	\$81.34	
					Sales Tax:	\$0.00
					P.O. Total:	\$295.27
					Vendor Total:	\$1,125.08
						^
Fullerton School District	210388	12/4/2018	10/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ca	1	Actual 3B Payroll per October Bitech Report	291,991.1800	\$291,991.18	
1	ca	2	Actual Dist. Exp. per October Bitech Report	\$18,494.4600	\$18,494.46	
					Sales Tax:	\$0.00
					P.O. Total:	\$310,485.64
						<input type="checkbox"/>
Fullerton School District	210390	12/4/2018	11/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per November Bitech Report	200,000.0000	\$200,000.00	
1	ca	2	Estimated Dist. Exp. per November Bitech Rep	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
						<input type="checkbox"/>
Fullerton School District	210391	12/4/2018	1/31/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ca	1	Estimated Payroll per December Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per December Bitech Repo	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$750,485.64
Gold Star Foods Inc.	210361	11/26/2018	12/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
23	case	8006	Shell Taco,6" GS#203043 200ct	\$25.4700	\$585.81	
22	case	7030	Cracker, Chelte Bear Grhm GS#203017/402001 19#/cs	\$46.7400	\$1,028.28	
30	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25	\$43.0700	\$1,292.10	
53	case	55009	Chicken, Breaded Drmsrck GS# 405424 72-108/cs	\$62.9000	\$3,333.70	
60	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case	\$45.8400	\$2,750.40	
17	case	30326	Breadstick, Garlic GS#134819 320/case	\$35.4700	\$602.99	
Sales Tax:						\$0.00
P.O. Total:						\$9,593.28
Gold Star Foods Inc.	210362	11/26/2018	12/11/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
42	case	7551	Cookie, Chrstms Tree, IW GS#134659/71220 12.25#/cs	\$34.4300	\$1,446.06	
Sales Tax:						\$0.00
P.O. Total:						\$1,446.06
Gold Star Foods Inc.	210364	11/27/2018	11/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs	\$33.9300	\$678.60	
Sales Tax:						\$0.00
P.O. Total:						\$678.60
Gold Star Foods Inc.	210366	11/27/2018	11/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	380114	Dinner Meal, Power Up Box, GS#240273 30 ct.	\$62.5100	\$312.55	
Sales Tax:						\$0.00
P.O. Total:						\$312.55
Gold Star Foods Inc.	210368	11/28/2018	12/4/2018	12/14/2018		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	30348	Biscuit, Honey WW 105/cs GS#133905	\$15.0400	\$75.20	
Sales Tax:						\$0.00
P.O. Total:						\$75.20
Gold Star Foods Inc.	210376	11/29/2018	12/4/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
45	case	12003	Raisins, SunMaid GS#240050 144/cs	\$38.1500	\$1,716.75	
Sales Tax:						\$0.00
P.O. Total:						\$1,716.75
Gold Star Foods Inc.	210377	11/29/2018	12/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
63	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$47.4200	\$2,987.46	
112	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz	\$35.7900	\$4,008.48	
66	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$26.7200	\$1,763.52	
37	case	56115	Brownie,WG, GS#400042, 20thC:#772A20W 144/2oz	\$50.8400	\$1,881.08	
Sales Tax:						\$0.00
P.O. Total:						\$10,640.54
Gold Star Foods Inc.	210379	11/29/2018	12/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
23	case	8006	Shell Taco,6" GS#203043 200ct	\$25.4700	\$585.81	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210379	11/29/2018	12/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
11	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs		\$29.1700	\$320.87
					Sales Tax:	\$0.00
					P.O. Total:	\$906.68
Gold Star Foods Inc.	210380	11/29/2018	12/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	57201	Pork, TexasWstrn GS#405721 4/5#/case		\$36.3000	\$181.50
					Sales Tax:	\$0.00
					P.O. Total:	\$181.50
Gold Star Foods Inc.	210383	12/3/2018	1/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	30356	Waffle, Dutch GS#134761 J & J 48/cs		\$0.0000	\$0.00
30	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$25.7400	\$772.20
					Sales Tax:	\$0.00
					P.O. Total:	\$772.20
Gold Star Foods Inc.	210384	12/3/2018	12/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$32.8700	\$1,774.98
					Sales Tax:	\$0.00
					P.O. Total:	\$1,774.98
Gold Star Foods Inc.	210385	12/4/2018	12/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
12	each	4008	Ginger, Ground 1lb GS#202044		\$5.4500	\$65.40
2	case	4428	Sprinkles 4/6 lb GS#208330		\$56.3200	\$112.64
4	bag	30306	Baking Powder, 60oz. GS#210101		\$8.2100	\$32.84
2	sack	4421	Flour, White Whole Wheat, 50lb GS#209388		\$16.6700	\$33.34
2	sack	4425	Flour, Wheat, All Purpose 25 lb. GS#100894		\$10.2500	\$20.50
2	case	4501	Oil, Vegetable 6/1gal. GS#239382		\$50.3000	\$100.60
2	case	59521	Quesadilla, TwiceGrilld,GS#402045/36200 100/4.11oz		\$59.4400	\$118.88
					Sales Tax:	\$0.00
					P.O. Total:	\$484.20
Gold Star Foods Inc.	210386	12/4/2018	12/7/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	cs	1	Pupusa #303556 8/5ct Bn & Chs Del Real		\$37.4800	\$149.92
					Sales Tax:	\$0.00
					P.O. Total:	\$149.92
Gold Star Foods Inc.	210387	12/4/2018	12/18/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	cs	1	Dry Milk NF 6/5lb #203340 Redi-Lac		\$170.5800	\$170.58
					Sales Tax:	\$0.00
					P.O. Total:	\$170.58
Gold Star Foods Inc.	210389	12/4/2018	1/8/2019			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
4	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$46.2100	\$184.84
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$9.0700	\$253.96
6	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs		\$36.6700	\$220.02
					Sales Tax:	\$0.00
					P.O. Total:	\$658.82

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210393	12/5/2018	1/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
35	case	7230	Cinnamon Roll, WG, IW GS#131773 72/cs	\$36.2900	\$1,270.15		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,270.15
Gold Star Foods Inc.	210394	12/5/2018	1/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
23	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs	\$69.7600	\$1,604.48		
14	case	8021	Chips, Tortilla GS#208220 80/cs	\$18.9200	\$264.88		
8	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs	\$76.4300	\$611.44		
6	case	12002	Seeds,HoneyRoasted w/ Cranberries GS#138763 200/cs	\$90.9500	\$545.70		
7	case	12101	Salsa, Cup 3oz GS#405859 168/cs	\$70.2300	\$491.61		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,518.11
Gold Star Foods Inc.	210395	12/5/2018	1/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	12201	Sunbutter Cup, GS#208125 200/cs	\$66.1300	\$396.78		
						Sales Tax:	\$0.00
						P.O. Total:	\$396.78
Gold Star Foods Inc.	210396	12/5/2018	1/18/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case	\$64.6100	\$258.44		
5	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs	\$146.7600	\$733.80		
						Sales Tax:	\$0.00
						P.O. Total:	\$992.24
Gold Star Foods Inc.	210397	12/5/2018	1/22/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs	\$46.2100	\$184.84		
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$9.0700	\$253.96		
6	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs	\$36.6700	\$220.02		
						Sales Tax:	\$0.00
						P.O. Total:	\$658.82
Gold Star Foods Inc.	210398	12/5/2018	1/25/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
23	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs	\$69.7600	\$1,604.48		
14	case	8021	Chips, Tortilla GS#208220 80/cs	\$18.9200	\$264.88		
8	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs	\$76.4300	\$611.44		
6	case	12002	Seeds,HoneyRoasted w/ Cranberries GS#138763 200/cs	\$90.9500	\$545.70		
7	case	12101	Salsa, Cup 3oz GS#405859 168/cs	\$70.2300	\$491.61		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,518.11
Gold Star Foods Inc.	210399	12/5/2018	1/8/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	cs	1	Bk Bar Twinn #134817 80/cs	\$27.6100	\$110.44		
						Sales Tax:	\$0.00
						P.O. Total:	\$110.44
Gold Star Foods Inc.	210400	12/6/2018	12/18/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
96	case	11053	Raisins, SunMaid GS#240050 144/cs	\$38.1500	\$3,662.40		

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Gold Star Foods Inc.	210400	12/6/2018	12/18/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$3,662.40
Gold Star Foods Inc.	210403	12/6/2018	1/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
16	case	59501	Cheese cheddar sbrod RF RS GS#401146 4/5#			\$12.9600	\$207.36
						Sales Tax:	\$0.00
						P.O. Total:	\$207.36
Gold Star Foods Inc.	210404	12/6/2018	12/11/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
16	cs	4341	Dressing, Ranch Light GS#300050 4/1gal			\$31.3700	\$501.92
						Sales Tax:	\$0.00
						P.O. Total:	\$501.92
Gold Star Foods Inc.	210405	12/6/2018	12/11/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	cs	1	Tajin, LS Seasoning Pkt #209157 1000/cs			\$48.9000	\$48.90
						Sales Tax:	\$0.00
						P.O. Total:	\$48.90
Gold Star Foods Inc.	210407	12/11/2018	12/18/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
15	case	7015	Craker, Graham GS#208146.MGM 150/cs			\$20.8300	\$312.45
						Sales Tax:	\$0.00
						P.O. Total:	\$312.45
Gold Star Foods Inc.	210409	12/13/2018	1/4/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
50	bag	5104	Rice, Brown, Parboiled, C&F #101934 Producers 25#			\$9.6100	\$480.50
60	case	59801	Sandwich,Sunbter&GripJelly,GS#401972 96csSW#11128W			\$67.0300	\$4,021.80
21	case	30015	CornDog,Chkn WGJumbo IW(D.Lee)GS#134372 72/cs			\$31.9600	\$671.16
12	case	4410	Vinegar White #202382 Golden State 4/1gal.			\$12.8900	\$154.68
						Sales Tax:	\$0.00
						P.O. Total:	\$5,328.14
Gold Star Foods Inc.	210413	12/14/2018	12/18/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670			\$5.4900	\$356.85
						Sales Tax:	\$0.00
						P.O. Total:	\$356.85
Gold Star Foods Inc.	210415	12/14/2018	12/18/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	case	30313	Bagel, Plain IW GS#134083 72/cs			\$22.7100	\$227.10
						Sales Tax:	\$0.00
						P.O. Total:	\$227.10
Gold Star Foods Inc.	210416	12/14/2018	1/4/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
50	bag	5104	Rice, Brown, Parboiled, C&F #101934 Producers 25#			\$9.6100	\$480.50
60	case	59801	Sandwich,Sunbter&GripJelly,GS#401972 96csSW#11128W			\$67.0300	\$4,021.80
12	case	4410	Vinegar White #202382 Golden State 4/1gal.			\$12.8900	\$154.68
10	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4			\$53.2800	\$532.80
10	case	30358	Burrito, Chorizo Fritata, IW GS #404024 75/cs			\$0.0000	\$0.00

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 11/22/2018 and 1/3/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210416	12/14/2018	1/4/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
30	case	30355	Concha, Variety Pack, IW GS#133841 84/cs			\$37.6900	\$1,130.70
5	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs			\$62.9000	\$314.50
						Sales Tax:	\$0.00
						P.O. Total:	\$6,634.98
Gold Star Foods Inc.	210417	12/14/2018	1/8/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
40	case	55060	Chicken Patty, 1Hot&Spicy WG GS#404681 148/case			\$44.4800	\$1,779.20
5	case	3011	Cereal, Rice Chex GS#203127 96/case			\$32.8700	\$164.35
24	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz			\$47.4200	\$1,138.08
						Sales Tax:	\$0.00
						P.O. Total:	\$3,081.63
Gold Star Foods Inc.	210418	12/14/2018	1/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
24	case	59047	Pizza,Brkfst,Sausage GS#403624 160 ct/3 oz.			\$60.0600	\$1,441.44
						Sales Tax:	\$0.00
						P.O. Total:	\$1,441.44
Gold Star Foods Inc.	210419	12/14/2018	1/18/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
32	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.			\$40.4400	\$1,294.08
						Sales Tax:	\$0.00
						P.O. Total:	\$1,294.08
Gold Star Foods Inc.	210420	12/14/2018	1/25/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
32	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs			\$38.0200	\$1,216.64
21	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs			\$55.1100	\$1,157.31
21	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs			\$70.7000	\$1,484.70
						Sales Tax:	\$0.00
						P.O. Total:	\$3,858.65
Gold Star Foods Inc.	210422	12/14/2018	1/4/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
15	cs	1	Pull Aparts #406332 Ardellas 108/cs			\$47.8900	\$718.35
5	cs	1	Cream Cheese #300211 Hahns 100/cs			\$14.8100	\$74.05
						Sales Tax:	\$0.00
						P.O. Total:	\$792.40
Gold Star Foods Inc.	210424	12/17/2018	1/4/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs			\$29.1700	\$583.40
						Sales Tax:	\$0.00
						P.O. Total:	\$583.40
Gold Star Foods Inc.	210427	12/18/2018	1/8/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
60	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs			\$36.8400	\$2,210.40
16	case	4243	Sauce, Marinara, 250/1oz cup GS#401764			\$26.1500	\$418.40
23	case	56705	Chicken,MndrnOrnge,GS#403631 6/5# case Lings			\$115.3800	\$2,653.74
22	case	7029	Cracker, Villa Bear Grhm GS#203019/404001 19#/case			\$46.7400	\$1,028.28
						Sales Tax:	\$0.00
						P.O. Total:	\$6,310.82

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 11/22/2018 and 1/3/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210428	12/18/2018	1/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
62	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz	\$47.4200	\$2,940.04		
54	case	8269	Chips, Tortilla GS#208220 80/case	\$18.9200	\$1,021.68		
33	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25	\$43.0700	\$1,421.31		
			Sales Tax:		\$0.00		
			P.O. Total:		\$5,383.03		
Gold Star Foods Inc.	210429	12/18/2018	1/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
44	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$42.4400	\$1,867.36		
17	case	40126	Potato,GS#401230 Fry, McCain#MCL03762 6/5#	\$17.7800	\$302.26		
3	case	7030	Cracker, Chelte Bear Grhm GS#203017/402001 19#/cs	\$46.7400	\$140.22		
67	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs	\$33.9300	\$2,273.31		
			Sales Tax:		\$0.00		
			P.O. Total:		\$4,583.15		
Gold Star Foods Inc.	210430	12/18/2018	1/18/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
60	case	33011	Hot Dog, Turkey, 8/1 GS#134796 2/5 lb 80/cs	\$13.1200	\$787.20		
73	case	30338	Pancakes,Buttermilk GS#100082 144/1.4oz.	\$32.4200	\$2,366.66		
34	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$44.1100	\$1,499.74		
62	cs	4351	Syrup, Maple 1W GS#201878 100/1.5oz/cs	\$11.0700	\$686.34		
54	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$26.7200	\$1,442.88		
62	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case	\$45.8400	\$2,842.08		
17	case	30326	Breadstick, Garlic GS#134819 320/case	\$35.4700	\$602.99		
			Sales Tax:		\$0.00		
			P.O. Total:		\$10,227.89		
Gold Star Foods Inc.	210431	12/18/2018	1/25/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
49	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$38.7000	\$1,896.30		
40	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$39.6500	\$1,586.00		
73	case	30353	Waffle, Maple Mini, Eggo 1W GS#134285 72/cs	\$38.0200	\$2,775.46		
62	cs	4351	Syrup, Maple 1W GS#201878 100/1.5oz/cs	\$11.0700	\$686.34		
			Sales Tax:		\$0.00		
			P.O. Total:		\$6,944.10		
Gold Star Foods Inc.	210433	12/19/2018	1/4/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	cs	1	Cracker, Goldfish Pretzel #200270 300/cs	\$46.2100	\$46.21		
1	cs	1	Cracker, Choc Bear #205017 300/cs	\$46.7400	\$46.74		
			Sales Tax:		\$0.00		
			P.O. Total:		\$92.95		
Gold Star Foods Inc.	210435	12/19/2018	1/11/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
60	case	4328	Sauce, BBQ,GS#405469, R/G#REDOA1Z 250/cs	\$0.0000	\$0.00		
10	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$13.4000	\$134.00		
			Sales Tax:		\$0.00		
			P.O. Total:		\$134.00		
Gold Star Foods Inc.	210437	12/19/2018	1/4/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Cocoa Powder #240254 23oz	\$10.5600	\$10.56		
1	ea	1	Baking Soda #200490 12/1lb	\$23.9100	\$23.91		

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Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers	
Gold Star Foods Inc.	210437	12/19/2018	1/4/2019			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
					Sales Tax:	\$0.00	
					P.O. Total:	\$34.47	
Gold Star Foods Inc.	210438	12/20/2018	1/8/2019			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	case	59501	Cheese cheddar shred RF RS GS#401146 4/5#			\$12.9600	\$129.60
120	case	3101	Milk Choco,IF,GS#203029/#950010 27/8oz. cs			\$10.4700	\$1,256.40
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,386.00	
Gold Star Foods Inc.	210439	12/20/2018	1/4/2019			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	cs	1	Sausage Patties #401406 Adv. Pierre 250/cs			\$21.1700	\$21.17
					Sales Tax:	\$0.00	
					P.O. Total:	\$21.17	
Vendor Total:						\$103,475.79	
P & R Paper Supply Company, Inc.	210370	11/28/2018	12/5/2018			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
13	case	80009	Glove,Disp, Latex (SM)#NET-754430 10/100/case			\$32.0500	\$416.65
13	case	80004	Gloves, Disp, Latex (L) #NET-754434 10/100/case			\$32.0500	\$416.65
					Sales Tax:	\$64.58	
					P.O. Total:	\$897.88	
P & R Paper Supply Company, Inc.	210392	12/5/2018	12/12/2018			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
4	case	80014	Tablecloth,White 54x108 Hoffmaster 210130 25/case			\$47.1200	\$188.48
					Sales Tax:	\$0.00	
					P.O. Total:	\$188.48	
P & R Paper Supply Company, Inc.	210411	12/14/2018	12/19/2018			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
21	case	86101	Tray, 8.5x5.5 Red Plaid Carry JRV-CT963 500/cs			\$17.0500	\$358.05
					Sales Tax:	\$0.00	
					P.O. Total:	\$358.05	
P & R Paper Supply Company, Inc.	210412	12/14/2018	12/19/2018			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5	case	84315	Cup, 12 oz Tall Clear FINE LINE 412-C1. 20/25/cs			\$64.8000	\$324.00
					Sales Tax:	\$0.00	
					P.O. Total:	\$324.00	
P & R Paper Supply Company, Inc.	210436	12/19/2018	2/9/2019	1/9/2019		<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
4	case	88003	Napkin Ckt Red PAT-1121180-0500 1000/cs			\$22.7300	\$90.92
					Sales Tax:	\$0.00	
					P.O. Total:	\$90.92	
Vendor Total:						\$1,859.33	

Purchase Orders - Detail

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Show all data where the Order Date is between 11/22/2018 and 1/3/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
ProGuard Service and Solutions	210371	11/28/2018	12/18/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
24	case	70018	Soap Pot & Pan 4/1gal. #8000341		\$89.6100	\$2,150.64	
1	case	70037	Cleaner/Degreaser, Proclean 2/2.5 gal per case		\$52.5500	\$52.55	
						Sales Tax:	\$170.74
						P.O. Total:	\$2,373.93
ProGuard Service and Solutions	210434	12/19/2018	12/19/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Vac Breaker 3/8 Crmpld		\$47.5300	\$47.53	
1	ea	1	Standpipe Outs C54A/C44A L-R		\$258.7800	\$258.78	
1	ea	1	Freight Charge		\$5.2700	\$5.27	
						Sales Tax:	\$23.74
						P.O. Total:	\$335.32
						Vendor Total:	\$2,709.25
Petty Cash	210432	12/18/2018	12/18/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Change Fund for Laguna Road School		\$10.0000	\$10.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$10.00
						Vendor Total:	\$10.00
Crown Lift Trucks	210414	12/14/2018	12/14/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Estimated repair axle roll pin for load wheel		\$300.0000	\$300.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$300.00
Crown Lift Trucks	210423	12/17/2018	12/17/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Estimate to replace load wheel		\$300.0000	\$300.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$300.00
						Vendor Total:	\$600.00
Affiliated Packaging Spec.	210367	11/28/2018	11/28/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Labor Service - Flat Rate		\$360.0000	\$360.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$360.00
Affiliated Packaging Spec.	210408	12/13/2018	12/13/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
40	ea	1	Thermal Carriers 15"x11"x4"		\$114.7000	\$4,588.00	
						Sales Tax:	\$355.57
						P.O. Total:	\$4,943.57

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Accent Industries, Inc.	210410	12/13/2018	12/13/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ca	1	Estimated to repair motor for the awning		\$300.0000	\$300.00	
Sales Tax:						\$0.00	
P.O. Total:						\$300.00	
Vendor Total:						\$300.00	
Flavorseal	210369	11/28/2018	12/18/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
4	case	87521	Food Bag, B-BB1-1030C 10x30 400/cs		\$172.6300	\$690.52	
Sales Tax:						\$0.00	
P.O. Total:						\$690.52	
Vendor Total:						\$690.52	
Quick Dispense, Inc.	210375	11/29/2018	12/4/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	10104	Coffee, Organic French Rst Grn Mtn#4692 50/2.5oz/case		\$79.9500	\$399.75	
Sales Tax:						\$0.00	
P.O. Total:						\$399.75	
Vendor Total:						\$399.75	
Maria Teresa Gonzalez	210421	12/14/2018	12/14/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ca	1	Rite Aid, Invoice dated 12/14/18		\$4.0800	\$4.08	
Sales Tax:						\$0.00	
P.O. Total:						\$4.08	
Vendor Total:						\$4.08	
Michael Burns	210401	12/6/2018	12/6/2018		5210		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Long Beach Conv. Ctr., Receipt#08256		\$15.0000	\$15.00	
1	ca	1	Long Beach Conv. Ctr., Receipt#07893		\$15.0000	\$15.00	
Sales Tax:						\$0.00	
P.O. Total:						\$30.00	
Vendor Total:						\$30.00	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Nancy Wikes	210378	11/29/2018	10/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
145	hr	1	Inv# 1013 dtd 11/30/18			\$44.0000	\$6,380.00
1	ea	2	Inv# 1013 dtd 11/30/18 - Mileage			\$61.8000	\$61.80
						Sales Tax:	\$0.00
						P.O. Total:	\$6,441.80
						Vendor Total:	\$6,441.80
Descon	210406	12/7/2018	12/7/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
50	ea	1	EZ-Display, 10"x12-1/2"			\$17.0000	\$850.00
1	ea	1	Shipping and Handling			\$85.0000	\$85.00
						Sales Tax:	\$65.88
						P.O. Total:	\$1,000.88
						Vendor Total:	\$1,000.88
Fastsigns 67401	210425	12/18/2018	12/18/2018			5860	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	set	1	Acrylic Panels,41.5"x7.75" w/ Silver Standoff			\$111.6800	\$111.68
1	set	1	Acrylic Panels,41"x8" w/ 4 Silver Standoffs			\$113.8900	\$113.89
2	set	1	Acrylic Panels,39.5"x8" w/ 4 Silver Standoffs			\$109.7200	\$219.44
1	set	1	Acrylic Panels,27.5"x8" w/ 4 Silver Standoffs			\$95.0000	\$95.00
2	set	1	Acrylic Panels,41.5"x11.5" w/ 4 SilverStandof			\$165.7100	\$331.42
1	set	1	Acrylic Panels,41"x11.5" w/ 4 Silver Standoff			\$163.7200	\$163.72
2	set	1	Acrylic Panels,39.5"x11.5" w/ 4 SilverStandof			\$157.7200	\$315.44
						Sales Tax:	\$104.69
						P.O. Total:	\$1,455.28
						Vendor Total:	\$1,455.28
Tech 24	210363	11/27/2018	11/27/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1.75	ea	1	Regular Labor			\$119.0000	\$208.25
1	ea	1	Truck Fee			\$28.8000	\$28.80
1	ea	1	Travel/Trip Charge			\$90.0000	\$90.00
						Sales Tax:	\$2.23
						P.O. Total:	\$329.28
						Vendor Total:	\$329.28
Needlework Guild of America	210402	12/6/2018	12/6/2018				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Refund for overpayment-Catering Inv#FS1051			\$40.0000	\$40.00
						Sales Tax:	\$0.00
						P.O. Total:	\$40.00

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Show all data where the Order Date is between 11/22/2018 and 1/3/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
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Vendor Total:

\$40.00

GRAND TOTAL \$ 872,884.83
(NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: January 22, 2019

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 119460 THROUGH 120039 FOR THE 2018/2019 SCHOOL YEAR

Background: Board approval is requested for warrants 119460 through 120039 for the 2018/2019 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$3,410,563.71
12	Child Development	15,982.90
25	Capital Facilities	74,449.97
40	Special Reserve	83,706.34
68	Workers' Compensation	205,507.43
81	Property/Liability Insurance	<u>35,852.70</u>
	Total	\$3,826,063.05

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

Funding: Funding sources as reflected in the above listing total \$3,826,063.05.

Recommendation: Approve/Ratify warrants numbered 119460 through 120039 for the 2018/2019 school year.

RC:MG:gs

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13252 THROUGH 13322 FOR THE 2018/2019 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13252 through 13322 for the 2018/2019 school year.

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

Funding: Total cost not to exceed \$520,167.53 is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13252 through 13322 for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

DATE: January 22, 2019

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 18/19-B016 THROUGH 18/19-B018 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 18/19-B016 through 18/19-B018 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

RC:DI:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$1,223,368 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	-\$2,507,205
8012	Education Protection Account	422,908
8021	Homeowners’ Exemption	-3,753
8022	Timber Yield Tax	2
8041	Secured Rolls Tax	1,987,797
8042	Unsecured Roll Taxes	20,697
8043	Prior Years’ Taxes	-904
8044	Supplemental Taxes	116,682
8045	Education Revenue Augmentation Fund (ERAF)	-618,754
8047	Community Redevelopment Funds	1,013,517
8550	Mandated Cost Reimbursements	-2,064,830
8560	State Lottery Revenue	107,731
8699	All Other Local Revenue	1,507
8980	Contributions from Unrestricted Revenues	301,237
	Total:	-\$1,223,368

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$600,129
2000	Classified Salaries	-182,295
3000	Employee Benefits	-632,223
4000	Books and Supplies	-2,038,684
5000	Services & Other Operating Expenses	-1,546,509
6000	Capital Outlay	-30,000
7000	Other Outgo	-55,561
9789	Designated for Economic Uncertainties	3,862,033
	Total:	-\$1,223,368

Explanation: This Resolution reflects the budget adjustments in the First Interim Financial Report that was presented at the December 11, 2018 Board Meeting that included adjustments for State revenue for the Education Protection Account for the Local Control Funding Formula (LCFF), the Education Protection Account (EPA), one-time Mandated Cost reimbursements, property tax, non-Proposition 20 Lottery, Restricted Routine Maintenance, Dual Immersion, Special Education, and adjustments to projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$799,664 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	-\$1,165
8560	State Lottery Revenue	101,381
8590	All Other State Revenue	822,026
8699	All Other Local Revenue	265,379
8792	Transfers of Apportionments from County Offices	-86,720
8980	Contributions from Unrestricted Revenues	-301,237
	Total:	<u>\$799,664</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$98,744
2000	Classified Salaries	-140,561
3000	Employee Benefits	-87,664
4000	Books and Supplies	1,064,154
5000	Services & Other Operating Expenses	43,983
6000	Capital Outlay	-16,400
7000	Other Outgo	34,896
	Total:	<u>\$799,664</u>

Explanation: This Resolution includes the budget adjustments in the First Interim Financial Report that were presented at the December 11, 2018 Board Meeting. It also includes revenue and expenditures for the Low Performing Student Grant; and adjustments to Proposition 20 Lottery, Special Education and Title II Teacher Quality. It includes an increase to donations from All the Arts, McCoy Mills, Early Learning Including PreSchool (ELIP), various school sites, and adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$1,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$1,000
	Total:	\$1,000

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$6,900
2000	Classified Salaries	-35,350
3000	Employee Benefits	5,550
4000	Books and Supplies	19,757
5000	Services & Other Operating Expenses	4,100
7000	Other Outgo	43
	Total:	\$1,000

Explanation: This Resolution reflects an increase in revenue for Quality Rating and Improvement System (QRIS) and adjustments to projected expenditures in the Child Development Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: January 22, 2019

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **APPROVE CONTRACT WITH TOTAL COMPENSATION SYSTEMS, INC., TO CONDUCT A RETIREE BENEFITS STUDY IN ACCORDANCE WITH GASB 75**

Background: The District provides medical, dental, and vision benefits to certain retirees and their dependents who meet eligibility requirements as defined in the District's employee association contracts and Board policy. Governmental Accounting Standards Board (GASB) Statement No. 75 requires that the District calculate and record the estimated long-term liability related to these future benefits.

Rationale: GASB 75 requires that the District conduct an actuarial study each year to determine its liability for future retiree benefits. District knowledge of the current projected unfunded liability will provide information to plan for future funding needs and manage future obligations and plan benefits.

Funding: Cost not to exceed \$11,610 will be paid equally over three years from the General Fund.

Recommendation: Approve contract with Total Compensation Systems, Inc., to conduct a retiree benefits study in accordance with GASB 75.

RC:RG:gs
Attachment

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of February, 2019 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Fullerton Elementary School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until October 31, 2019, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

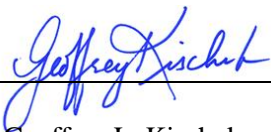
- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

- 11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
FULLERTON ELEMENTARY SCHOOL
DISTRICT

Signed: 
By: Geoffrey L. Kischuk

Signed: _____
By: Robert R. Coghlan, Ph.D.

Title: President

Title: Assistant Superintendent, Business Services

Date: 12/18/2018

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results will be separated between three employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$8,600. One-half, or \$4,300 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$4,300 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$4,300 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$3,870 by March 1, 2019, all amounts shown above shall be reduced by 10%.

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$1,800 for each "funding valuation" requested by Customer. Neither the meeting fee nor the fee for a "funding valuation" shall be subject to the above discount or to any other discounts.

CONSENT ITEM

DATE: January 22, 2019

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

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

SUBJECT: **APPROVE CONSULTING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SCHOOL FACILITIES SUPPORT AS FACILITIES CONSULTANT, EFFECTIVE JANUARY 22, 2019 THROUGH JUNE 30, 2019**

Background: On June 19, 2018, the Board of Education approved an Independent Contractor Agreement between Fullerton School District and Miltos Varkatzas to provide temporary services to assist our Facilities Department. Total funding approved was not to exceed \$77,280 to be paid from the General Fund. Currently, only \$13,440 has been expended. As of January 1, 2019, Miltos Varkatzas has created a sole proprietorship and is now doing business as School Facilities Support.

Rationale: When District employees are unable to provide necessary services, the District enters into an agreement with individuals who will provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services.

Funding: The District agrees to pay School Facilities Support a base consulting fee not to exceed \$63,840 (remaining balance from June 19, 2018 agreement) during the term of this agreement. The amount of \$31,920 will be paid from the General Fund, and \$31,920 will be paid from Fund 25 (Capital Facilities Fund).

Recommendation: Approve Consulting Agreement between Fullerton School District and School Facilities Support as Facilities Consultant, effective January 22, 2019 through June 30, 2019.

RC:gs
Attachment

CONSULTING AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as “DISTRICT,” and SCHOOL FACILITIES SUPPORT, a Sole Proprietorship (“SFS”).

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

WHEREAS, DISTRICT is in need of such special services; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by SFS: To furnish special services in government relations and management coaching and role-modeling to maintenance and facilities staff members.
2. Term. SFS shall commence providing services under this AGREEMENT on January 22, 2019, and will diligently perform as needed and until June 30, 2019.
3. Compensation. DISTRICT agrees to pay the SFS a base consulting fee of \$63,840.00 during this term. DISTRICT shall pay SFS according to the following terms and conditions: Payment within thirty days of completed invoice.
4. Expenses. DISTRICT shall not be liable to SFS for any costs or expenses paid or incurred by SFS in performing services for DISTRICT.

5. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create an employment, partnership, joint venture or any relationship other than an independent consulting relationship between Client and SFS, or cause either party to be responsible in any manner for the debts and obligations of the other party. SFS acknowledges and agrees that the Services to be performed under this Agreement are those of an independent contractor, and that SFS is solely responsible for the Services and any other work performed as a result of this Agreement. SFS represents and warrants that SFS, its subcontractors, and their employees, and agents are not officers, agents, or employees of Client. SFS acknowledges and agrees any personnel performing the Services under this Agreement shall at all times be under SFS's exclusive direction and control, and that SFS is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. SFS further acknowledges and agrees that SFS shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Agreement, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Materials. SFS shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

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

7. Originality of Services. SFS agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to SFS and shall not be copied in whole or in part from any other source, except that submitted to SFS by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: SFS understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. SFS consents to use of SFS's name

in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may terminate this AGREEMENT for failure to perform and compensate SFS only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SFS. Notice shall be deemed given when received by the SFS or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

11. Insurance. Pursuant to Section 10, SFS agrees to carry a comprehensive general and automobile liability insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate in a form mutually acceptable to both parties to protect SFS and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, SFS agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than thirty (30) days from execution of this AGREEMENT by the DISTRICT and SFS, SFS shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. SFS agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment. The obligations of the SFS pursuant to this AGREEMENT shall not be assigned by SFS.

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

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

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

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination. SFS agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

Contractor:
School Facilities Support

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

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection

expenses, witness fees, court costs, and attorneys' fees.

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

This agreement is entered into this 22nd day of January 2019.

FULLERTON SCHOOL DISTRICT

School Facilities Support

By: _____
(Signature)

By: _____
(Signature)

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

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE PIGGYBACK BID BP#1 WITH WISEBURN UNIFIED SCHOOL DISTRICT FOR FLOORING, WALL, AND INTERIOR FINISHES WITH KYA SERVICES, LLC, THROUGH JUNE 30, 2019, WITH FUTURE RENEWAL OPTIONS THROUGH JUNE 30, 2022**

Background: Wiseburn Unified School District Bid BP#1 for the purchase of flooring, wall, and interior finishes through KYA Services, LLC, provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid BP#1 through June 30, 2019, inclusive of future renewal options through June 30, 2022.

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

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

Funding: Total cost not to exceed \$400,000 will be from the General Fund.

Recommendation: Approve piggyback Bid BP#1 with Wiseburn Unified School District for flooring, wall, and interior finishes with KYA Services, LLC, through June 30, 2019, with future renewal options through June 30, 2022.

RC:MM:gs

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse and Transportation
SUBJECT: APPROVE RENEWAL OF BID NO. FSD-18-19-GF-01, UNIT PRICE CONTRACT (UPC) GENERAL CONTRACTOR, TO NEW DIMENSION GENERAL CONSTRUCTION

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

This contract was originally approved by the Board of Trustees on July 24, 2018. The contract term will be the second option year two, with one additional year extension.

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

Funding: The total not to exceed \$500,000 will be paid from various funds.

Recommendation: Approve renewal of Bid No. FSD-18-19-GF-01, unit price contract (UPC) general contractor, to New Dimension General Construction.

RC:MM:gs

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE AGREEMENT WITH PQBIDS INC., TO INTERVIEW, REVIEW FINANCIALS, AND APPROVE/DENY PREQUALIFICATION APPLICATIONS FROM GENERAL CONTRACTORS AS REQUIRED BY PUBLIC CONTRACT CODE 20111.6, EFFECTIVE JANUARY 23, 2019 THROUGH JANUARY 22, 2020**

Background: PQBids is a service that will help support the District in reviewing prequalification applications required by Public Contract Code 20111.6. This service will include an on-line automated prequalification web-based program, a ten-step questionnaire, an interview process, verification of contractor's past two years of audited or reviewed financials, verification of the letter of bondability, verification of the accountant release letter, and verification of D.I.R. license requirements.

Rationale: Prequalification is a process for determining in advance whether a contractor is qualified to submit a bid for projects that require prequalification. This will help to limit bidding to qualified bidders.

Funding: Cost is not to exceed \$12,500 from Capital Facilities Fund.

Recommendation: Approve agreement with PQBids to interview, review financials, and approve/deny prequalification applications from general contractors as required by Public Contract Code 20111.6, effective January 23, 2019 through January 22, 2020.

RC:MM:gs
Attachment



Product Manager
James Wynder
JamesW@pqbids.com

1535 E 17th St. #207
Santa Ana, CA 92705
Tel 888-218-4173
PQBids.com

To: Fullerton School District

Date: December 19th, 2018

Agreement for Prequalification of Prospective bidders Services Using Option 1

We at PQBids propose the following services to Fullerton School District in the amount of:*

\$12,500 for 1 year

1. To utilize our on-line automated prequalification web based services for your school district.
2. Pre-qualify contractors using our 10 step questionnaire.
3. Conducts interview process of two (2) prior projects [Part of our scoring model].
4. Verify contractors past two (2) years of audited, or reviewed, financials.
5. We also verify their letter of bondability and verify their accountant release letter.
6. Verify that Contractors have registered with the D.I.R. due to the mandatory SB 854.
7. View all approved general contractors and sub-contractors on your homepage.
8. We will provide all technical support
9. We will send you complete prequalification questionnaire and financials at your request (please note all financial statements are not subject to be shared with any entity other than the awarding agency).
10. Contractors are approved for a term of 1 year from the date approved.
11. Appeals Procedure as per noted on our website and through our tutorials. PQBids excludes any and all appeals procedures.

contract must be paid in full at time of agreement

Print Name: Robert R. Coghlan, Ph.D.

Acceptance: _____

Date: _____

Authorized signature only

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR THE LABOR, INSTALLATION, AND REPLACEMENT OF PLUMBING FIXTURES AT THE NUTRITION SERVICES CENTER**

Background: The District worked with the City of Fullerton and hired an independent firm to conduct water testing. Based on the results, the District made a decision to re-pipe the Nutrition Services Center. As part of the project, new plumbing fixtures were required. This project, Progressive Surface Solutions, Project No. 6-1-15176, is now complete.

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

Funding: The completed contract amount is \$13,859 from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions for the labor, installation, and replacement of plumbing fixtures at the Nutrition Services Center.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Fullerton School District, Nutrition Services Building, 389 Truslow, Fullerton, CA 92832 the contract for the doing of which was heretofore entered into on the 7th day of July 2018, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The labor, installation and replacement of plumbing fixtures at the Nutrition Services building of Fullerton School District, Progressive Surfacing Project No. 6-1-15176.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary)School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE CHANGE ORDERS #3, #4, AND #5 FOR GOLDEN HILL ELEMENTARY SCHOOL, PROJECT FSD-17-18-GF-10, TO ASTRA BUILDERS, INC.

Background: On July 24, 2018, the Board of Trustees approved the award of contract Golden Hill Elementary School 2018 Two Modular Buildings, Project FSD-17-18-GF-10, to Astra Builders, Inc.

Rationale: The original contract scope of work has the following decrease and increases to the contract:

Change Order #3

Contractor, Astra Builders, Inc. is unable to meet DSA added improvements to the restrooms as per contract requirements for the scope of work listed as the removal of toilets. The contract will be decreased: \$39,689.49

Change Order #4

Added the relocation of electrical equipment per RFI14, add a traffic rated pull box. The contract will be increased by: \$834.98

Change Order #5

Added new fire hydrant, per requirements set by The City of Fullerton. The contract will be increased by: \$29,461.16

Funding: The new contract amount not to exceed \$810,706.65 is to be paid from the General Fund.

Recommendation: Approve change orders #3, #4, and #5, for Golden Hill Elementary School, Project FSD-17-18-GF-10, to Astra Builders, Inc.

RC:SS:ys
Attachment

Change Order No.:

Date: 10/28/18

3 Contract No.:

Project: **Golden Hills ES - 2018 Modular Bldgs.**
Bid No.: FSD-17-18-GF-10

Architecture 9 PLLLP
Phone No.: 909-204-9733
Email: mgelsinger@architecture9.com

Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833

To:
(ASTRA BUILDERS INC)
(1227 S Dale Ave)
(Anaheim ,CA 92804)

The contract is changed as follows:

1. (Description of change) Credit
Change Order for the Scope of Work for the Boys',
Girls' and Unisex Toilet
Rooms. Requested by: District

Add Credit	<u>\$39,689.49</u>
	<u>></u>

Total Cost of This Change Order:

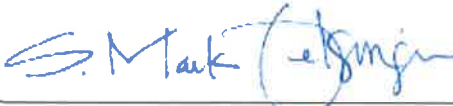
Credit \$39,689.49


SECTION 00680
CHANGE ORDER FORM

Golden Hills ES - 2018 Modular
Buildings CHANGE ORDER NO.
3_ (10/28/18)
PAGE 1_ OF 1_

The original Contract Sum was \$ 789,546.00
Net change by previously authorized Change Orders..... \$ 30,554.00
The Contract Sum prior to this Change Order was..... \$ 820,100.00
The Contract Sum will be (decrease) by this Change Order by \$ 39,689.49
The new Contract Sum including this Change Order will be \$ 780,410.51

The Contract Time will be (decrease) by (14)
Calendar Days The date of substantial completion as of the date of this Change Order
is 11/19/18

Architect:  Date: 11/6/18
S. Mark Gelsinger, Architect
Architecture 9 PLLLP

Contractor:  Date: 10/28/18
(Dragos Gavrilescu, President)
(ASTRA BUILDERS INC)

Owner: _____ Date: _____
Dr. Robert Coghlan
Chief Business Officer
Fullerton School District

 Date: 12/20/18
Scott Schlabsz, Director of Maintenance Operations and Facility Services
Fullerton School District

Change Order No.:
4 Contract No.:

MLL
Date: 11/12/18

Project: **Golden Hills ES - 2018 Modular Bldgs.**
Bid No.: FSD-17-18-GF-10

Architecture 9 PLLLP
Phone No.: 909-204-9733
Email: mgelsinger@architecture9.com

Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833

To:
(ASTRA BUILDERS INC)
(1227 S Dale Ave)
(Anaheim ,CA 92804)

The contract is changed as follows:

- (Description of change) Relocation of electrical equipment per RFI 14, Add a traffic rated pull box

Requested by: District

Add \$834.98
->

Total Cost of This Change Order: Add \$ 834.98

Golden Hills ES - 2018 Modular
Buildings CHANGE ORDER
NO. 4_ (11/12/18)
PAGE 1_ OF 1_

The original Contract Sum was \$ 789,546.00
Net change by previously authorized Change Orders..... \$ 9,135.49
The Contract Sum prior to this Change Order was..... \$ 780,410.51
The Contract Sum will be (increase) by this Change Order by \$ 834.98
The new Contract Sum including this Change Order will be \$ 781,245.50

The Contract Time will be (increase) by (3) Working Days
The date of substantial completion as of the date of this Change Order is ~~12/06/18~~
11/22/18

Architect: S. Mark Gelsinger
S. Mark Gelsinger, Architect
Architecture 9 PLLLP

Date: 12/6/18

Contractor: Dragos Gavrilescu
(Dragos Gavrilescu, President)
(ASTRA BUILDERS INC)

Date: 11/12/18

Owner: _____
Dr. Robert Coghlan
Chief Business Officer
Fullerton School District

Date: _____

Scott Schlabsz, Director of Maintenance Operations and Facility Services
Fullerton School District

Date: _____

file

Date: 11/14/18

Change Order No.:
5 Contract No.: _____

Project: **Golden Hills ES - 2018 Modular Bldgs.**
Bid No.: FSD-17-18-GF-10

Architecture 9 PLLP
Phone No.: 909-204-9733
Email: mgelsinger@architecture9.com

Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833

To:
(ASTRA BUILDERS INC)
(1227 S Dale Ave)
(Anaheim, CA 92804)

The contract is changed as follows:

- (Provide and install additional fire hydrant
Requested by: City)

Add \$29,461.16
-->

Total Cost of This Change Order:

Add
\$ 29,461.16

Golden Hills ES - 2018 Modular
Buildings CHANGE ORDER
NO. 5__ (11/14/18)
PAGE 1_ OF 1_

The original Contract Sum was \$ 789,546.00
Net change by previously authorized Change Orders..... \$ 8,300.51
The Contract Sum prior to this Change Order was..... \$ 781,,245.49
The Contract Sum will be (increase) by this Change Order by \$ 29,461.16
The new Contract Sum including this Change Order will be \$ 810,706.65

The Contract Time will be (increase) by (3) Working Days
The date of substantial completion as of the date of this Change Order is ~~12/11/18~~
11/27/18

Architect: 
S. Mark Gelsinger, Architect
Architecture 9 PLLP

Date: 12/6/18

Contractor: 
(Dragos Gavrilescu, President)
(ASTRA BUILDERS INC)

Date: 11/14/18

Owner: _____
Dr. Robert Coghlan
Chief Business Officer
Fullerton School District

Date: _____

Scott Schlabsz, Director of Maintenance Operations and Facility Services
Fullerton School District

Date: _____

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF MATERIALS AS PART OF THE REPAIRS AND IMPROVEMENTS TO THE OFFICE AND STAFF LOUNGE OF RICHMAN ELEMENTARY SCHOOL**

Background: On April 17, 2018, Fullerton School District entered into a California Multiple Award Schedules Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-15598 was for the purchase of repair and improvement materials for the office and staff lounge located at Richman Elementary School.

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

Funding: The amount not to exceed \$4,965.98 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of materials as part of the repairs and improvements to the office and staff lounge of Richman Elementary School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Richman Elementary School, 700 S, Richman Fullerton, CA 92832 the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, Project No. 1-1-15598 was for purchase of repair and improvement materials for the office and staff lounge located at Richman Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF CARPET MATERIALS NECESSARY FOR THE REPAIRS TO THREE OFFICES LOCATED AT NICOLAS JUNIOR HIGH SCHOOL**

Background: On April 17, 2018, Fullerton School District entered into a California Multiple Award Schedules Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-16267, for the purchase of carpet materials necessary for the repairs of three offices located at Nicolas Junior High School.

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

Funding: The amount not to exceed \$3,801.03 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of carpet materials necessary for the repairs to three offices located at Nicolas Junior High School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Nicolas Junior High School, 1100 W. Olive Avenue Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, Project No. 1-1-16267 for purchase of carpet materials necessary for the repairs of three offices located at Nicolas Junior High School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF REPAIR MATERIALS AND CARPET FOR ROOM NO. 34, LOCATED AT NICOLAS JUNIOR HIGH SCHOOL**

Background: On April 17, 2018 Fullerton School District entered into a California Multiple Award Schedules Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-16253, for the purchase of needed repair materials for worn and damaged carpet located in Room No. 34, of Nicolas Junior High School.

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

Funding: The amount not to exceed \$4,742.77 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of repair materials and carpet for Room No. 34, located at Nicolas Junior High School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Nicolas Junior High School, 1100 W. Olive Ave., Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, Project No. 1-1-16253 for purchase of needed repair materials, for worn and damaged carpet located in Room No. 34, of Nicolas Junior High School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF MATERIALS AS PART OF THE REPAIRS AND IMPROVEMENTS TO THE ACTIVE LEARNING CENTER AT PACIFIC DRIVE ELEMENTARY SCHOOL**

Background: On April 17, 2018, Fullerton School District entered into a California Multiple Award Schedules Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-14360, for the purchase of repair and improvement materials for the Active Learning Center located at Pacific Drive Elementary School.

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

Funding: The amount not to exceed \$19,033.46 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of materials as part of the repairs and improvements to the Active Learning Center at Pacific Drive Elementary School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Pacific Drive Elementary School, 1501 W. Valencia Drive, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019 that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, Project No. 1-1-14360 was for the purchase of materials as part of the repairs and improvements to the Active Learning Center at Pacific Drive Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF MATERIALS FOR NEEDED REPAIRS OF DAMAGED CARPET IN BUILDING J, ROOMS 18 AND 19 LOCATED AT LADERA VISTA JUNIOR HIGH SCHOOL**

Background: On April 17, 2018, Fullerton School District entered into a California Multiple Award Schedules Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-14844, for the purchase of carpet needed for the repair to various worn and damaged areas located within Ladera Vista Junior High School.

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

Funding: The amount not to exceed \$11,083.85 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of materials for needed repairs of damaged carpet in Building J, Rooms 18 and 19 located at Ladera Vista Junior High School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Ladera Vista Junior High School, 1700 E. Wilshire Ave., Fullerton, CA 92831 the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, Project No. 1-1-14844 was for purchase of materials for needed repairs of damaged carpet in Building J, Rooms 18 and 19 located at Ladera Vista High School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF MATERIALS NECESSARY FOR REPAIRS OF DAMAGED CARPET IN CLASSROOMS 5 AND 6 LOCATED AT PACIFIC DRIVE ELEMENTARY SCHOOL**

Background: On April 17, 2018, Fullerton School District entered into a California Multiple Award Schedules Contract, Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-14847, for the purchase of carpet materials needed for the repairs to classrooms numbers 5, and 6, located at Pacific Drive Elementary School.

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

Funding: The amount not to exceed \$11,221.45 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of materials necessary for repairs of damaged carpet in classrooms 5 and 6 located at Pacific Drive Elementary School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Pacific Drive Elementary School, 1501 W. Valencia Drive, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019 that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, Project No. 1-1-14847 for the purchase of materials necessary for repairs of damaged carpet located in classrooms 5 and 6 located at Pacific Drive Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF MATERIALS AND LABOR AS PART OF THE REPAIRS AND RENOVATION OF THE ACTIVE LEARNING CENTER LOCATED AT PACIFIC DRIVE ELEMENTARY SCHOOL**

Background: On April 17, 2018, Fullerton School District entered into a California Multiple Award Schedules Contract, Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-14537, for the purchase of materials necessary to repair, renovate, and create an Active Learning Center at Pacific Drive Elementary School.

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

Funding: The amount not to exceed \$112,664.63 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of materials and labor as part of the repairs and renovation of the Active Learning Center located at Pacific Drive Elementary School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Pacific Drive Elementary School, 1501 W. Valencia Drive, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 17th day of April 2018, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019 that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: The KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, Project No. 1-1-14537 for the purchase of materials and labor as part of the repairs and renovations of the Active Learning Center located at Pacific Drive Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE APPOINTMENT OF JEREMY DAVIS TO ASSISTANT SUPERINTENDENT OF INNOVATION AND INSTRUCTIONAL SUPPORT EFFECTIVE FEBRUARY 1, 2019**

Background: The District has conducted an extensive recruitment to hire an Assistant Superintendent of Innovation and Instructional Support due to the retirement of Mr. Jay McPhail. After screening and interviewing a large number of high caliber candidates, the interview panel and Executive Cabinet are happy to recommend Mr. Jeremy Davis to the Board.

Jeremy has vast experience in instructional technology and currently serves as the Chief Technology Office for Capistrano Unified School District; he has served in this capacity since 2013. He began his teaching career in 2001 as an elementary teacher with Bellflower Unified School District where he remained until 2005. He joined Magnolia School District as a Teacher on Special Assignment in Instructional Technology; a position he occupied from 2005 – 2013. He became the Instructional Technology Coordinator in Technology and Information Services for Anaheim Elementary School District in 2008 through 2013.

Rationale: The education, experience, and skill set offered by Mr. Davis would be highly beneficial to the District.

Funding: Salary to come from District General Fund.

Recommendation: Approve appointment of Jeremy Davis to Assistant Superintendent of Innovation and Instructional Support effective February 1, 2019.

CH:nm
Attachment

CONTRACT FOR EMPLOYMENT FOR ASSISTANT SUPERINTENDENT,
INNOVATION AND INSTRUCTIONAL SUPPORT

This Contract For Employment For Assistant Superintendent, Innovation and Instructional Support (“Contract”) is made by and between the FULLERTON SCHOOL DISTRICT, located in the County of Orange, State of California (“District”) acting through its Board of Trustees (“Board”), and JEREMY DAVIS (“Assistant Superintendent”), and is made with reference to the following facts:

RECITALS

WHEREAS, Education Code section 35031 authorizes District to employ an Assistant Superintendent by contract for periods not to exceed four years;

WHEREAS, Education Code Sections 35032 and 45032 authorize the governing board of a school district at anytime during any school year to increase the salaries of persons employed by the District in positions of assistant superintendent and in positions requiring certification qualifications, with such increase to be effective on any date ordered by the governing board;

NOW THEREFORE, in consideration for the promises herein made, the parties agree to the following terms and Contract of Employment for Assistant Superintendent:

AGREEMENT

1. Assistant Superintendent shall be employed pursuant to this Contract for a term beginning February 1, 2019, to and including June 30, 2021.

2. Assistant Superintendent hereby agrees to devote his time, skills, labor and attention to his employment as directed by the Superintendent and as set forth in the job description which may be adopted or modified from time to time by the Board in accordance with the laws of the State of California and Board policy and regulations; provided, however, Assistant Superintendent may undertake outside activities consisting of consulting work, speaking engagements, writing, lecturing or other professional activities for consideration provided that they do not interfere with or conflict with the Assistant Superintendent’s performance of his duties under this Contract.

3. Effective February 1, 2019, Board shall pay Assistant Superintendent a salary of \$201,476 (adjusted for a mid-year start) which salary shall be the basis for annual adjustments through a cost of living adjustment (“COLA”) or compensation adjustment that is equal to the adjustment as offered to other management team members of the District. The specific type of annual compensation adjustment relates solely to bonuses and COLA adjustments. In the event Assistant Superintendent has earned a doctorate from an accredited institution of higher learning, he shall receive a stipend equivalent of two percent (2%) of his annual base salary. The Assistant Superintendent may direct that a portion of his salary be deducted from his salary and paid into a tax sheltered or tax deferred annuity program consistent with all applicable federal and state laws, rules and regulations.

4. Commencing with the 2019/2020 school year, Assistant Superintendent shall receive a \$4,000.00 contribution paid by District to a tax sheltered or tax deferred annuity program (“TSA”) of the Assistant Superintendent’s choice, by October 31st of each fiscal year consistent with all applicable federal and state laws, rules and regulations. The District’s payment to the TSA is not creditable compensation and shall not be reported to CalSTRS as creditable compensation. This contribution may be converted prospectively to salary at anytime at the discretion of the Assistant Superintendent, at which time it shall be considered creditable compensation and reported to CalSTRS as such beginning on the effective date of the restructure.

5. Assistant Superintendent also may qualify for a merit stipend up to three percent (3%) of the salary denoted in paragraph 3 above as determined by the Superintendent and based on Assistant Superintendent’s satisfactory progress/completion or superior progress/completion of goals and evaluation, with the understanding that the merit stipend will be determined no later than June 30th of each year and to be paid out as a one-time payment. However, for the merit stipend to be deemed credible compensation within the meaning of Education Code section 22119.2, the merit stipend must not be associated with the performance of any additional service, and it must be paid to all Assistant Superintendents, in the same dollar amount, same percentage of salary or same percentage of amount being distributed. Compensation meeting the requirements of this paragraph shall be reported to CalSTRS as creditable compensation.

6. The salary and compensation provided in paragraph 3 as well as benefits will be reviewed from time to time and may be adjusted or modified in order to provide a competitive

and attractive salary for Assistant Superintendent. The Board therefore retains the right to adjust the salary of the Assistant Superintendent over and above that provided for in paragraph 3 at any time during the term of this Contract to be effective upon the date established by the Board consistent with Education Code sections 35031, 35032 and 45032, provided that any such adjustment shall not reduce the annual salary below the figure established pursuant to paragraph 3 unless by written consent of the parties or unless a majority of all management employees have had a salary reduction, in which case the Assistant Superintendent's salary shall be reduced in an amount not to exceed, that of the majority of other management employees.

7. The Assistant Superintendent shall receive at District expense a comprehensive medical examination once every two years with a physician/medical group chosen by Assistant Superintendent. Immediately subsequent to the examination, the Assistant Superintendent shall provide to the Superintendent a confidential written service opinion.

8. Assistant Superintendent shall be required to render 223 days of full regular service to the District, with the exception of sick leave and other approved leave during each annual period covered by this Contract. This work year is in lieu of any vacation days which may be accrued during the term of this Contract. Any additional workdays must have the prior approval of the Superintendent and will be paid at Assistant Superintendent per diem rate.

9. On or prior to November 30th of each school year, the District Superintendent and the Assistant Superintendent will meet to establish Assistant Superintendent goals and objectives for the school year. These goals and objectives shall be reduced to writing and shall be among the criteria by which Assistant Superintendent is evaluated. The Assistant Superintendent's evaluation shall be completed each year no later than June 30th of that year and shall be in writing and shall be based upon the mutually established goals and objectives as well as any Board developed goals and objectives.

10. Assistant Superintendent shall be entitled to twelve (12) days of sick leave annually which shall be taken after consultation with and approval by the Superintendent. The District shall continue to recognize all existing accrued sick leave available to Assistant Superintendent prior to the effective date of this Contract and additional sick leave shall be accumulated as provided by State law and Board policy.

11. Assistant Superintendent shall be afforded health, welfare and fringe benefits of employment as provided to other management and employees of the District except as otherwise

set forth in this Contract. The Assistant Superintendent and one dependent shall receive at District expense group medical and dental insurance benefits available to active employees when the Assistant Superintendent is age 55 or older and has been employed by the District for at least five (5) years and retires from and remains retired from the District under STRS or PERS until the Assistant Superintendent becomes eligible for Medicare. District's paid benefits shall cease upon eligibility for Medicare, supplemental Medicare insurance shall be made available upon Medicare eligibility at no cost to the District.

12. Assistant Superintendent shall be provided with a smartphone (or equivalent industry standard communication device) with industry standard High Speed Broad Band connectivity capable of providing connectivity to multiple devices, Industry Standard High Speed Broadband/Wifi internet access from home, and shall receive an allowance for a mobile device or the equivalent industry standard which may at times be used for incidental personal use. Assistant Superintendent may purchase new technology as required for the effective and efficient execution of work duties with the prior authorization of the Superintendent. The District will pay for any monthly mobile access fees and/or Wi-Fi fees for the use of any such new technologies. District shall further pay the cost of membership in one State Professional Organization (e.g., ACSA) of the Assistant Superintendent's choice at District expense. None of these fringe benefits shall be characterized as credible compensation or reported to CalSTRS as such.

13. This Contract is subject to all applicable laws of the State of California, rules and regulations of the California State Board of Education, and rules and regulations of the Board, including but not limited to Government Code sections 53260 and 53261 which provide that if the Contract is terminated, the maximum cash settlement that Assistant Superintendent may receive shall be in an amount equal to the monthly salary of the Assistant Superintendent multiplied by the number of months left on the unexpired term of the Contract not to exceed eighteen (18) months, plus health benefits for an equivalent period of time or until Assistant Superintendent finds other employment whichever first occurs.

14. This Contract shall be effective February 1, 2019, and as of that date, replaces all prior existing agreements between the parties which shall be of no further force and effect except as recognized in this Contract.

15. In the event that the Board determines not to reemploy Assistant Superintendent at the expiration of the term of this Agreement, and in lieu of the notice provisions of Education Code section 35031, the Board will give Assistant Superintendent notice thereof at least six (6) months prior to the expiration of this Contract.

16. All salary and compensation that qualifies as creditable compensation under the Teacher's Retirement Law, Education Code section 22000, et seq., shall be reported to CalSTRS as such.

17. Provisions of Government Code Sections 53243-53243.4.

In the event that the District provides paid leave to Assistant Superintendent pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Assistant Superintendent shall fully reimburse the District for any salary provided for that purpose.

In the event that the District provides funds for the legal criminal defense of the Assistant Superintendent pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Assistant Superintendent shall fully reimburse the District for any funds provided for that purpose.

In the event that that District provides a cash settlement related to the termination of the Assistant Superintendent as defined in the terms of Section 15 of this Contract, and the Assistant Superintendent subsequently is convicted of a crime involving abuse of his office or position covered by Government Code section 53243.4, Assistant Superintendent shall fully reimburse the District for any funds provided for that purpose.

FULLERTON SCHOOL DISTRICT AND ITS
BOARD OF TRUSTEES

Dated: _____

By: _____

Janny Meyer
President, Board of Trustees

Dated: _____

By: _____

Jeremy Davis, Assistant Superintendent,
Personnel Services

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____

Clerk, Board of Trustees

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY STUDENT TEACHING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WHITTIER COLLEGE EFFECTIVE JANUARY 7, 2019 THROUGH JUNE 30, 2022

Background: Whittier College is a fully accredited institution of higher education. The College wishes to re-establish a student teacher placement agreement with Fullerton School District (FSD) to enable their students the opportunity to complete practicum assignments in schools within the District.

The College will pay FSD Master Teachers \$500 per each fourteen week assignment. The terms of the agreement shall be effective January 7, 2019 through June 30, 2020 but may be terminated by either party with written notice.

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

Funding: Not applicable.

Recommendation: Approve/Ratify Student Teaching Agreement between Fullerton School District and Whittier College effective January 7, 2019 through June 30, 2022.

CH:nm
Attachment



STUDENT TEACHING AGREEMENT

This agreement is made and entered into this 7th day of January by and between Whittier College, hereinafter called "the College" and the Fullerton School District, hereinafter called "the District."

WHEREAS, pursuant to the provisions of Section 11006 of the Education Code, the governing board of any District is authorized to enter into agreements with a State college, the University of California or any other university or college to provide teaching experience through practice teaching to students enrolled in teacher training curriculum of such institutions; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered by the District;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. A. The District shall provide teaching experience through student teaching in schools and classes of the District during the period of Spring 2019 through Spring 2022, hereafter referred to as the "School Year" for not to exceed the number of students of the College possessing a valid Certificate of Clearance and assigned by the College to student teaching in schools or classes of the District. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the College through their duly authorized representatives may agree upon.
- B. The District may refuse to accept for student teaching any student of the College assigned to student teaching in the District; and upon request of the District, the College shall terminate the assignment of any student of the College to student teaching in the District.
- C. "Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of the District holding valid diplomas or credentials, issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided. The classroom teacher will be referred to hereinafter as a "Master Teacher."
2. A. The College will pay the Master Teacher directly for services required to be performed by the Master Teacher under this agreement at the rate of \$500 (for fourteen weeks) per semester. The amount will be paid directly to the teacher.

- B. "Semester of student teaching" as used herein and elsewhere in this agreement equals a minimum of four (4) hours of student teaching five (5) days each week for the fourteen week period. The student teacher should be on campus and follow the schedule of the master teacher. The number of student teachers assigned to the District shall not be more than the number agreed to by the district.
 - C. The number of units of student teaching to be provided for each student of the college assigned to student teaching under this agreement shall be determined by the college.
3. A. An assignment of a student of the College to student teaching in schools or classes of the District shall be, at the discretion of the College, for approximately fourteen (14) weeks or 2 – 7 week assignments.
 - B. In the event the assignment of a student of the College to student teaching is terminated by the College for any reason, except when termination is requested by the District without reasonable cause, the Master Teacher shall receive payment on account of such student as though there had been no termination of the assignment.
 4. Students assigned by the College to student teaching in schools or classes of the District shall not be covered by the Worker's Compensation insurance policy provided by the district.
 5. The College, agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, which may arise from personal or bodily injuries, property damage or otherwise, occasioned by participation in student teaching activities where said claim arises from the negligence or willful misconduct of the College.
 6. The District, agrees to defend, indemnify and hold harmless the College, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, which may arise from personal or bodily injuries, property damage or otherwise, occasioned by participation in the District's student teaching program where said claim arises from the negligence or willful misconduct of the District.

IN WITNESS WHEREOF, Whittier College and the Governing Board of the District have caused this agreement to be signed by authorized representatives in their behalf the day and year first above written.

Honorarium to Master Teacher: The College shall pay cooperating teachers directly.

Whittier College
Institution

Darrin Good
Darrin Good, Authorizing Signature

Vice President for Academic Affairs & Dean
of Faculty
Title

12/21/18
Date

Fullerton School District
District

Authorizing Signature

Title

Date

STATEMENT OF AGREEMENT

WHITTIER COLLEGE CANDIDATES'
PLACEMENT FOR STUDENT TEACHING
for the
PRELIMINARY LEVEL 1 TEACHING CREDENTIAL

Purpose: The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Professional Teacher Preparation Programs* stipulates standards and conditions with which credentialing institutions must provide to be accredited for recommending candidates for Preliminary Level 1 Teaching Credentials. This agreement defines and describes common standards, program standards, and preconditions that must be met for program approval and accreditation. It also contains quality-related criteria for Whittier College candidates *except those participating in jointly sponsored internship programs (which are also covered under a separate agreement)*.

Professional teacher preparation programs are designed to be partnerships between institutions of higher education and public school districts and their schools to meet the need for well-prepared beginning teachers. This agreement realizes such a partnership by specifying the respective responsibilities of Whittier College and of the district and its schools with respect to credential candidates' student teaching.

Fullerton School District

(District name)

agrees that all student teaching placements for Whittier College candidates that it recommends and/or makes will meet the following criteria.

1. The placements for all Whittier candidates will be based upon the observations of the effectiveness of teaching-learning by appropriate district personnel,
2. Placements will be located at sites where the state-adopted core curriculum is effectively implemented.
3. Placements will whenever possible, while meeting other criteria described here, be in settings that demonstrate effective use of computer-based technology to support teaching and learning.
4. Placements will provide opportunities for candidate to work with and be supervised by exemplary certificated teachers, each of whom who holds a valid teaching credential that authorizes his or her teaching assignment.
5. Each master teacher or site supporter recommended or chosen to supervise Whittier College candidates will be one who:
 - a. Knows and understands the state-adopted academic content standards and frameworks, as well as current educational theories and practice.
 - b. Understands the developmental stages of learning to teach.
 - c. Collaborates and communicates effectively with professional colleagues.
 - d. Will engage in collegial supervisory practices that foster candidates' success and promote their reflective practice.
6. Each master teacher or site supporter recommended or chosen to supervise a Whittier College candidate teaching English learners (EL) will be one who holds a valid EL authorization, and/or has been

approved by the district to teach EL students pending EL authorization, or provide access to teachers at the site who hold this authorization.

The designated district and placement-site administrators have read and agree to the division of responsibilities described above and on the attached pages three and four will demonstrate their agreement by providing adequate resources to meet their responsibilities and to enable master teachers and/or site supervisors to meet their responsibilities.

Fullerton School District
District

School

Authorizing Signature

Authorizing Signature

Title

OR

Title

Date

Date

Whittier College
Institution


Lauren Swanson

Chair, Department of Education & Child Development
Title

12/21/18
Date

Whittier College Responsibilities

- Provide supervision, administration, and implementation of all components of candidates' teacher preparation for Preliminary Level 1 Teaching Credentials.
- Ensure that each candidate for daily student teaching responsibilities has obtained a valid Certificate of Clearance, unless the candidate has already completed the fingerprint and character identification process and been issued a valid document from the Commission on Teacher Certification.
- Provide organization and implementation of planning meetings, on-going course instruction for candidates aligned with the *Whittier College Catalog* curricula and requirements describing the Whittier College teacher-preparation program.
- Negotiate in good faith with the district regarding modifications, if necessary, in student teaching requirements, policies, or programs.
- Ensure that candidates are fully and properly oriented to student-teaching assignments, and that they understand the legal, ethical, and professional responsibilities of participating in public schools and classrooms.
- Provide candidates with current knowledge and research regarding instructional strategies, curriculum, classroom management, and instructional technology.
- Provide orientation and training for master teachers/onsite supporters (and, as requested, principals or district designees) in the Whittier College Department of Education and Child Development's (a) performance expectations for the candidates' teaching experience; (b) expectations for master teachers/onsite supporters who supervise candidates, and (c) the Department's current policies, procedures, and requirements concerning candidates and their work, including procedures to follow when problems arise in student teaching.
- Provide regular visits, observation, and feedback from a college supervisors, including regular written feedback to the candidate and cooperating teacher and regular examination and feedback on the candidate's Whittier College Portfolio, and assist the master teacher in monitoring candidates' learning and practice of the California Teaching Performance Expectations (TPEs).

District and School Responsibilities

- Work collaboratively with Whittier College faculty and the Coordinator of Student Teaching to place and recommend placements for candidates that fulfill the conditions and criteria listed on the initial pages of this agreement.
- Ensure the assignment of district-employed candidate supervisors that meet the conditions and criteria stated on the initial pages of this agreement.
- Facilitate district-employed student-teaching supervisors' attendance and participation in Whittier College workshops designed to orient and train master teachers/onsite supporters (and, as desired, other district-employed personnel.)
- Communicate reservations, concerns or problems concerning Whittier College assignments, tasks, requirements, or policies immediately to appropriate College faculty, supervisors, and/or the Coordinator of Student Teaching.
- Provide student teaching experiences that enable candidates to complete their assigned tasks and responsibilities as outlined in Whittier College materials presented by the College or candidate in a timely manner.
- Facilitate candidate attendance and participation in the prescribed course of study (including the Student Teaching Seminar) at Whittier College to become qualified for the Preliminary Level 1 Multiple Subject or Single Subject Teaching Credential.
- Provide opportunities for student teachers to plan and practice multiple strategies for managing and delivering instruction that were introduced and examined in program and/or prerequisite coursework.
- Provide opportunities for student teachers to collaborate with one or more experienced professionals to design and deliver effective, coordinated instruction.
- Provide opportunities for student teachers to attend and participate in school- and district-sponsored meetings and professional development activities, as well as encourage opportunities that may arise for candidates' interaction with parent and community organizations and teachers' associations or bargaining agents.

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 2 (OCTOBER 1, 2018 – DECEMBER 31, 2018)

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

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2018 – December 31, 2018).

CH:nm
 Attachment

2018-19 Quarterly Report Williams Legislation Uniform Complaints

District: _____

District Contact: _____

Title: _____

- | | | |
|--------------------------|--|---------------------------------------|
| <input type="checkbox"/> | Quarter #1 July 1 - September 30, 2018 | Report due by October 26, 2018 |
| <input type="checkbox"/> | Quarter #2 October 1 - December 31, 2018 | Report due by January 25, 2019 |
| <input type="checkbox"/> | Quarter #3 January 1 - March 31, 2019 | Report due by April 26, 2019 |
| <input type="checkbox"/> | Quarter #4 April 1 - June 30, 2019 | Report due by July 26, 2019 |

Check the box that applies:

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

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

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

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

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on December 10, 2018.

Rationale: This report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

CL:yd
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WAS PRESENTED TO THE PERSONNEL COMMISSION ON: 12/10/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: TBD**

LEGEND

Acronym	Definition
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/10/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: TBD

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Thakker	Sonal M.	Health Assistant/sub	Add Health Assistant substitute classification	11/13/18	99		100	B17/1
Miranda	Maria C.	Playground Supervisor	Change from regular to substitute status	11/19/18	17	1.00	100	B11/1
Arce	Stephanie A.	Playground Supervisor	Change from substitute to regular status	11/19/18	27	9.50/ wk	100	B11/1
Lopez	Christina M.	Playground Supervisor	Change from substitute to regular status	10/18/18	13	6.25/ wk	100	B11/1
Nelson	Tiffany A.	Playground Supervisor	Change from substitute to regular status	11/19/18	15	8.40/ wk	100	B11/1
Gomez	Elsa M.	Inst. Asst./Special Ed. I	Extra summer work NTE 12 hours through 8/9/18	8/6/18	17	6.00	304	B14/6
Mittelman	Deborah L.	Inst. Asst./Special Ed. I	Extra summer work NTE 12 hours through 8/9/18	8/6/18	17	6.00	304	B14/6
Robinson	Katherine A.	Educational Media Asst.	Extra summer work NTE 160 hours through 6/29/18	6/4/18	59	10.00/ wk	409	B19/6
De Board	Tina M.	Clerical Assistant II/sub	Extra time NTE 4.00/day through 08/31/18	8/14/18	50	4.00	531	B19/1
Linarez	Cristina	Inst. Asst./Spec. Ed. II B	Hire and continue probationary status	12/5/18	54	6.00	505	B14/1
Fargon	Krista	After School Program Site Lead	Hire probationary status	11/26/18	60	34.00/ wk	329	B18/1
Ortega	Erin E.	After School Program Site Lead	Hire probationary status	11/13/18	60	30.00/ wk	329	B18/1
Ortega	Tatiana E.	Clerical Assistant II	Hire probationary status	11/8/18	55	8.00	355/115/ 302	B19/1
Hernandez	Araceli	Health Assistant/BB	Hire probationary status	11/29/18	28	3.75	402	B18/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 12/10/18
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: TBD

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Cruz-Bahena	Kimberly	Inst. Asst./Recreation	Hire probationary status	10/24/18	60	19.50/ wk	085	B11/1
Graham	Marisa L.	Inst. Asst./Recreation	Hire probationary status	11/26/18	28	18.75/ wk	100	B11/1
Ayala	Kassandra	Inst. Asst./Regular	Hire probationary status	10/29/18	22	3.50	310	B11/1
Kraft	Lacey C.	Inst. Asst./Regular	Hire probationary status	11/6/18	19	15.00/ wk	212	B11/1
Avery	Marquis T.	Inst. Asst./Special Ed. I	Hire probationary status	10/29/18	17	6.00	242	B14/1
Duran	Aurora	Inst. Asst./Special Ed. I	Hire probationary status	11/7/18	22	3.00	122	B14/1
McPhillips	Suzanne M.	Inst. Asst./Special Ed. I	Hire probationary status	10/29/18	29	25.00/ wk	125	B14/1
Weller	Emily A.	Inst. Asst./Special Ed. I	Hire probationary status	10/29/18	21	16.00/ wk	126	B14/1
Shimizu	Hilda	Social Service Assistant	Hire probationary status	10/29/18	22	3.25	212	B17/1
Jones	Nathanael R.	Technology, Library and Media Asst.	Hire probationary status	11/13/18	59	20.00/ wk	409	B21/1
Quinonez	Jeannette E.	Technology, Library and Media Asst.	Hire probationary status	10/29/18	59	8.00	409	B21/1
Webb	Ethan J.	Technology, Library and Media Asst.	Hire probationary status	10/29/18	59	8.00	409	B21/1
Flores	Alfredo A.R.	Playground Supervisor	Hire regular status	10/17/18	12	3.75/ wk	100	B11/1
Somoza	Marie	Playground Supervisor	Hire regular status	10/22/18	26	9.42/ wk	100	B11/1
Kohn	Casey	Registered Associate - Marriage & Family Therapist	Hire regular status	11/26/18	12	24.00/ wk	504/212	\$18.00/ hr

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Fang	Remy J.	Registered Associate: Clinical Social Worker	Hire regular status	10/18/18	30 23	6.00/ wk 12.00/ wk	504	\$18.00/ hr
Aragon	Kimberly A.	Clerical Assistant I/sub	Hire substitute status	11/26/18	99		100	B17/1
Calderon	Jennifer	Clerical Assistant I/sub	Hire substitute status	11/26/18	99		100	B17/1
Ciciotte	Kathleen A.	Clerical Assistant I/sub	Hire substitute status	11/6/18	99		100	B11/1
Garcia	Luz N.	Clerical Assistant I/sub	Hire substitute status	11/27/18	99		100	B17/1
Martinez	Michele R.	Clerical Assistant I/sub	Hire substitute status	11/26/18	99		100	B17/1
Park	Ji Y.	Clerical Assistant I/sub	Hire substitute status	11/26/18	99		100	B17/1
Torres	Brenda L.	Clerical Assistant I/sub	Hire substitute status	11/7/18	99		100	B17/1
Pary	Roger A.	Computer Technician I/sub	Hire substitute status	11/5/18	59		409	B30/1
Rios	Anthony M.	Computer Technician I/sub	Hire substitute status	11/9/18	59		409	B30/1
Perez	Adela	Food Service Asst. I/sub	Hire substitute status	11/5/18	90		606	B08/1
Ali	Nighat	Inst. Asst./Special Ed.I/sub	Hire substitute status	11/2/18	99		100	B11/1
Curiel	Kriston	Inst. Asst./Special Ed.I/sub	Hire substitute status	11/26/18	99		100	B11/1
Echeverria	Gisselle	Inst. Asst./Special Ed.I/sub	Hire substitute status	11/13/18	99		100	B11/1
Henriquez	Andrea A.	Inst. Asst./Special Ed.I/sub	Hire substitute status	11/14/18	99		100	B11/1
Luong	Jean N.	Inst. Asst./Special Ed.I/sub	Hire substitute status	11/26/18	99		100	B14/1
O' Connor	Nina S.	Playground Supervisor/sub	Hire substitute status	11/13/18	99		100	B11/1
Reatiga	Michelle	Playground Supervisor/sub	Hire substitute status	10/17/18	99		100	B11/1
Schmidt	Patricia R.	Playground Supervisor/sub	Hire substitute status	10/26/18	99		100	B11/1
Whittington	Gabrielle D.	Technology, Library and Media Asst./sub	Hire substitute status	11/9/18	59		409	B21/1
Calvillo	Marcella	Playground Supervisor	Increase of hours from 1.50/wk	11/19/18	15	13.10/ wk	100	B11/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Meza	Mitchell	Bus Driver	Increase of hours from 24.3/day	11/18/18	56	25.00	565	B21/2
Colin	Josefina	Bus Driver	Increase of hours from 24.6/day	11/18/18	56	25.00	565	B21/3
Reyes Gurrola	Georgina	Bus Driver	Increase of hours from 24.8/day	11/18/18	56	25.00	565	B21/6
Lee	Jessica P.	Inst. Asst./Special Ed. I	Increase of hours from 3.0/day to 3.5/day	10/22/18	26	3.50	130	B14/1
Perez	Xochitl	Playground Supervisor	Increase of hours from 7.50/wk	11/19/18	15	13.10/wk	100	B11/1
Lopez	Andrea R.	Employee Benefits Program Coordinator	Last name change from Dorantes	11/30/18	51	8.00	524	B33/5
Employee ID	3784		Leave of Absence: 12/2/18-1/6/19	12/2/18				
Employee ID	4848		Leave of Absence: FMLA through 2/11/19 (12 weeks completed)	11/19/18				
Employee ID	4919		Leave of Absence: revised CFRA 9/24/18-12/21/18 (completed)	9/24/18				
Employee ID	5138		Leave of Absence: revised CFRA 10/8/18-1/18/19	10/8/18				
Employee ID	6477		Leave of Absence: revised PDL/FMLA 10/15/18-11/29/18; CFRA starting 11/30/18 for 12 work weeks	10/15/18				

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	5861		Leave of Absence: revised unpaid leave approved through 4/30/19	11/26/18				
Anahuac	Citlalli	School Office Manager	Promotion from Clerical Asst. II/BB and hire probationary status	11/1/18	28	8.00	403	B25/5 (1% bilingual stipend)
Belloso	Araceli	Clerical Assistant II/BB	Promotion from Health Asst./BB and hire probationary status	10/29/18	51	8.00	510	B20/5
Fitzgerald	Patrick	Maintenance Worker II	Promotion from Maintenance Worker and hire probationary status	11/13/18	53	8.00	533	B27/6 (6% night diff. stipend)
Manzano Garcia	Ludwin	Maintenance Worker II	Promotion from Maintenance Worker and hire probationary status	11/13/18	53	8.00	533	B27/4 (6% night diff. stipend)
Orsonio	Isabel	Health Assistant/BB	Resignation	11/16/18	19	18.75/ wk	402	B18/4
Herrera	Vanessa E.	Inst. Asst./Recreation	Resignation	11/16/18	60	19.50/ wk	085	B11/2
Alqam	Mishkas	Inst. Asst./Recreation	Resignation - hire substitute status	10/16/18	52	19.75/ wk	329	B11/3
Danforth	James C.	Inst. Asst./Regular	Resignation - hire substitute status	11/2/18	18	24.00/ wk	094	B11/2
Monterey	Elizabeth A.	Inst. Asst./Special Ed. I	Resignation - hire substitute status	11/1/18	29	30.00/ wk	125	B14/5

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Baker	Mariglo E.	Food Service Asst. I	Resignation - hire substitute status	11/9/18	90	7.50/ wk	606	B8/3
Vasquez	Raquel C.	Inst. Asst./Recreation	Resignation on probation	11/26/18	30	18.75/ wk	100	B11/1
Guzman	Ramon	Inst. Asst./Regular	Resignation on probation	10/26/18	19	15.00/ wk	212	B11/1
Chavez	Abigail	AVID Tutor	Separation - no longer available	9/12/18	20	6.00/ wk	212	\$11.00/ hr
Choi	Johannah H.	AVID Tutor	Separation - no longer available	9/12/18	20	6.00/ wk	212	\$11.00/ hr
Arciga	Adelita M.	Custodian I/sub	Separation - no longer available	11/19/18	99		100	B17/1
Camarena	Abraham E.	Custodian I/sub	Separation - no longer available	11/19/18	99		100	B17/1
Jaecker	Donna	Educational Media Asst./sub	Separation - no longer available	11/14/18	24		100	B19/1
Warren Sakamoto	Naidene E.P.	Employee Benefits Program Coordinator	Separation - no longer available	11/15/18	99		100	B33/6
Hernandez Nieto	Emma L.	Food Service Asst. I/sub	Separation - no longer available	11/19/18	99		100	B8/1
Bergstrom	Mary L.	Inst. Asst./Regular/sub	Separation - no longer available	11/19/18	99		100	B11/1
Kelterborn	Brooke T.	Inst. Asst./Regular/sub	Separation - no longer available	11/19/18	99		100	B11/1
Ha	Michelle	Inst. Asst./Special Ed. I/sub	Separation - no longer available	11/19/18	99		100	B11/1
Tuohy	Carol	School Office Manager/sub	Separation - no longer available	11/19/18	99		100	B25/6

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Duque	Yasmin	Administrative Secretary	Step Increase	12/1/18	58	8.00	522	M3/3 (4% conf. stipend)
Arechiga	Gina	Bus Driver	Step Increase	12/1/18	56	5.04	565	B21/4
Bhakta	Hina I.	Computer Technician I	Step Increase	12/1/18	59	5.00	409	B30/2
Perez	Alejandro	Custodian II	Step Increase	12/1/18	53	8.00	542	B24/2 (6% night diff. stipend)
Serna	Michael	Custodian II	Step Increase	12/1/18	53	8.00	542	B24/2 (6% night diff. stipend)
McAdam	Michael S.	Director of Purchasing, Warehouse & Transportation	Step Increase	12/1/18	50	8.00	531/565	M21/2
Do	Shirley	Inst. Asst./Recreation	Step Increase	12/1/18	60	3.95	329	B11/2
Prudencio	Jennifer D.	Inst. Asst./Recreation	Step Increase	12/1/18	60	3.90	085	B11/5
Casas	Cassandra A.	Inst. Asst./Regular	Step Increase	12/1/18	18	3.00	100	B11/2
Hull	Maira	Inst. Asst./Regular	Step Increase	12/1/18	29	3.75	212	B11/6
Perez	Cristina	Inst. Asst./Regular	Step Increase	12/1/18	22	3.00	383	B11/2
Soria	Jessica	Inst. Asst./Regular	Step Increase	12/1/18	19	3.00	100	B11/3
Venegas	Diana	Inst. Asst./Spec. Ed. II A	Step Increase	12/1/18	29	6.00	242	B14/6

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Sem	Rosanne	Inst. Asst./Spec. Ed. II B	Step Increase	12/1/18	12	6.00	130	B14/4 (6% autism stipend)
Capacete	Cristina L.	Inst. Asst./Special Ed. I	Step Increase	12/1/18	19	4.00	126	B14/2
Hernandez	Vivian	Inst. Asst./Special Ed. I	Step Increase	12/1/18	20	3.00	122	B14/3
Jauregui	Melissa	Inst. Asst./Special Ed. I	Step Increase	12/1/18	24	3.75	130	B14/3
Panchal	Mital S.	Inst. Asst./Special Ed. I	Step Increase	12/1/18	20	3.00	122	B14/2
Rueckert	Eloana L.	Inst. Asst./Special Ed. I	Step Increase	12/1/18	21	3.00	122	B14/3
Lara	George	Tech. Support Specialist I	Step Increase	12/1/18	55	8.00	302	B26/4
Marshall	Andrew	Transporter	Step Increase	12/1/18	50	8.00	531	B20/2
Gonzalez	Eduardo	Food Production Coordinator	Temporary additional hours NTE 16.00 hours through 11/20/18	11/19/18	90	8.00	606	B36/6
Illingworth	Shannon T.	Supervisor, Nutrition Svcs.	Temporary additional hours NTE 16.00 hours through 11/20/18	11/19/18	90	8.00	606	M10/2
Smith	Laura A.	Clerical Assistant II	Temporary additional hours NTE 2.00hrs/day through 11/30/18	11/1/18	54	3.50	248	B19/6
York	Deborah A.	Inst. Asst./Spec. Ed. II A	hours NTE 2.50hrs/day for 3 days/wk through 11/20/18	10/29/18	13	6.00	242	B14/6
Lopez	Maria E.	Inst. Asst./Regular	Temporary additional hours NTE 2.75hrs/day through 11/30/18	9/20/18	19	3.00	212	B11/1
Chon	Hanna	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	8.00	409	B21/6

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Churchwell	Jennifer	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	25.00/ wk	409	B21/4
Eager	Laura	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	8.00	409	B21/2
Harris	Heidi	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	20.00/ wk	409	B21/6
Koeul	Christina	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	8.00	409	B21/6
Lourdes Lejano	Maria	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	25.00/ wk	409	B21/4
Nunn	Joseph	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	20.00/ wk	409	B21/2
Quinonez	Jeannette	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	8.00	409	B21/1
Rashid	Zehra	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	20.00/ wk	409	B21/6
Reese	Mary	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	20.00/ wk	409	B21/6

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Robinson	Katherine	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	8.00	409	B21/6
Weatrowski	Rebecca	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	30.00/ wk	409	B21/6
Webb	Ethan	Technology, Library and Media Asst.	Temporary additional hours NTE 24.00 hours through 11/21/18	11/19/18	59	8.00	409	B21/1
Ramirez	Jose E.	Computer Technician I	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B30/4
Webb	Brooke E.	Computer Technician I	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B30/4
Williamson	Sherrie A.	Computer Technician I	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B30/3
Chon	Hanna	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B21/6
Churchwell	Jennifer	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	25.00/ wk	409	B21/4
Eager	Laura	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B21/2

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Harris	Heidi	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	20.00/ wk	409	B21/6
Koeul	Christina	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B21/6
Lourdes Lejano	Maria	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	25.00/ wk	409	B21/4
Nunn	Joseph	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	20.00/ wk	409	B21/2
Quinonez	Jeannette	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B21/1
Rashid	Zehra	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	20.00/ wk	409	B21/6
Reese	Mary	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	20.00/ wk	409	B21/6
Robinson	Katherine	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B21/6
Weatrowski	Rebecca	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	30.00/ wk	409	B21/6

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Webb	Ethan	Technology, Library and Media Asst.	Temporary additional hours NTE 56.00 hours through 1/4/18	12/26/18	59	8.00	409	B21/1
McGee	Paige L.	Inst. Asst./Regular	Temporary additional hours NTE 56.00 hours through 10/17/18	8/13/18	21	15.00/ wk	302/100	B11/3
Sato	Aleda B.	Account Clerk II	Temporary additional hours NTE 64.00 hours through 01/04/19	11/19/18	50	8.00	530	B24/6
Robles	Cecilia R.	Inst. Asst./Special Ed. I	Temporary additional hours NTE 9.50hrs/wk for through 12/20/18	11/2/18	22	3.50	122	B14/4
Employee ID	7690		Termination on probation	11/13/18				
Cortes Alvarado	Luis A.	Inst. Asst./Special Ed. I	Transfer from Commonwealth to Acacia; Temporary additional hours NTE 3.00hrs/day through 12/20/18	10/25/18	10	3.00	130	B14/2
Solorzano	Beatriz	Playground Supervisor	Transfer from Commonwealth to Sunset Lane; Change from substitute to regular status	11/19/18	27	9.00/ wk	100	B11/1
Gutierrez-Estrada	Ericka	Inst. Asst./Spec. Ed. II B	Transfer from Hermosa Drive to Woodcrest	11/5/18	29	6.00	242	B14/3

CONSENT ITEM

DATE: January 22, 2018

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR NEW DIMENSION GENERAL CONSTRUCTION TO REMOVE EXISTING DAMAGED TREE WELL BLOCK WALLS AND INSTALL NEW, TEN-FOOT-LONG BLOCK WALLS AT NICOLAS JUNIOR HIGH SCHOOL**

Background: On July 24, 2018, the Board of Trustees approved the award of a contract of unit price contract for general contractor services to New Dimension General Construction for services to be provided at various times throughout the school year. Currently, there is an increased need of school site repairs, installation, maintenance, and replacement work. This UPC allows the District to procure a general contractor's services on an as-needed basis. This particular project was for the removal, demolition of existing damaged tree well block walls, and asphalt. Included was the installation of ten-foot-long block walls for student safety at Nicolas Junior High School.

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

Funding: The completed contract amount not to exceed is \$11,589.09 to be paid from the General Fund.

Recommendation: Approve Notice of Completion for New Dimension General Construction to remove existing damaged tree well block walls and install new, ten-foot-long block walls at Nicolas Junior High School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Nicolas Junior High School, 1100 W. Olive Avenue, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 24th day of July 2018, which contract was made with New Dimension General Construction, of Anaheim Hills, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of January 2019, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Lesron Insurance Agency, Inc.; that the property hereinafter referred to and on which said improvements were made is described as follows: New Dimensions General Construction, as part of the Unit Price Contract for General Construction, FSD Project Number FSD-18-19-GF-01, this project was for the removal, demolition of existing damaged tree well block walls and asphalt. Included was the installation of ten-foot-long block walls for student safety at Nicolas Junior High School School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ___ day of _____ 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: January 22, 2019

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

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

PREPARED BY: Tracy Gyurina, Ed.D., Principal, Sunset Lane School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE PROFESSIONAL DEVELOPMENT FOR WRITERS WORKSHOP TRAINING AT SUNSET LANE SCHOOL ON FEBRUARY 26, 2019 AND FEBRUARY 27, 2019**

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

Rationale: Teachers and administrators will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. The Writers Workshop training will support teachers in the development of students to become effective writers. This professional development will support the implementation of Writing Workshop by pushing into individual classrooms and giving personalized support to each staff member as a follow up to our previous Writers Workshop 101 training.

Funding: Cost is not to exceed \$5,100 and is to be paid from site budget (#302).

Recommendation: Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Sunset Lane School on February 26, 2019 and February 27, 2019.

EF:TG:nm
Attachment



To

Date: December 6, 2018
#442b

Tracy Gyurina
Sunset Lane Elementary
2030 Sunset Lane
Fullerton, CA 92833
(714) 447-7750

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 2 weeks after invoiced

Date of Service	Description	Cost of Service	Line Total
2/26/19	Professional development to the support the implementation of Writing Workshop grades TK-6 th . Support will come in the form of specific grade levels using a Lesson Study/Coaching approach.	\$1,700/presenter 2 presenters 1 day	\$3,400.00
2/27/19	Professional development to the support the implementation of Writing Workshop grades TK-6 th . Support will come in the form of specific grade levels using a Lesson Study/Coaching approach.	\$1,700/presenter 1 presenter 1 day	\$1,700.00

A 20% cancellation fee will be assessed at any time up until dates of service should agreed upon contract be terminated with *Momentum in Teaching, LLC*.

Total **\$5,100.00**

X _____
Dr. Robert Pletka, Superintendent

X _____
Leslie Courtney, treasurer

(an electronic copy of this agreement with signatures shall be considered original)

Make all checks payable to *Momentum in Teaching, LLC*

CONSENT ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION, TO PROVIDE ONGOING TRAINING FOR PARENT TECHNOLOGY CLASSES AT NICOLAS JUNIOR HIGH SCHOOL EFFECTIVE FEBRUARY 4, 2019 THROUGH APRIL 8, 2019**

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

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

Funding: Cost not to exceed \$4,740 and is to be paid from site budget (#302).

Recommendation: Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation to provide ongoing training for parent technology classes at Nicolas Junior High School effective February 4, 2019 through April 8, 2019.

EF:RC:nm
Attachment



Parent Education Bridge for Student Achievement Foundation

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

IRS Tax Identification: **300603052**

"Where Innovation Meets Parent Education"™

Service Quote 12/19/2018

Technology Academy for Parents: Part II

Technical and Professional Development

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

Description of services to be rendered:

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

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

Service Requested by: Robyn Clemente Principal, Nicolas Junior High School 714-447-7775
Robyn_Clemente@myfsd.org

Outreach services to be provided by PEBSAF include:

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

Special Requirements:

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

Technology Academy for Parents: Part II

Nicolas Junior High School

Technical and Professional Development

Service Requested by: *Robyn Clemente Principal, Nicolas Junior High School 714-447-7775*
Robyn_Clemente@myfsd.org

	<i>Technology Academy for Parents</i>	Date	Time
1	Practical use of the internet to help your child succeed in school	2/4/2019	8:30 A.M.
2	Cyber-safety and the good use of the internet	2/15/2019	8:30 A.M.
3	Understanding social media and the impact on the children	2/25/2019	8:30 A.M.
4	Google translate/Docs: A communication tool for English Learners	3/4/2019	8:30 A.M.
5	Communicating via email with teachers and school personnel	3/11/2019	8:30 A.M.
6	Google Calendar: Prioritize homework and projects	3/18/2019	8:30 A.M.
7	Google Docs: Creating a resumé	4/1/2019	8:30 A.M.
8	Research class project: How to prepare get a better job	4/8/2019	8:30 A.M.
9	Research: GED, interviewing techniques, dress for success	4/15/2019	8:30 A.M.
10	Presentation of class project by parents Parent Graduation Ceremony and Computer Raffle!	4/22/2019	8:30 A.M.

Authorized School Signature: _____

Date: _____

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR CHILD DEVELOPMENT SERVICES STAFF TO ATTEND OPAL SCHOOL SUMMER SYMPOSIUM IN PORTLAND, OREGON, FROM JUNE 19-21, 2019**

Background: Portland Children’s Museum hosts the Opal School Summer Symposium, which is designed for all educators committed to recognizing, celebrating, and extending the creative and cognitive capacities of children. Opal School is a public preschool – 5th grade school located within the Portland Children’s Museum.

Rationale: This year’s Symposium, Growing Changemakers, focuses on creating schools where innovation and experimentation flourish through synthesis, dialogue, materials exploration, as well as the role of aesthetic dimension in supporting inquiry, transdisciplinary thinking, and participatory democracy to reinforce tangible outcomes in developmental domains.

Fullerton School District Child Development programs are viewed as exemplary by child early learning professionals statewide and beyond. Child Development Services will send two staff members to the symposium, and in collaboration with colleageaues attending from Orange County, will provide professional development to staff.

Funding: Cost is not to exceed \$3,500 and is to be paid from Child Development budget (#082).

Recommendation: Approve out-of-state conference for Child Development Services staff to attend Opal School Summer Symposium in Portland, Oregon, from June 19-21, 2019.

EF:MC:ln

CONSENT ITEM

DATE: January 22, 2019

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

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

PREPARED BY: Trang Lai, Director, Educational Services

SUBJECT: **APPROVE/RATIFY LICENSE AND SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) TO PROVIDE SUPPORT AND TRAINING FOR THE IMPLEMENTATION AND EVALUATION FOR THE AVID PROGRAM AT WOODCREST SCHOOL AND NICOLAS JUNIOR HIGH SCHOOL FROM JULY 1, 2018 TO JUNE 30, 2019**

Background: Advancement Via Individual determination (AVID) is a college readiness system for elementary through higher education that is designed to increase schoolwide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. The AVID Agreement was administered through Orange County Department of Education and has shifted to the District. Woodcrest School and Nicolas Junior High School are the Fullerton School District schools that will benefit from these services. Nicolas has been participating in AVID for the past twelve years.

Rationale: Although AVID serves all students, the AVID elective focuses on the least served students in the academic middle. The formula is that if the school raises expectations of the students with the AVID support system in place, the students will rise to the challenge.

Funding: Cost is not to exceed \$12,377 for participating school sites with \$4,425 to be paid from the Nicolas JHS site budget (#302) and \$7,952 from the Woodcrest Title I budget (#212).

Recommendation: Approve/Ratify License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation for the AVID Program at Woodcrest School and Nicolas Junior High School from July 1, 2018 to June 30, 2019.

EF:TL:ts
Attachment

AVID Center Quote



Quote #: Q-00131
 1401 W Valencia Dr
 Fullerton, CA 92833
 Quote Prepared For:
 Fullerton School District

AVID Representative: Shonnel Oson
 Phone: 4773
 Email: soson@avid.org

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID District Leadership Year 1	\$4,000.00	\$4,000.00
District Products SUBTOTAL:			\$4,000.00

Woodcrest Elementary School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$2,925.00	\$2,925.00
1	AVID Weekly Elementary	\$550.00	\$0.00
1	Elementary Curriculum Set	\$875.00	\$875.00
1	Shipping & Handling	\$75.00	\$75.00
1	Elementary Digital Library Set - 4 Licenses	\$300.00	\$0.00
Woodcrest Elementary School SUBTOTAL:			\$3,875.00

Nicolas Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$535.00
Nicolas Junior High School SUBTOTAL:			\$4,434.00
Tax			\$67.82

TOTAL:	\$12,376.82
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Additional Comments:

2018 - 2019 Fullerton School District Drafted: 12/28/2018

N/A

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement (“Agreement”) is entered into by and between AVID Center, a California non-profit corporation (“AVID Center”) and Fullerton School District (“Client”).

Article I. Definitions

1.1. AVID College Readiness System Services and Products Agreement (“Agreement”): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client’s implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4. AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5. AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6. AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. Service and Product Exhibits: The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. Payment Terms: The terms of when payment is due as listed in this Agreement.

1.9. Quote: The order document that is fully incorporated into this Agreement.

Article II. Period of Agreement

2.1. Term: The Term (“Term”) of this Agreement shall be July 01, 2018 to June 30, 2019 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1. Copyright License: Subject to Client’s performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center’s prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted

in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such

individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1. Quotes—Invoicing and Payment: AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

Article V. Status of Parties

5.1. Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2. Client Authority: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to

enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this

Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

8.9. Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 AVID Secondary Membership/Curriculum: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of AVID Standard Terms and Conditions.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the AVID Standard Terms and Conditions.

(b) **AVID Center Support for Secondary:** AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;

- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
 - Access to the resources available through the password-protected MyAVID portal website;
 - Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
 - Review the quality of implementation through the certification processes;
 - Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
 - Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
 - Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.
- (c) **AVID Reports:** AVID Center agrees to provide Client with access to reports on AVID data collected by Client.
- (d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.
- (e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.
- (g) **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.
- (h) **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.
- (i) **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.
- (j) **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.
- (k) **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.
- (l) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.
- (m) **Curriculum Library:** To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use an AVID Secondary library only at the AVID Member Sites for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID

Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.

- (n) **Curriculum Shipment(s):** If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the “Requested Delivery Date”. Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center’s receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client’s convenience only. AVID Center’s collection and Client’s provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

9.2 AVID Elementary Membership/Curriculum: “AVID Members” or “AVID Member Sites” are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites’ AVID College Readiness System pursuant to the provisions of this Exhibit.

(b) **AVID Center Support for AVID Elementary:** AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- Access to coaching visits for implementation guidance;
- AVID Center technical assistance for the District Director;

- Coordination with Client’s District Director to collect, report, and analyze data from AVID Member Sites;

- Permission to use the AVID Trademarks as described in the AVID Standard Terms and Conditions;

- Elementary AVID Weekly for each AVID Member Site listed on the Quote as implementing the Elementary program; and

- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

(c) **AVID Reports:** AVID Center agrees to provide Client with reports on AVID data collected by Client.

(d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the implementation strands appropriate for their level of implementation (i.e. Elementary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

(e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites’ implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

(f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client’s AVID program according to the pricing schedule set forth on the Quote.

(g) **AVID Elementary Methodology:** AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

(h) **AVID Elementary Staff Training:** Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute.

(i) **AVID Summer Institute:** All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

(j) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided

in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

(k) Curriculum Library: To ensure proper implementation of AVID Elementary, Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site newly implementing AVID Elementary, as listed on the Quote. Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

(l) Curriculum Shipment(s): If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client, if provided. Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

**AVID Center,
a California Non-Profit Corporation
501(c)(3)**

Fullerton School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

**AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594**

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Director, Student Support Services
SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ST. JUDE NEIGHBORHOOD HEALTH CENTERS FOR PREVENTATIVE DENTAL SERVICES EFFECTIVE JANUARY 23, 2019 THROUGH JUNE 30, 2023**

Background: This agenda item provides for agreement for mobile clinic dental care services provided by St. Jude Neighborhood Health Centers. Participating schools are Acacia, Beechwood, Commonwealth, Fern Drive, Golden Hill, Hermosa Drive, Laguna Road, Maple, Orangethorpe, Pacific Drive, Raymond, Richman, Robert C. Fidler, Rolling Hills, Sunset Lane, Valencia Park and Woodcrest.

Rationale: The District is very fortunate to have St. Jude Neighborhood Health Centers provide support in the area of preventative dental services for the students in the District. Participating schools receive free dental education, basic treatments, exams and cleanings, as well as care coordination for ongoing dental care.

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

Recommendation: Approve Agreement between Fullerton School District and St. Jude Neighborhood Health Centers for preventative dental services effective January 23, 2019 through June 30, 2023.

EF:RG:vm
Attachment

Mobile Dental Care
Services Agreement

FULLERTON SCHOOL DISTRICT

AND

ST. JUDE NEIGHBORHOOD HEALTH CENTERS

THIS MOBILE DENTAL CARE SERVICES AGREEMENT (the "Agreement") is made and entered into as of January 23, 2019 by and between the FULLERTON SCHOOL DISTRICT, (hereinafter referred to as the "District") and ST. JUDE NEIGHBORHOOD HEALTH CENTERS, a state licensed community health center, with reference to the following facts:

- A. The District is the owner and operator of multiple schools serving students in pre-school through grade eight;
- B. ST. JUDE NEIGHBORHOOD HEALTH CENTERS is a Federally Qualified Health Center ("FQHC") under Section 1905 of the Social Security Act, Section 330, exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code, whose scope of services includes providing preventive dental services to the uninsured and low-income populations regardless of age, gender, race or ability to pay;
- C. ST. JUDE NEIGHBORHOOD HEALTH CENTERS provides healthcare services in its federally-approved service area through its employees and contractors at its fixed community clinic location and mobile clinics which are licensed by the California Department of Public Health;
- D. ST. JUDE NEIGHBORHOOD HEALTH CENTERS operates a dental outreach program at various school districts in or around Orange County, California, to provide preventive dental services which include, but are not limited to: oral health and nutrition education, dental screenings, examinations, digital x-rays, oral prophylaxis, fluoride varnish application, dental sealants and dental service referrals for untreated dental disease (the "Dental Care Services") using a special purpose commercial coach designed and outfitted to provide comprehensive dental services (the "Mobile Clinic" or "Mobile Clinics");
- E. ST. JUDE NEIGHBORHOOD HEALTH CENTERS wishes to utilize street parking and/or designated school parking at participating schools within FULLERTON SCHOOL DISTRICT schools ("Schools"). Mobile Clinic will park in designated areas in order to offer dental care services for children.
- F. District desires to allow ST. JUDE NEIGHBORHOOD HEALTH CENTERS to utilize the street parking areas in front of the Schools for ST. JUDE NEIGHBORHOOD HEALTH CENTERS to park a Mobile Clinic in the community for a limited time.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall commence on the date set forth above and will continue until June 30, 2023. Additionally, either party may terminate this Agreement at any time with 30 days' written notice of termination to the other party. This Agreement shall immediately terminate upon the occurrence of any of the following: (a) in the event funding for ST. JUDE NEIGHBORHOOD HEALTH CENTERS is no longer available; (b) upon the modification of State or federal regulations related to FQHC's providing preventive dental services; or (c) the receipt by either party of any notice, decree, opinion, ruling, law or regulation that indicates that any aspect of this Agreement is unlawful.

2. Mobile Clinic Dental Care Services.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall provide the Mobile Clinic Dental Care Services as set forth in the ST. JUDE NEIGHBORHOOD HEALTH CENTERS Goals and Objectives described in Exhibit A. The services shall be provided in a Mobile Clinic provided by Healthy Smiles for Kids of Orange County (Healthy Smiles). It shall be parked in an area designated by the Schools. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall commence rendering services on the date as agreed upon in writing by the parties, pursuant to the schedule referenced in this Agreement. All Dental Care Services shall be at the sole cost and expense of ST. JUDE NEIGHBORHOOD HEALTH CENTERS.

3. ST. JUDE NEIGHBORHOOD HEALTH CENTERS' Staffing.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS' sub-contractor, Healthy Smiles, will provide qualified professional staff that shall hold appropriate licenses and certificates, as applicable, for the provision of services hereunder.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall work with Healthy Smiles to designate one individual to serve as the Prevention Supervisor of the Mobile Clinic Dental Care Services. The Prevention Supervisor shall be responsible for administrative matters relating to the provision of Dental Care Services in the Mobile Clinics.

Only licensed dentists and registered dental assistants/hygienists shall provide Dental Care Services in the Mobile Clinic and shall be under the overall supervision of ST. JUDE NEIGHBORHOOD HEALTH CENTERS' Dental Director. Educators will assist with scheduling appointments and dental education for parents and children.

4. ST. JUDE NEIGHBORHOOD HEALTH CENTERS Mobile Clinic Dental Care Services.

The ST. JUDE NEIGHBORHOOD HEALTH CENTERS Dental Care Services provided under this Agreement will be provided in a special purpose commercial coach designed and outfitted to provide comprehensive dental services.

The Dental Care Services being provided by ST. JUDE NEIGHBORHOOD HEALTH CENTERS under this Agreement shall be limited to services necessary in direct

support of dental care rendered at the Mobile Clinic and shall not replace the functions of regular dental visits.

The Dental Care Services being provided will be for the children in the District. All Dental Care Services shall be provided by prior appointment made by a child's parent or guardian with ST. JUDE NEIGHBORHOOD HEALTH CENTERS. Prior to providing Dental Care Services, ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall require written consent from a parent or legal guardian of the child on ST. JUDE NEIGHBORHOOD HEALTH CENTERS' Parent/Guardian Consent Form. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall maintain such consent in its records.

The Mobile Clinic shall be located in the school parking area as specified by Schools identified in Exhibit B. ST. JUDE NEIGHBORHOOD HEALTH CENTERS and the District shall agree to a schedule which may change from time to time as mutually agreed upon in writing by the parties. The District makes no representations to ST. JUDE NEIGHBORHOOD HEALTH CENTERS that the schools selected by ST. JUDE NEIGHBORHOOD HEALTH CENTERS are appropriate for the provision of the Dental Care Services of the Mobile Clinic. Restrooms will be available on the school site for children only.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall provide documentation to the California Department of Health Services, the fire department, or other government or city/county agency, if and as required, in order to provide the Dental Care Services in the Mobile Clinic.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS operates the Mobile Clinic through a contractor arrangement with Healthy Smiles for Kids of Orange County. District acknowledges that it has no rights to such name or names.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall have sole and absolute discretion, authority, control and responsibility for the Dental Care Services provided in the Mobile Clinic. District is merely providing the location for the operation of the Mobile Clinic.

5. Independent Contractors.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS is at all times acting and performing Dental Care Services as an independent contractor. ST. JUDE NEIGHBORHOOD HEALTH CENTERS understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which Districts' employees are normally entitled, including, but not limited to State Unemployment Compensation or workers' compensation. ST. JUDE NEIGHBORHOOD HEALTH CENTERS assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement.

The District shall neither have nor exercise any control or direction over ST. JUDE NEIGHBORHOOD HEALTH CENTERS or its employees in the performance of the Services under this Agreement.

6. Billing.

The Dental Care Services are to be delivered to children in the community at no charge to the District. The District shall not provide any billing or collection services. Any payment for Dental Care Services, if applicable, shall be solely between ST. JUDE NEIGHBORHOOD HEALTH CENTERS and the child's parent and/or guardian.

7. Indemnification.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS agrees to and does hereby indemnify, hold harmless, and defend the District and its Governing Board, officers, and employees from every claim or demand made and every liability, loss, damage, or expense which may be incurred by reason of the negligence or willful misconduct of ST. JUDE NEIGHBORHOOD HEALTH CENTERS in the performance of the Dental Care Services pursuant to this Agreement.

8. Insurance.

Prior to commencement of providing the Dental Care Services in the Mobile Clinics, ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall present to the District evidence of insurance with respect to general liability, workers' compensation, sexual abuse and molestation, and medical/dental malpractice.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall maintain general liability coverage at minimum limits of \$1,000,000 per claim/occurrence. ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall maintain malpractice insurance, or Federal Tort Claims Act program participation, at minimum limits of \$1,000,000/\$3,000,000 per claim/annual aggregate.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS, or its subcontractor if utilizing a subleased Mobile Clinic, shall maintain auto liability insurance at a minimum limit of \$1,000,000 per claim/occurrence.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall maintain the foregoing insurance, naming the District as an additional insured, in effect at all times during the term of this Agreement, and shall provide the District with certified policy endorsement(s). The District will be notified at least thirty (30) days prior to cancellation, non-renewal, or material change of policy.

9. Reasonable Efforts to Provide Services

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall use reasonable efforts to provide Dental Care Services in accordance with the Agreement and to provide the Dental Care Services according to the schedule agreed to between the parties. Notwithstanding the foregoing, ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall not be liable to District for failure to provide Dental Care Services hereunder or in accordance with such schedule.

10. Assignment and Delegation.

Neither party shall assign any rights or delegate any duties hereunder without the prior written consent of the other party; provided, however, that ST. JUDE NEIGHBORHOOD HEALTH CENTERS may subcontract its services hereunder to Healthy Smiles.

11. Dental Records.

All dental records shall be provided to the parents by ST. JUDE NEIGHBORHOOD HEALTH CENTERS and any and all dental records and charts of Mobile Clinic patients shall be and remain the property of ST. JUDE NEIGHBORHOOD HEALTH CENTERS. ST. JUDE NEIGHBORHOOD HEALTH CENTERS and each of its employees, agents and consultants shall comply with all applicable laws regarding the confidentiality of patient information including, but not limited to, the regulations under the Health Information Portability and Accountability Act ("HIPAA").

12. Nondiscrimination.

ST. JUDE NEIGHBORHOOD HEALTH CENTERS shall not discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment, in the operation of its Mobile Clinics or in the provision of Services pursuant to this Agreement.

13. Attorneys' Fees.

In the event that a dispute arises with respect to the terms of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

14. Furnishings, Equipment or Supplies.

Upon termination of this Agreement, the Mobile Clinics and any furnishings, equipment, or supplies shall remain under the exclusive ownership and control of ST. JUDE NEIGHBORHOOD HEALTH CENTERS or, if applicable, its subcontractor or cooperative partner.

15. Notices.

Any notice required or permitted by any party shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered return receipt requested, to the following addresses:

If to the District:
Fullerton School District
1401 W. Valencia Dr.
Fullerton, CA 92833
Attn: Superintendent

If to ST. JUDE NEIGHBORHOOD HEALTH CENTERS:
St. Jude Neighborhood Health Centers
731 S. Highland Avenue
Fullerton, CA 92832
Attn: Timothy J. Brown
Executive Director

If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this section, such notice shall be effective as of the third day (excluding Sundays and holidays) after mailing. Either party may change its address indicated above by giving notice of such change to the other party in the manner specified in this section.

16. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto and their respective successors or permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

17. Entire Agreement: Amendment.

This Agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations and agreements between the parties respecting the subject matter hereof. This Agreement may not be amended or modified, except by written instrument signed by both parties. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Orange County, California.

FULLERTON SCHOOL DISTRICT

ST. JUDE NEIGHBORHOOD HEALTH CENTERS

By _____
Dr. Robert Pletka
Superintendent

By _____
Timothy J. Brown,
Executive Director

Date: _____

Date: _____

Exhibit A

MOBILE CLINIC DENTAL CARE SERVICES

GOALS AND OBJECTIVES

Goal:

The goal of the Mobile Clinic Dental Care Services program is to provide oral health care services to children and adolescents who are at high risk for dental disease. The mobile clinic allows children to gain greater access to dental care in the environment of their school and/or community.

Objectives:

Provide preventative oral health services to children at schools and at community sites with the objective of increasing utilization of the dental health care system.

Preventative oral health services as consented to by the child's parent or legal guardian will include but are not limited to the following procedures:

- Visual dental exams provided by a licensed dentist.
- Fluoride varnish.
- Prophylaxis (Cleaning and Polish)
- Sealants.

Increase awareness of oral health disease and self-management interventions to promote oral health through education with the following foci:

- Disease epidemiology.
- Oral hygiene.
- Impact of substances (i.e. tobacco) on oral health.
- Nutrition.
- Routine dental care.

Provide community dental resource information to child's parent or legal guardian with linkage as needed to a dental home.

EXHIBIT B

LIST OF SCHOOLS PARTICIPATING

Acacia Elementary

Beechwood School

Commonwealth Elementary

Fern Drive Elementary

Golden Hill Elementary

Hermosa Drive Elementary

Laguna Road Elementary

Maple Elementary

Orangethorpe Elementary

Pacific Drive Elementary

Raymond Elementary

Richman Elementary

Robert C. Fisler School

Rolling Hills Elementary

Sunset Lane Elementary

Valencia Park Elementary

Woodcrest Elementary

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Anthony Abney, Principal, Maple School
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR MAPLE STAFF TO ATTEND THE TEACHERS COLLEGE READING INSTITUTE AT COLUMBIA UNIVERSITY, NEW YORK, FROM JUNE 24-28, 2019**

Background: Maple School has made significant investments to increase high-quality Tier 1 and Tier 2 instruction in reading and writing through our Balanced Literacy program. Reading Workshop implementation is the cornerstone of our plan to personalize reading instruction and build a love of reading in all of our students. Reading Workshop focuses on the goal of building lifelong readers. The principal and Cotsen Mentor have taken ALL staff through Reading Workshop teaching reflection cycles, in which the principal/mentor observes, provides feedback, and reflects on the lesson with the teacher. Maple has also invested significantly to create robust leveled libraries in each classroom to augment Reading Workshop.

The Teachers College Reading Institute will build on our teachers' current knowledge of Reading Workshop and take their implementation to the next level. Attendees will receive explicit instruction in Workshop pedagogy and how to build Units of Study tailored to their students' needs and interests.

Rationale: By sending five teachers to the Teachers College Reading Institute at Teachers College, Maple will be solidifying the principal-provided professional development strategically implemented all year as well as expanding each teacher's ability to effectively deliver engaging, relevant Tier 1 and Tier 2 literacy instruction.

Funding: Cost is not to exceed \$13,250 to be paid from site and Cotsen funds. There will be no substitute requirements.

Recommendation: Approve out-of-state conference attendance for Maple staff to attend the Teachers College Reading Institute at Columbia University, New York, from June 24-28, 2019.

EF:AA:nm

CONSENT ITEM

DATE: January 22, 2019

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

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

PREPARED BY: Anthony Abney, Principal, Maple School

SUBJECT: APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION (PEBSAF) TO PROVIDE ONGOING TRAINING FOR PARENT TECHNOLOGY CLASSES AT MAPLE SCHOOL EFFECTIVE MARCH 7, 2019 THROUGH MAY 16, 2019

Background: Maple School is proud to partner with PEBSAF for computer literacy training for our parents and community members. Last year, Maple offered the first computer literacy 10-week course with great success; this year, we are planning to implement the advanced section. Maple is the first and only school in Fullerton School District to implement our iPad Take-Home Program (VIP Plus) to all students (TK-6). Computer literacy for our parents and community members will enhance our iPad Take-Home program by giving parents the skills to assist, guide, and protect students while learning in 21st Century formats.

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

Funding: Total cost not to exceed \$3,990 and is to be paid from site Title I budget (#212).

Recommendation: Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) to provide ongoing training for parent technology classes at Maple School effective March 7, 2019 through May 16, 2019.

EF:AA:nm
Attachment



Parent Education Bridge for Student Achievement Foundation

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

IRS Tax Identification: 300603052

"Where Innovation Meets Parent Education"™

Service Quote 11/27/2018

Technology Academy for Parents: Part II

Technical and Professional Development

This agreement is entered between **Parent Education Bridge for Student Achievement Foundation (PEBSAF.ORG)**, and Maple Elementary School located at 244 E Valencia Dr, Fullerton, CA 92832-2440 · (714) 447-7590

Description of services to be rendered:

*Parent Education Bridge for Student Achievement Foundation will present **10 Technology Academy for Parents (Part II) sessions in Spanish** for a total fee-for-service of **\$ 3,990**.*

- The class will be presented by one instructor and one assistant. Each session will last 2 hours.
PEBSAF will assist the school in promoting and inviting (**outreach**) parents to the workshop sessions.
During the Parent Graduation Ceremony, a refurbished chrome book will be raffle.
- School will provide translation services, if necessary.
- School will provide computers, Internet connectivity and a printer.
- **Important:** School will provide a Purchase Order prior to the first workshop to be presented.

Service Requested by: Anthony Abney, Principal Email: anthony_abney@myfsd.org

Maple Elementary School

(714) 447-7590 Twitter: @PrincipalMaple maple.fullertonsd.org

Technology Academy for Parents: Part II

Maple Elementary School

Technical and Professional Development

Service Requested by: Anthony Abney, Principal Email: anthony_abney@myfsd.org
Maple Elementary School
(714) 447-7590 Twitter: @PrincipalMaple maple.fullertonsd.org

	<i>Technology Academy for Parents (Part II)</i>	Date	Time
1	Practical use of the internet to help your child succeed in school	3/7/2019	8:15 – 10:15 A.M.
2	Cyber-safety and the good use of the internet	3/14/2019	8:15 – 10:15 A.M.
3	Understanding social media and the impact on the children	3/21/2019	8:15 – 10:15 A.M.
4	Google translate/Docs: A communication tool for English Learners	4/4/2019	8:15 – 10:15 A.M.
5	Communicating via email with teachers and school personnel	4/11/2019	8:15 – 10:15 A.M.
6	Google Calendar: Prioritize homework and projects	4/18/2019	8:15 – 10:15 A.M.
7	Google Docs: Creating a resumé	4/25/2019	8:15 – 10:15 A.M.
8	Research class project: How to prepare get a better job	5/2/2019	8:15 – 10:15 A.M.
9	Research: GED, interviewing techniques, dress for success	5/9/2019	8:15 – 10:15 A.M.
10	Presentation of class project by parents Parent Graduation Ceremony and Computer Raffle!	5/16/2019	8:15 – 10:15 A.M.

Authorized School Signature: _____

Date: _____

CONSENT ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENTS

Background: Costs incurred by classified employees due to class or workshop attendance are reimbursed pursuant to CSEA contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.

Cindy Ramirez – Course Taken at Fullerton College:
English 103HF Honors Critical Reason and Writing
Nutrition 210F Human Nutrition
Psychology 101HF Honors General Psychology
Total amount payable \$186.33

Jeanne Anne Hoffa – Course Taken at California State University Fullerton and Fullerton College:
CDES 120 Child Development Education
CDES 261F Intro to Elementary Classroom Teaching
CDES 261LF Intro to Elementary Classroom Teaching:OB
Total amount payable \$438.60

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employee. Acceptable proof of incurred costs and program completion are also required and verified by Classified Personnel.

Funding: Employee reimbursements are funded from the District's Classified Employees' Tuition Reimbursement (Unrestricted General Fund) for the 2018/2019 fiscal year. \$5,000.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursements.

CH:CL:y

CONSENT ITEM

DATE: January 22, 2019

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

FROM: Wes Kriesel, Interim Chief Technology Officer & Director, Innovation and Instructional Support

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR PABLO DIAZ AND WES KRIESEL FROM INNOVATION & INSTRUCTIONAL SUPPORT TO ATTEND THE INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION (ISTE) CONFERENCE IN PHILADELPHIA, PENNSYLVANIA FROM JUNE 23 – 26, 2019**

Background: The International Society for Technology in Education (ISTE) Conference is globally recognized, as the most comprehensive educational technology conference of its kind. The event offers a myriad of professional learning opportunities for education leaders. Attendees have an opportunity to participate in a wide variety of educational sessions and hands-on learning environments while learning new strategies and gain exposure to relevant topics and trends in educational technology.

Rationale: Out-of-state conferences need to be approved by the Board.

Funding: Cost not to exceed \$5,900 from the Innovation & Instructional Support budget (#409).

Recommendation: Approve out-of-state conference attendance for Pablo Diaz and Wes Kriesel from Innovation & Instructional Support to attend the International Society for Technology in Education (ISTE) Conference in Philadelphia, Pennsylvania from June 23 – 26, 2019.

WK:kv

CONSENT ITEM

DATE: January 22, 2019

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

FROM: Wes Kriesel, Interim Chief Technology Officer and Director, Innovation and Instructional Support

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

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FORTNET SECURITY, INC. BEGINNING JULY 1, 2019 THROUGH SEPTEMBER 30, 2022 FOR THE PURCHASE OF A NETWORK FIREWALL**

Background: Fullerton School District (FSD) wants to purchase a new network wide firewall with eRate matching funds for the District Office that will cover all elementary school sites as well. The current firewall is 5 years old and is coming to end of life. Through a competitive bidding process, FSD has determined that Fortnet Security, Inc. (FSI) is the most competitive bidder with regards to price.

Rationale: The equipment is crucial to provide security for District's network. The new firewall will be fast and provide better protection than the one currently in use.

Funding: The total cost for this agreement beginning July 1, 2019 and ending September 30, 2022 is \$ **73,763.01** and 80% of the cost will be covered by eRate funding. The District will only be billed for the non-funded portion. The contract is completely dependent on eRate funding approval and the Districts ability to pay at the time of purchase. If the District is denied eRate funding or lacks matching funds at the time of purchase, the contract is null and void and nothing will be owed by the FSD. The balance of the non-funded portion will be paid from the Innovation and Instructional Support, budget #409.

Recommendation: Approve Agreement between Fullerton School District and Fortnet Security, Inc. beginning July 1, 2019 through September 30, 2022 for the purchase of a network firewall.

WK:SR:kv
Attachment

February 1, 2019

FSi Inc. (Fortnet Security, Inc.)
7411 Carnoustie Court
Gilroy, CA 95020
ATTN: Louis Bisbiglia
SPIN: 143036663
CMAS: 3-18-70-3039B

Dear: Mr. Bisbiglia

This letter will confirm our decision to purchase one Palo Alto Firewall appliance as described in your bid dated November 26, 2018 to the Fullerton School District in the amount of **\$73,763.01** from your company during the next E-rate funding year (07/01/2018 to 09/30/2022) as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s), will be dependent upon the following conditions:

1. Final budget approval of project.
2. The current fiscal condition and the ability of the Fullerton School District to have matching funding at the time E-rate funding is procured.
3. Agreement confirmation on the March 8th regular school board meeting.
4. Award of associated E-rate funding.
5. The Fullerton School District will only be billed for the non discounted portion of the equipment and installation.

To accept these terms and conditions, please sign below and return by fax to **714-447-2819**.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with **FSi (Fortnet Security, Inc)** on this project.

Sincerely,

Fullerton School District
1401 Valencia Drive
Fullerton, CA 92833

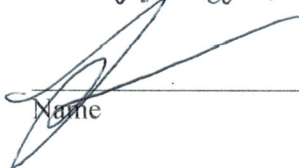
Robert Pletka
Title: Superintendent

Name

Date

FSi (Fortnet Security, Inc.)
7411 Carnoustie Court
Gilroy, CA 95020

Print Name: *Louis Bisbiglia*
Title: *V.P. Sales*



Name

1/11/19

Date

CONSENT ITEM

DATE: January 22, 2019

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

FROM: Wes Kriesel, Interim Chief Technology Officer and Director, Innovation and Instructional Support

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

SUBJECT: APPROVE THE USE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT NUMBER 3-18-70-3039B (FSI - FORTNET SECURITY, INC.) FOR THE PURCHASE OF A NETWORK FIREWALL

Background: District wants to purchase a new internet firewall appliance.

Rationale: The current internet firewall is 5 years old and is nearing end of life. The new firewall will also be faster and more reliable.

Funding: The total cost is \$73,763.01 with 80% being paid for by eRate. The remaining amount will be paid from the Innovation and Instructional Support budget #409.

Recommendation: Approve the use of California Multiple Award Schedule (CMAS) Contract number 3-18-70-3039B (FSI – Fortnet Security, Inc.) for the purchase of a network firewall.

WK:SR:kv
Attachment

State of California
MULTIPLE AWARD SCHEDULE

FSI – Fortnet Security Inc.
(Formerly Fortnet Security, Inc)

CMAS NUMBER:	3-18-70-3039B
CMAS TERM DATES:	5/29/2018 through 6/26/2022
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0511T
BASE SCHEDULE HOLDER:	EC America, Inc.

This CMAS provides for the purchase and warranty of hardware, software, and hardware maintenance. (See page 2 for the specific brand and restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

ANY REFERENCE TO A SPECIFIC MANUFACTURER'S OR PUBLISHER'S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE EC AMERICA , INC. GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS.

The services provided under this CMAS are only in support of the products covered by this CMAS.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated March 15, 2018.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Original Signature On File Effective Date: **5/29/2018**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FSI – FORTNET SECURITY INC.
CMAS NO. 3-18-70-3039B**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FSI – FORTNET SECURITY INC.
CMAS NO. 3-18-70-3039B**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Palo Alto Networks
Firewall-Network Security
Security-IT Network

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this CMAS:

Palo Alto Networks

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Hardware repair, software maintenance, continuous diagnostics and mitigation tools, training courses, Information Technology (IT) consulting services, and electronic commerce and subscriptions services are not available under this CMAS.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0511T (EC AMERICA, INC.) with a GSA term of 6/27/2007 through 6/26/2022 including modification 3296.

Replace “EC America, Inc.” with “FSI – Fortnet Security Inc.” where “EC America, Inc.” is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed, faxed, or emailed to the following:

**FSI – Fortnet Security Inc.
7411 Carnoustie Court
Gilroy, CA 95020
Attn: Brij Patel**

**Fax: (408) 519-6552
E-mail: brij@fsi.tech**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Brij Patel
Phone: (408) 907-4157 ext. 101
E-mail: brij@fsi.tech**

CALIFORNIA SELLER’S PERMIT

FSI – Fortnet Security Inc.’s California Seller’s Permit No. is 100211738. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency’s Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Information Technology Goods and Services:
\$500,000

No CMAS order may be executed by a State agency that exceeds that agency’s purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at:
www.dgs.ca.gov/pd/Programs/Delegated.aspx.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FSI – FORTNET SECURITY INC.
CMAS NO. 3-18-70-3039B**

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select “Find a CMAS Contractor.”
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

Ordering Instructions and Special Provisions

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

3. Multiple CMAS Agreements on a Single Purchase Order

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FSI – FORTNET SECURITY INC.
CMAS NO. 3-18-70-3039B**

Agencies wishing to include multiple CMAS(s) on a single FI\$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word “CMAS” in the space usually reserved for the contract number. On Std. 65’s, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number “4” and an Information Technology CMAS begins with the number “3.” The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency’s Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI\$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI\$Cal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

FSI – Fortnet Security Inc. is a large certified small business enterprise. Their Office of Small Business and DVBE Services (OSDS) certification #1715680 expires on 7/31/2019.

If this certification has expired, the current expiration date for this company’s certification should be verified at : caleprocure.ca.gov/pages/index.aspx or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select “Find a CMAS Contractor”.

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
FSI – FORTNET SECURITY INC.
CMAS NO. 3-18-70-3039B**

useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards. Ordering Instructions and Special Provisions

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

Information for submitting a STD 152 can be found on the DGS OFAM surplus property website:
www.dgs.ca.gov/ofam/Programs/StSurplus/Reutilization/CSPS.aspx

Information on the CALPIA E-Waste Program can be found at:
www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

The E-Waste Exemption Request Form EWR-F029 can be found at:
www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

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The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

		<u>Submission</u>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid</u>
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OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.

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6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE
CMAS**

Ordering Instructions and Special Provisions

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND
CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

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The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase

orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in

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advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

FSI – Fortnet Security Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 37110).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS \$Mart State Financial Marketplace. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.

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- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and Ordering Instructions and Special Provisions

mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with

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Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed “Federal Debarment” certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division’s ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922
TTY: 1-800-735-2929

ATTACHMENT B CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____ Reporting Calendar Year: _____ Revision
 CMAS Number: _____ Reporting Quarter: Q1 (Jan-Mar)
 For Questions Regarding This Report Contact: Q2 (Apr-Jun)
 Name: _____ Q3 (Jul-Sep)
 Phone Number: _____ Q4 (Oct-Dec)
 E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES						
State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/BS): \$ _____
 Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

DISCUSSION/ACTION ITEM

DATE: January 22, 2019

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

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

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

SUBJECT: **ADOPT RESOLUTION #18/19-13 FOR THE ADOPTION OF A PREQUALIFICATION QUESTIONNAIRE AND UNIFORM SYSTEM OF RATING PURSUANT TO PUBLIC CONTRACT CODE SECTION 20111.6**

Background: Public Contract Code section 20111.6 requires the governing board of a school district to prequalify prime bidders and specific electrical, mechanical, and plumbing subcontractors for construction contracts (projects) awarded on or after January 1, 2014, if (1) the contract involves a projected expenditure of \$1,000,000 or more, and (2) the project is funded, in whole or in part, with State bond funds. Mandatory contractor prequalification must include the submission of a standardized prequalification questionnaire and financial statement verified under oath, and a system for rating the bidders on the basis of the questionnaire and financial statement, which include issues covered by the model guidelines developed by the Department of Industrial Relations (DIR).

Rationale: Prequalification is a process for determining in advance whether a contractor is qualified to submit a bid for projects that require prequalification pursuant to Public Contract Code section 20111.6. A prequalification procedure will assist the District in its attempt to meet the following objectives:

- Limit bidding to qualified bidders.
- Evaluation of contractor financial competence and public works experience.

Funding: Not applicable.

Recommendation: Adopt Resolution #18/19-13 for the adoption of a prequalification questionnaire and uniform system of rating pursuant to Public Contract Code section 20111.6.

RC:MM:gs
Attachment

FULLERTON SCHOOL DISTRICT

ADOPT RESOLUTION #18/19-13

**APPROVE PREQUALIFICATION OF DOCUMENTS PURSUANT TO
PUBLIC CONTRACT CODE SECTION 20111.6**

WHEREAS, for construction contracts awarded on or after January 1, 2014, Public Contract Code section 20111.6 requires the governing board of a school district with an average daily attendance over two thousand five hundred (2,500) to prequalify bidders for public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future State school bond for a public project with a projected expenditure of one million dollars (\$1,000,000) or more; and

WHEREAS, for purposes of Public Contract Code section 20111.6 and public projects that fall within its purview, bidders shall include the general contractor and, if utilized, all electrical, mechanical, and plumbing subcontractors (licensed pursuant to section 7058 of the Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses); and

WHEREAS, the standardized questionnaire and financial statement in a form specified by the school district (Questionnaire”) is required to include a complete statement of the prospective bidder’s financial ability and experience in performing public works; and

WHEREAS, the Questionnaire and financial statement must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified; and

WHEREAS, the Questionnaire is not a public record and is not to be opened to public inspection; and

WHEREAS, each Questionnaire submitted by a prospective bidder will be scored in accordance with an established point system; and

WHEREAS, Public Contract Code sections 20111.6 requires any school district requiring prospective bidders to complete and submit a Questionnaire to adopt and apply a uniform system of rating bidders on the basis of the completed Questionnaire in order to determine if bidder will be deemed qualified to bid (Uniform System”); and

WHEREAS, a school district may not accept a proposal from any potential bidder who is required to submit a Questionnaire in accordance with Public Contract Code section 20111.6, but has not done so at least ten (10) business days prior to the date fixed upon the public opening of sealed bids, or has not been prequalified by the school district in accordance with Public Contract Code section 20111.6(f) at least five (5) business days prior to the opening of sealed bids; and

WHEREAS, Notwithstanding the foregoing recital, pursuant to Public Contract Code section 20111.6, a school district may establish a process for prequalifying prospective bidders and may authorize their prequalification to be considered valid for up to one (1) calendar year following the date of initial prequalification.

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

Section 1. In accordance with Public Contract Code 20111.6, the Governing Board (Board of Trustees) establishes a prequalification program for construction contracts awarded on or after January 1, 2014, that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future State school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, ("Prequalification Program").

Section 2. The Prequalification Program shall utilize the Questionnaire attached hereto as Exhibit A and incorporated herein.

Section 3. In accordance with Public Contract Code section 20111.6, the District adopts the Uniform System of allocating points set forth in the document attached hereto as Exhibit " with respect to the District's review of any submitted Questionnaires. Any potential bidder who submits a Questionnaire that does not meet the above-referenced criteria set forth in this section shall be considered not qualified and rejected.

Section 4. The Questionnaire shall be completed by any potential bidder in conformance with Public Contract Code section 20111.6.

Section 5. With respect to construction contracts awarded on or after January 1, 2014, that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code Section 17070.10 *et seq.*) or any funds from any future State school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, each prospective bidder must be prequalified in conformance with the Prequalification Program prior to submitting a bid.

Section 6. In submitting any bids for construction contracts awarded on or after January 1, 2014, that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future State school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more, and any future projects that require prequalification of contractors, the District will furnish each prospective bidder a standardized proposal form that when completed and executed, will constitute such potential bidder's bid (Proposal).

Section 7. A Proposal shall not be accepted from any person or other entity for any construction contracts awarded on or after January 1, 2014, that receive funding pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code section 17070.10 *et seq.*) or any funds from any future State school bond and involves a projected expenditure of one million dollars (\$1,000,000) or more who: (1) has not submitted a Questionnaire at least ten (10) business days prior to the date fixed for the public opening of the seal bids for such construction contract in accordance with Public Contract Code section 20111.6(f), or (2) who has not been prequalified for at least five (5) business days prior to the public opening of seal bids for such contract, in accordance with Pubic Contract Code section 20111.6(f).

Section 8. Once prequalified pursuant to this section, such prequalification shall be valid for up to one (1) calendar year following the date of initial prequalification.

Section 9. The Board of Trustees hereby delegates to the District's Superintendent or his designated delegate the authority to determine whether a potential bidder shall be considered prequalified, the authority to hear and oversee prequalification determination appeals, the authority to make revisions to the Questionnaire and Uniform System of allocating points, and the authority to determine which specific projects are subject to prequalification as set forth herein.

PASSED AND ADOPTED as of January 22, 2019, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

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

President of the Board of Trustees
Fullerton School District

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

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

Clerk of the Board of Trustees
Fullerton School District

EXHIBIT A

MODEL PRE-QUALIFICATION QUESTIONNAIRE

CONTACT INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”¹

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”² If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No Contractor is exempt from this requirement, because it has no employees
4. Have you attached your two (2) latest copies of reviewed or audited financial statements with accompanying notes and supplemental information?³
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

² A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁴

Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?
 Yes No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
 Yes No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
 Yes No

⁴ An additional notarized statement from the surety may be requested by *Public Entity* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
 1b. Social security number of company owner. _____
 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three years:

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
-
-

11. Has your firm changed names or license number in the past five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

If "yes," please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

Yes No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:
NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

37. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

EXHIBIT B

**A LIST OF THE SCORABLE
QUESTIONS AND THE SCORING
INSTRUCTIONS**

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions arise in three different areas:

- (I) History of the business and organizational performance;
- (II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and
- (III) Completion of recent projects and quality of performance.

The interview questions (interviews by the public agency of project managers on projects completed recently by the contractor) are included in group III. In a pre-qualification procedure for a single project, this last category would also include a scoring of the number of recently completed projects that are similar to the project on which pre-qualification is at issue. However, scoring linked to the similarity of past projects would **probably not be possible or useful** if the public agency as part of a procedure to pre-qualify contractors for an extended period.

Note: Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This document includes only those questions that are "scorable." The question numbers in this document are the numbers used in the questionnaire. Thus, the questions included here begin with question number 6, and there are a few breaks in the numerical sequence.

The Scores Needed for Prequalification

To prequalify, a contractor would be required to have a passing grade within each of the three large categories referred to above.

For Section I, "History of the business and organizational performance," DIR recommends use of a passing score of **57** on this portion of the questionnaire (of a maximum score of 76 on this portion of the questionnaire).

For Section II, Compliance with occupational safety and health laws, workers' compensation and other labor legislation DIR recommends use of a passing score of **38** on this portion of the questionnaire (of a maximum score of 53 points on this portion of the questionnaire).

Section III, Completion of recent projects and quality of performance, includes a series of interview questions, and may also include questions about recently completed (public or private) construction projects. For the interview questions, DIR recommends that a public agency interview project managers for the owners of two completed projects. DIR recommends a scoring system that would allow a maximum score of 120 points for each interview. For these questions, DIR recommends qualification for a contractor whose score on each of two interviews is 72 points or more; a denial of pre-qualification

for a contractor whose score on either interview is less than 55 points; and an additional interview with another reference if the score resulting from one interview is between 55 points and 72 points.

DIR makes no recommendation about how to score a contractor's answers about recently completed past projects. Because of the wide range of projects that a public agency may be planning, and the similarly wide range in the skills, abilities, and experience that a public agency will consider most important for a pending project, it is impossible to propose a useful model scoring system to apply to the answers given about a contractor's completed projects.

Questions about History of the Business and Organizational Performance

(16 questions)

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

3 years or more = 2 points
4 years = 3 points 5 years = 4 pts.
6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?
 Yes No

“No” = 3 points“ “Yes” = 0 points

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).
 Yes No

“No” = 3 points“ “Yes” = 0 points

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
 Yes No

No = 5 points Yes = 0 points

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?
 Yes No

No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points.

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: no points

6. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

No = 5 points Yes = 0 points

7. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
 Yes No

No = 5 points Yes = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

8. In the past five years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration?**
 Yes No

If the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.*

If your firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.*

9. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration?**
 Yes No

If your firm's average gross revenues for the last three years was less than \$50 million scoring is as follows:

*5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.*

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.*

10. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

***5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims***

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

***5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.***

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

No = 5 points Yes = subtract 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

No = 5 points Yes = subtract 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

No = 5 points Yes = subtract 5 points

15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

*5 points if the rate is no more than one per cent
3 points if the rate was no higher than 1.10 per cent.
0 points for any other answer.*

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?
- Yes No

No = 5 points Yes = 0 points

**Questions about compliance with safety, workers compensation,
prevailing wage and apprenticeship laws.**
(11 questions)

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If the firm’s average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” if more than 2 such instances.*

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

*3 points for an answer of once each week or more often.
0 points for any other answer*

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

6. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

5 points for either "No" or "Yes" indicating 1 such instance.

0 points for any other answer.

7. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?
 Yes No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

8. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?
 Yes No

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

9. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.
-
-

***5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.***

10. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

5 points if one or more persons completed an approved apprenticeship while employed by your firm.

0 points if no persons completed an approved apprenticeship while employed by your firm.

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No.

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

Questions concerning recent construction projects completed:
(one question, plus 11 interview questions)

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.⁵ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, current phone number, and email):

Architect or Engineer: _____

Architect or Engineer Contact (name, current phone number, and email):

Construction Manager (name, current phone number, and email):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

⁵ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

MODEL INTERVIEW QUESTIONS

MODEL INTERVIEW QUESTIONS

The following questions will be used to interview randomly selected contacts from at least two completed projects. [Public Entity] will conduct the interviews. No action on the contractor's part is necessary. These questions are included on the package given to the contractor for information only.

The highest possible score is 120 Points. A score less than 55 points disqualifies a contractor from bidding on projects that are proposed by [Public Entity]. A score of between 56 and 72 indicates *the Public Entity* should conduct an interview of another contact, that is, a manager of another completed project. A score of 72 or higher on each of two interviews is sufficient for pre-qualification.

First, please give a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)
2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)
3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)
4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)
5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)
6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved? (Max. 10 points)
7. Was the project completed on time? (10 points if the answer is "Yes").
Or, if the answer is "no," on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?
8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)

9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).
10. On a scale of 1-10, with 10 being the best, rate how has the contractor been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)
11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)
12. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")
13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

DISCUSSION/ACTION ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: HEAR PRESENTATION AND ACCEPT THE 2017/2018 AUDIT REPORT

Background: The Fullerton School District's annual financial statements are audited every year by an independent auditing firm as required by Education Code section 41020. A member of the auditing firm of Nigro & Nigro, PC, will present the report and respond to any specific questions the Board might have regarding this audit.

A copy of the audit report is available in the Superintendent's Office for public review.

Rationale: The District's financial statements are audited annually by an independent auditing firm as required by Education Code section 41020. Board members received a copy of the audit report prior to the Board meeting, and a copy is available on the District's web site for review.

Funding: Not applicable.

Recommendation: Hear presentation and accept the 2017/2018 Audit Report.

RC:MG:gs

DISCUSSION/ACTION ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE THIRD AMENDMENT OF BOARD-APPROVED CONTRACT FOR DISTRICT SUPERINTENDENT FOR 2018/2019

Background: It is proposed that the Superintendent’s Contract be amended to reflect a one-year contract extension. No other changes except the one year term extension.

A copy of the revised contract is available in the Superintendent’s Office for review.

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund.

Recommendation: Approve third amendment of Board-approved Contract for District Superintendent for 2018/2019.

CH:nm

FULLERTON SCHOOL DISTRICT
THIRD AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
SUPERINTENDENT

THIS THIRD AMENDMENT is made and entered into this 22nd day of January 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and ROBERT PLETKA, Ed.D., hereinafter referred to as "Superintendent."

THIS AMENDS the Board-approved Contract dated October 20, 2015 by and between the Board of Trustees and Superintendent, and is effective January 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Section I shall be amended to reflect the following: Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2018, to and including June 30, 2021. This amendment is based on Superintendent's satisfactory performance evaluation dated September 25, 2018.
2. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____
Janny Meyer, President, Board of Trustees

Date: _____
Robert Pletka, Ed.D., Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____
Clerk, Board of Trustees

DISCUSSION/ACTION ITEM

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE AMENDMENTS TO ASSISTANT SUPERINTENDENTS' CONTRACTS FOR 2018/2019

Background: The Superintendent recommends contract amendments for all Assistant Superintendents. The amendments include:

- One-year contract extension

No other changes except the one year term extension.

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund.

Recommendation: Approve amendments to Assistant Superintendents' contracts for 2018/2019.

CH:nm
Attachments

FULLERTON SCHOOL DISTRICT
SECOND AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

THIS SECOND AMENDMENT is made and entered into this 22nd day of January 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and Robert Coghlan, Ph.D., hereinafter referred to as "Assistant Superintendent".

THIS AMENDS the Board-approved Contract dated July 1, 2017, by and between the Board of Trustees and Assistant Superintendent, and is effective January 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2018, to and including June 30, 2021. This amendment is based on Assistant Superintendent's satisfactory performance evaluation dated June 28, 2018.
2. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____

Janny Meyer, President, Board of Trustees

Date: _____

Robert Coghlan, Ph.D., Assistant Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____

Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT
THIRD AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES

THIS THIRD AMENDMENT is made and entered into this 22nd of January 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and EMA FLORES, Ed.D., hereinafter referred to as "Assistant Superintendent".

THIS AMENDS the Board-approved Contract dated October 20, 2015, by and between the Board of Trustees and Assistant Superintendent, and is effective January 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2018, to and including June 30, 2021. This amendment is based on Assistant Superintendent's satisfactory performance evaluation dated June 26, 2018.
2. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____

Janny Meyer, President, Board of Trustees

Date: _____

Ema Flores, Ed.D., Assistant Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____

Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT
SECOND AMENDMENT FOR BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT, PERSONNEL SERVICES

THIS SECOND AMENDMENT is made and entered into this 22nd day of January 2019, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and CHAD HAMMITT, Ed.D., hereinafter referred to as "Assistant Superintendent".

THIS AMENDS the Board-approved Contract dated February 6, 2017, by and between the Board of Trustees and Assistant Superintendent, and is effective January 1, 2019.

WITNESSETH: The Board of Trustees and Superintendent hereby agrees that the above-referenced Contract be revised to read as follows:

1. Paragraph 1 shall be amended to reflect the following: Assistant Superintendent shall be employed pursuant to this Contract for a term beginning July 1, 2018, to and including June 30, 2021. This amendment is based on Assistant Superintendent's satisfactory performance evaluation dated July 3, 2018.
2. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

Date: _____
Janny Meyer, President, Board of Trustees

Date: _____
Chad Hammitt, Ed.D., Assistant Superintendent

Date of ratification in open session of a regularly scheduled Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code sections 53262 and 54956.

Date of Ratification:

Dated: _____
Clerk, Board of Trustees

ADMINISTRATIVE REPORT

DATE: January 22, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Sung Chi, Coordinator, Assessment and Accountability
SUBJECT: CALIFORNIA DASHBOARD LOCAL INDICATORS BOARD REPORT

Background: Based on the Local Control Funding Formula (LCFF), California has a new accountability system that is based on multiple measures. These measures are used to determine local educational agency (LEA) and school progress toward meeting the needs of their students. Performance on these multiple measures will be reported through the new California School Dashboard. This new accountability system is an online tool that reports on multiple measures, including local and State indicators.

Rationale: Educational Services staff will present a review of the Fullerton School District Fall 2018 California Dashboard reports. This review will include an overall summary of the Dashboard State indicator data for the District as well as significant subgroups.

Funding: Not applicable.

Recommendation: Not applicable.

EF:SC:nm