

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, April 9, 2019  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:01 p.m. and Darcy Blake (Ladera Vista JHS of the Arts teacher) led the pledge of allegiance to the flag.

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

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Mr. Jeremy Davis, Dr. Emy Flores, Dr. Chad Hammitt,

Recess to Closed Session – Agenda

At 5:02 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957].

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

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:04 p.m. and Pamela Zinnel (Hermosa Drive Elementary teacher) led the pledge of allegiance. In closed session, the Board voted 5-0 to approve to initiate dismissal proceedings for Certificated Employee ID #3933 and the Board voted 5-0 to approve to enter into a settlement agreement with Classified Employee ID #217.

Introductions/Recognitions:

Bill Lynch (Principal at Ladera Vista JHS of the Arts) introduced Nicholas Vo, Ladera Vista JHS of the Arts student, who placed 2<sup>nd</sup> in the Chapman University Holocaust Art & Writing Contest. Mrs. Darcy Blake shared a brief description of the writing contest and Nicholas Vo read out loud his winning essay. Dr. Bob Pletka thanked Mrs. Blake for her leadership and commented it is an inspiration to see Mrs. Blake teach students.

Helene Morris, Director of Administrative Services, recognized two FSD students for improving their school attendance (*for student privacy names are not noted*).

Trustee Aaruni Thakur presented a certificate of recognition to Dewain Barber who has volunteered 45 years of service towards chess activities and events. Mr. Barber is a member of the US Chess Federation and the Dean of Scholastic Chess. Throughout his chess career, Mr. Barber has impacted the lives of hundreds of students.

Superintendent's Report

Dr. Bob Pletka reported that the FSD Fest held on April 5-6, 2019, was a huge success and thanked certificated, classified and administrators for their support to make this Districtwide event so successful. Dr. Pletka gave a special note of appreciation to Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support (IIS), and the IIS Department for their dedication and commitment towards executing the event. Dr. Pletka stated it was evident that students had a sense of empowerment and students had a voice in making a difference.

Information from the Board of Trustees

Trustee Vazquez- She reiterated the sentiment that FSD Fest was amazing and thanked teachers for cultivating the passion within students to excel.

Trustee Sugarman- She stated FSD staff work diligently to support the vision of the Board of Trustees and the Superintendent. She thanked all staff that made FSD Fest a big success.

Trustee Berryman – She reported it was heartwarming to see FSD students at FSD Fest show their skills and confidence during the event. She attended the student musical "Seussical" at Sunset Lane School that showcased students and the arts. Trustee Berryman thanked the FETA and CSEA for working collaboratively with the District to reach tentative agreements. She stated the Board appreciates the hard work put in by employees.

Trustee Thakur– He shared its been several months since he joined the Board of Trustees and reported he is grateful for all the wonderful things happening at FSD. He stated he is inspired and excited for what the future holds for FSD. Trustee Thakur thanked Dewain Barber for his years of volunteer service.

President Meyer- She attended the California League of Schools to Watch in Sacramento recognizing Nicolas JHS. She thanked everyone who participated in FSD Fest (April 5-6<sup>th</sup>) and the FSD tour (April 5<sup>th</sup>); she acknowledged staff and their hard work during this time of open house and testing.

#### Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –Mark Jacobs- He thanked everyone who was involved in coordinating and working FSD Fest. He shared teachers are continuing to prepare students for iReady and SBAC testing. Mr. Jacobs along with Shelley Behrns attended the FSD Tour that toured Hermosa Drive, Richman and Beechwood Schools and he commented FETA would like to see additional teachers participate in future FSD tours. The PAL commitment is strong and shown by being able to provide a second round of training to all school leadership teams. FETA and administration attended the Good Teaching Conference on March 22<sup>nd</sup>. FETA is proud to have a positive and collaborative relationship with FSD.

CSEA – Sheila Hebert- She reported FSD Fest was an amazing weekend full of extraordinary events including Robot Nation, Take Flight, Innovation Experience, Spotlight Speakers, Passion Agents Conference, FSD Film Festival, and the e-Sport Tournament. She thanked the IIS Department and everyone who devoted their time to making FSD Fest a successful event.

FESMA –Robin Gilligan- She thanked Dr. Peltka for his vision leading the District. She reported Legislative Action Day was on April 8-9 and Association of California School Administrators (ACSA) went to Sacramento to advocate on important issues facing education: local control funding formula, mental health, and special education funding through SELPA.

#### Public Comments:

Mindy Lee spoke regarding AB 329 (sexual education education) and stated she is advocating with legislature to get the voices of parents heard.

#### Approve Minutes

Moved by Aaruni Thakur seconded by Beverly Berryman and carried 4-0-1 (Trustee Hilda Sugarman abstained from voting for not being present at the March 12, 2019, Board Meeting) to approve minutes of the Regular meeting on March 12, 2019.

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

##### Consent Items

Moved by Hilda Sugarman, seconded by Jeanette Vazquez, and carried 5-0 to approve the consent items. The Board commented on consent item #1b.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered M22C0081 through M22C0083, M22D0294 through M22D0326, M22E0266 through M22E0305, M22M0240 through M22M0261, M22R1251 through M22R1422, M22S0009 through M22S0011, M22T0036 through M22T0040, M22V0204 through M22V0226, M22X0389 through M22X0407, and M22Y0075 through M22Y0076 for the 2018/2019 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 210547 through 210629 are the 2018/2019 school year.

1e. Approve/Ratify warrants numbered 120721 through 121242 for the 2018/2019 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13444 through 13517 for the 2018/2019 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve extended Student Teaching Agreement with California State University, Northridge effective July 1, 2019.

- 1i. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1 – March 31, 2019).
- 1j. Approve interim contract for Director of Classified Personnel.
- 1k. Approve Agreement between Fullerton School District and Collaborative Learning Solutions to provide two sessions of professional development for teachers at Valencia Park School on May 8, 2019 and August 7, 2019.
- 1l. Approve Agreement with Math Solutions to provide professional development for teachers in grades 3-5 on effective pedagogical practices and mathematical content from June 10-13, 2019.
- 1m. Approve 2018/2019 Independent Contractor Agreement between the Fullerton School District and Neuro-Educational Clinic for Independent Educational Evaluation services effective April 10, 2019 through June 30, 2019.
- 1n. Approve out-of-state conference attendance for Emily McDougall and Joy Arnold to attend the Teachers College Reading and Writing Project Phonics Institute in New York on May 13-15, 2019.
- 1o. Approve Independent Contractor Agreement between Fullerton School District and The Great Books Foundation to provide teacher training on June 5-6, 2019.
- 1p. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation to provide ongoing training for parent technology classes at Commonwealth School effective April 18, 2019 through May 17, 2019.
- 1q. Approve Independent Contractor Agreement between Fullerton School District and Agency Eleven for Child Development Services Staff Development on May 10, 2019.
- 1r. Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation to provide ongoing training for parent technology classes at Raymond School effective April 12, 2019 through May 24, 2019.
- 1s. Approve/Ratify out-of-state conference attendance for Dr. Robert Pletka, to attend the League of Innovative Schools Spring 2019 Meeting in Seattle, Washington, March 25-27, 2019.
- 1t. Approve contract for services between Fullerton School District and Collaborative Learning Solutions, LLC to provide Social Emotional Learning training to staff on April 18, 2019.
- 1u. Approve Agreement between Fullerton School District and Advantage Communications for the summer enrichment Speech and Debate Program from June 24, 2019 through July 5, 2019.
- 1v. Approve Agreement between Fullerton School District and Advantage Communications for the Speech and Debate Program for the 2019/2020 school year.
- 1w. Approve date change for Regular Board of Trustees' meeting from May 7, 2019 to May 21, 2019.
- 1x. Award contract to New Dimension General Construction for Robert C. Fisler School Improvements, FSD-18-19-DF-02, for the installation of a new modular classroom building.
- 1y. Adopt Resolutions numbered 18/19-B032 through 18/19-B034 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools..
- 1z. Approve 2019/2020 Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2019 through June 30, 2020.
- 1aa. Approve Agreement with Ayuda International to provide oral hygiene, education, and dental care at four schools.

Discussion/Action Items:

2a. Approved revised Board Policy.

Revised:  
Students  
BP 5131.62 Tobacco

It was moved by Beverly Berryman, seconded by Hilda Sugarman, and carried 5-0 to approve Revised BP 5131.62 Tobacco.

2b. Approve new Job Description for Program Specialist – Instructional Support.

The District wishes to develop a new job description to align with a restructured assistant principal position. The incumbent hired for this role will serve as a site's assistant principal and as an instructional coach to support classroom teachers using the Cotsen model. It was moved by Hilda Sugarman, seconded by Jeanette Vazquez, and carried 5-0 to approve new Job Description for Program Specialist – Instructional Support.

2c. Approve new Job Description for Coordinator of Data Strategy and Program Development.

Due to a recent restructure of the Educational Services Division, the District has identified a need to hire a Coordinator to facilitate the collection of data, develop programs, cultivate and maintain a variety of partnerships, and write grants. It was then moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to approve new Job Description for Coordinator of Data Strategy and Program Development.

2d. Adopt Resolution #18/19-18 proclaiming May 19 – 25, 2019, as “Classified School Employee Week” in the Fullerton School District.

It was moved by Aaruni Thakur, seconded by Beverly Berryman and carried 5-0 to adopt Resolution #18/19-18 proclaiming May 19 – 25, 2019, as “Classified School Employee Week” in the Fullerton School District.

2e. Adopt Resolution #18/19-19 proclaiming May 5-12, 2019 as Teacher Appreciation Week and National Nurses Week in the Fullerton School District.

It was moved by Aaruni Thakur, seconded by Hilda Sugarman and carried 5-0 to adopt Resolution #18/19-19 proclaiming May 5-12, 2019 as Teacher Appreciation Week and National Nurses Week in the Fullerton School District.

2f. Approve/Ratify Memorandum of Understanding (MOU) between California School Employees Association (CSEA) Chapter 130 and the Fullerton School District.

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, stated that Per Assembly Bill 2160, substitutes working as playground supervisors for any school district were eligible to receive statutory rights and benefits as outlined in the MOU afforded to them as District employees effective January 1, 2019. It was then moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to approve/ratify Memorandum of Understanding (MOU) between California School Employees Association (CSEA) Chapter 130 and the Fullerton School District.

2g. Approve/Ratify Tentative Agreement (TA) between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for July 1, 2018 through June 30, 2019.

Dr. Hammitt thanked the CSEA and District negotiation teams for their collaboration reaching a tentative agreement. It was then moved by Jeanette Vazquez, seconded by Aaruni Thakur and carried 5-0 to approve/ratify the Tentative Agreement (TA) between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for July 1, 2018 through June 30, 2019.

2h. Approve Memorandum of Understanding for Instructional Aides and Special Education Teachers on Special Assignment (TOSA) between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

In the spirit of PAL, the District and the Fullerton Elementary Teachers Association (FETA), through the bargaining process, have reviewed and assessed the need for additional Instructional Aides and Special Education TOSAs. Pursuant to this agreement, it is proposed to assign each school site a 3.75-hour instructional aide to assist with primary grades level first and second. The District is also proposing the recruitment for two Special Education Teachers on Special Assignment (TOSA) for the 2019/2020 and 2020/2021 school years to provide much needed support to students, teachers, and parents. It was then moved by Beverly Berryman, seconded by Jeanette Vazquez and carried 5-0 to approve Memorandum of Understanding for Instructional Aides and Special Education Teachers on Special Assignment (TOSA) between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

2i. Approve the 2018/2019 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

Dr. Hammitt thanked the FETA and District negotiation teams for their collaboration reaching a tentative agreement. It was then moved by Jeanette Vazquez, seconded by Hilda Sugarman and carried 5-0 to approve the 2018/2019 Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

2j. Approve compensation adjustments for Fullerton School District's management group for 2018/2019.

It was moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 5-0 to approve compensation adjustments for Fullerton School District's management group for 2018/2019.

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

It was moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to approve amendments to Assistant Superintendents' contracts for 2018/2019.

President Meyer reported in Open Session that this agenda item amends the Superintendent's contract and provides a 1% salary increase effective January 1, 2019 making the Superintendent's Salary \$273,236 annually and a 1% one-time off salary schedule payment consistent with the increases received by all employee groups.

2l. Approve fourth contract amendment of Board-approved Contract for District Superintendent.

It was moved by Jeanette Vazquez, seconded by Beverly Berryman and carried 5-0 to approve the fourth contract amendment of Board-approved Contract for District Superintendent.

President Meyer reported in Open Session that this agenda item amends the Superintendent's contract and provides a 1% salary increase effective January 1, 2019 making the Superintendent's Salary \$273,236 annually and a 1% one-time off salary schedule payment consistent with the increases received by all employee groups.

2m. Approve/Ratify adjustments to Executive Cabinet and Certificated Management salary schedules effective January 1, 2019.

It was moved by Beverly Berryman, seconded by Hilda Sugarman, and carried 5-0 to approve/ratify adjustments to Executive Cabinet and Certificated Management salary schedules effective January 1, 2019.

2n. Approve Declaration of Need for Fully Qualified Educators for the 2019/2020 school year.

It was moved by Beverly Berryman, seconded by Aaruni Thakur and carried 5-0 to approve Declaration of Need for Fully Qualified Educators for the 2019/2020 school year

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

Trustee Thakur asked for information regarding Democracy Programs to be sent to the Board and at a future Board meeting bring back topic as a discussion item.

Trustee Sugarman asked for a salary compensation study to be conducted for Board of Trustee stipends and for that information to be sent via Board Communique.

Adjournment:

President Meyer adjourned the Regular meeting on April 9, 2019, at 7:32 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, May 21, 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]
- Conference with Real Property Negotiations – Government Code § 54956.8  
Property: 751 E. Bastanchury Road, Fullerton, California Agency  
Negotiator: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
Negotiating Parties: Brandywine Homes Under Negotiation: Price and Terms of Payment

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

Introductions/Recognitions

Kids Fish On Wonder of Water (Student Winners)

Rail Road Poster Contest

Acacia School Report

Assistance League of Fullerton and ALPHA

Catch Me at My Best Recipients

Outstanding Contributors for Language Learners (Egleth Nunnci & Yolanda McComb)

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.



Administrative Report:

3a. Local Control Accountability Plan (LCAP) and Annual Update

Presentation:

Facility Needs Update/Potential Funding Mechanisms

Approve Minutes

Regular Meeting April 9, 2019

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 M22C0084 through M22C0088, M22D0327 through M22D0382, M22E0306 through M22E0395, M22M0262 through M22M0292, M22R1423 through M22R1672, M22S0012 through M22S0013, M22T0041 through M22T0048, M22V0227 through M22V0267, and M22X0408 through M22X0427 for the 2018/2019 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 210630 through 210719 for the 2018/2019 school year.

1e. Approve/Ratify warrants numbered 121243 through 121930 for the 2018/2019 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13518 through 13580 for the 2018/2019 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve the General Service Agreement between Fullerton School District and Return-to-Work Partners effective June 1, 2019 – July 1, 2020.

1i. Approve consultant agreement between Fullerton School District and AON Risk Consultants to conduct a Workers' Compensation actuarial study.

1j. Approve the General Service Agreement between Fullerton School District and R3 Continuum effective June 1, 2019 – June 2020.

1k Approve Independent Contractor Agreement between Fullerton School District and School Facilities Support as Facilities Consultant, effective July 1, 2019 through December 31, 2019.

1l. Adopt Resolutions numbered 18/19-B035 through 18/19-B037 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1m. Approve/Ratify warrant number 1122 for the 2018/2019 school year (District 40, Van Daele).

1n. Approve/Ratify warrants numbered 1201 through 1203 for the 2018/2019 school year (District 48, Amerige Heights).

1o. Approve agreements for elementary school photography services for the 2019/2020 school year

1p. Approve Piggyback Bid No. 2018-19-001 for school furnishings, office furnishings, and accessories from Arvin Union School District through November 13, 2019, with option to renew up to four years.

1q. Approve substitute subcontractor for awarded contract #FSD-18-19-DF-02, Robert C. Fisler School Improvements.

1r. Approve Additive Change Order #2, 2018 Fence Replacement-Various Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A-1 Fence Company.

1s. Approve agreement with the Hauffe Company for DSA inspections as required by the Division of the State Architect (DSA) for repairs and improvements as part of the Robert C. Fisler School Improvements Project, effective May 22, 2019 through August 30, 2019.

1t. Approve agreement with Anacal Engineering Company to provide professional civil engineering services as part of the Transportation Satellite New Administration Building Project, effective May 22, 2019 through the end of the project.

1u. Approve agreement with The Design Works Creative Solutions for landscape and irrigation services as part of the playfield renovations of Valencia Park Elementary School, effective May 22, 2019 through August 30, 2019.

1v. Approve agreement with OMB Electrical Engineers, Inc., to provide professional electrical engineering services as part of the Transportation Satellite New Administration Building Project beginning May 22, 2019 through completion of the project.

1w. Approve Notice of Completion for KYA Services, LLC, for the purchase of needed carpet and repair materials in various classrooms located at Acacia Elementary School.

1x. Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of playground materials located at Richman Elementary School.

1y. Approve contract agreement with Next Level Elevator, Inc., for the inspection and any repairs as needed for general wheelchair lift maintenance, effective May 22, 2019 through June 30, 2021.

1z. Approve agreement with Next Level Elevator, Inc., for the inspection and any repairs as needed for general elevator maintenance, effective May 22, 2019 through June 30, 2021.

1aa. Approve agreement with The Design Works Creative Solutions for landscape and irrigation services as part of the playfield renovations of Acacia Elementary School, effective May 22, 2019 through August 30, 2019.

1bb. Approve agreement with John R. Byerly Incorporated to provide professional geotechnical engineering/testing, materials laboratory testing, and special inspections as part of the Robert C. Fisler School Improvements Project, effective May 22, 2019 through August 30, 2019.

1cc. Approve service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System and PowerSchool Learning Management System for 2019/2020 school year.

1dd. Approve amendment of one year contract with Spectrum to provide a Session Initiation Protocol (SIP) trunk over existing fiber optic circuit to the Fullerton School District Office for support of Internet Protocol (IP) phone system.

1ee. Approve/Ratify contract for Filemaker, Inc., effective April 20, 2019 with automatic annual renewals for three years.

1ff. Award contract FSD-18-19-GF-04 for Valencia Park Elementary Playfield improvements to \_\_\_\_\_.

1gg. Approve 2018/2019 Independent Contractor Agreement between Fullerton School District and Abramson Audiology, M.S. CCC-SLP, for audiological services effective May 22, 2019 through June 30, 2019.

1hh. Approve Artist/Educator Agreement between Fullerton School District and All the Arts for All the Kids Foundation.

1ii. Approve 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, 2019 to June 30, 2020.

1jj. Approve First Amendment to Agreement No. FCI-SD3-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services.

1kk. Approve contract for services between Fullerton School District and Collaborative Learning Solutions, LLC, to provide Social Emotional Learning training to staff on October 14, 2019.

1ll. Approve/Ratify Addendum to the Agreement between Fullerton School District and Healthy Smiles for Kids of Orange County for preventative dental services effective February 13, 2019 through June 30, 2020.

1mm. Approve/Ratify Addendum to the Agreement between Fullerton School District and Key2Ed, Inc., for professional development training on December 18-19, 2018 and January 30-31, 2019.

1nn. Approve Agreement between Fullerton School District and Kid Healthy/OneOC for Valencia Park School from August 12, 2019 through June 30, 2020.

1oo. Approve Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 Professional Development for the 2019/2020 school year.

1pp. Approve/Ratify Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Hermosa Drive School on February 19, 2019 and February 20, 2019.

1qq. Approve Independent Contractor Agreement between Fullerton School District and Momentum in Teaching to provide a two-day training for a research-based, California State Standards Writing Workshop for TK-6 grade teachers on January 24, 2020 and January 30, 2020.

1rr. Approve out-of-state conference attendance for Fisler teacher, Steven Saline, to attend the Teachers College Writing Institute at Columbia University, New York, June 17-21, 2019.

1ss. Approve six staff members from Nicolas Junior High School and Janny Meyer to attend the National Schools to Watch Conference in Washington, DC, from June 26-30, 2019.

1tt. Approve out-of-state conference attendance for Raymond teacher, Georgina Mojica, to attend the Teachers College Writing Institute at Columbia University, New York, June 17-21, 2019.

1uu. Approve/Ratify California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant, Agreement Number: 47896, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2018 through June 30, 2019.

1vv. Approve/Ratify Addendum to 2018/2019 Agreement between Fullerton School District and Secure Transportation for services effective July 1, 2018 through June 30, 2019.

1ww. Approve Agreement between Fullerton School District and Teacher Created Materials to provide ongoing training for professional development at Orangethorpe School effective May 22, 2019 through September 1, 2019.

1xx. Approve out-of-state conference attendance for Aaron Storey from Innovation and Instructional Support to attend the MacAdmins Conference in State College, Pennsylvania from July 9-12, 2019.

1yy. Approve out-of-state conference for 2 staff members from Innovation and Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 14 – 19, 2019.

1zz. Approve Contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2019 through June 30, 2020 with automatic annual renewals.

Discussion/Action Items:

2a. Approve revised Job Description for Director, Administrative Services.

2b. Approve new Job Description for Teacher on Special Assignment (TOSA) – Special Education.

Administrative Reports:

3b. "Sunshine" Fullerton School District's 2019/2020 Proposal to Negotiate with California School Employees Association (CSEA) , Chapter 130.

3c. "Sunshine" Fullerton School District's 2019/2020 Proposal to Negotiate with Fullerton Elementary Teachers Association.

3d. "Sunshine" Fullerton Elementary Teachers Association's 2019/2020 Proposal to Negotiate with Fullerton School District.

3e. "Sunshine" California School Employees Association's (CSEA) Chapter 130, 2019/2020 Proposal to Negotiate with Fullerton School District.

Discussion Item:

Democracy Resolution

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, June 4, 2019, (pending Board approval at the April 9<sup>th</sup> Board Meeting) 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 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시오.

CONSENT ITEM

**DATE:** May 21, 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), retirement(s), unpaid leave of absence(s), resignation(s), rehire(s), reassignment(s), promotion(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 MAY 21, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1306	Abuhamad	Joan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE (13.5) thirteen and a half hours for ESY. Budget #0112354341-1201	6/7/19-6/14/19
1296	Abuhamad	Joan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for nurses to prepare and attend SOM and Clerk meeting. Budget #0112354341-1201	7/8/19-8/7/19
1304	Beach	Shelley	Student Support	Speech	Extra Hours	Approve contracted hourly rate NTE one-hundred sixty (160) hours for certificated employee to work ESY. Budget #0112354101-1101	6/5/19-7/5/19
1186	Brandon	Julie	Educational Services	Principal	Extra Hours	Administrator will work All the Arts Center Stage Summer Camp. Certificated Management employee will be paid daily rate NTE eleven (11) day. Budget #0131652101-1101.	6/17/19-6/29/19
1315	Cardenas	Ariel	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1305	Carreon	Cortney	Student Support	Speech	Extra Hours	Approve contracted hourly rate NTE one-hundred sixty (160) hours for certificated employee to work ESY. Budget #0112354101-1101	6/5/19-7/5/19
1176	Chung	Kacey	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget #0108655109-1901	8/7/19
1187	Cooper	Sara	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work Center STAGE Summer Camp for All the Arts. Budget #0131652101-1101	6/17/19-6/29/19
1307	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE (142.5) one-hundred forty-two and a half hours for ESY. Budget #0112354341-1201	6/7/19-7/5/19
1296	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for nurses to prepare and attend SOM and Clerk meeting. Budget #0112354341-1201	7/8/19-8/7/19
1314	Delva	James	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1331	TBD		Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE (16) sixteen hours for certificated PE teachers to create a Tobacco Prevention scope and sequence during summer. Names will be provided in August. Budget #0140155239-1101	6/3/19-8/5/19
1297	TBD		Student Support	Certificated Substitute	Extra Hours	Approve contracted hourly rate NTE seventy-two (72) hours for certificated substitute to work ESY. Budget #0112354101-1102	6/7/19-7/5/19
1298	TBD		Student Support	Certificated Substitute	Extra Hours	Approve contracted hourly rate NTE seventy-two (72) hours for certificated substitute to work ESY. Budget #0112354101-1102	6/7/19-7/5/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 21, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1176	Drew	Nicole	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget #0108655109-1901	8/7/19
1195	Drew	Nicole	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for teacher to move classroom during summer. Budget #0111613101-1101	6/3/19
1301	Edwards	Kelli	Student Support	TOSA	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employee to work on planning for the new school year. Budget #0112354101-1101	6/7/19-8/7/19
1316	Ferlin	Heidi	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1302	Ferlin	Heidi	Woodcrest	Teacher	Extra Hours	Approve contracted hourly rate NTE forty (40) hours for certificated employee to work ESY. Budget #0112354101-1101	6/5/19-7/5/19
1317	Frausto	Miguel	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1176	Green	Karen	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget #0108655109-1901	8/7/19
1195	Green	Karen	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for teacher to move classroom during summer. Budget #0111613101-1101	6/3/19
1332	Halstead	Kimberly	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE (24) twenty-four hours for certificated employees to create eSport lessons during summer. Budget #0140155239-1101	6/3/19-8/5/19
1312	Haselton	Amanda	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1299	Hitz	Stephanie	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employee to work on planning for the new school year. Budget	6/7/19-8/7/19
1187	Hogerhuis	Angela	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work Center STAGE Summer Camp for All	6/17/19-6/29/19
1176	Huff	Melissa	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget	8/7/19
1318	Jahn	Amy	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1296	Jordan	Monica	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for nurses to prepare and attend SOM and Clerk meeting.	7/8/19-8/7/19
1176	Kim	Amy	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget #0108655109-1901	8/7/19
1301	Leonard	John	Student Support	TOSA	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employee to work on planning for the new school year. Budget #0112354101-1101	6/7/19-8/7/19



FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 21, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1303	Lipiz	Kristin	Pacific Drive	Speech	Extra Hours	Approve contracted hourly rate NTE one-hundred sixty (160) hours for certificated employee to work ESY. Budget #0112354101-1101	6/5/19-7/5/19
1187	Louis Uys	May	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work Center STAGE Summer Camp for All the Arts. Budget #0131652101-1101	6/17/19-6/29/19
1319	Martinez	Samantha	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1186	McComb	Yolanda	Educational Services	Principal	Extra Hours	Administrator will work All the Arts Center Stage Summer Camp. Certificated Management employee will be paid daily rate NTE eleven (11) day. Budget #0131652101-1101.	6/17/19-6/29/19
1195	Migliore-George	Adriana	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for teacher to move classroom during summer. Budget #0111613101-1101	6/3/19
1189	Myers	Kyle	Educational Services	Program Specialist	Extra Hours	Certificated Management employee will work additional thirteen (13) days during summer at the Center STAGE Summer Camp. NTE thirteen days. Budget #0131652101-1100	6/22/19-7/05/19
1310	Neri	Karla	Student Support	Speech Therapist	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1311	Niessen	Larissa	Student Support	Speech Therapist	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1320	Nunez	Jeanette	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1195	Paiz	Katie	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for teacher to move classroom during summer. Budget #0111613101-1101	6/3/19
1321	Pendleton	Amy	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1176	Pepin	Melissa	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget #0108655109-1901	8/7/19
1176	Perry	Katherine	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget #0108655109-1901	8/7/19
1308	Rader	Nancy	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE (4.5) four and a half hours for ESY. Budget #0112354341-1201	6/28/19
1296	Rader	Nancy	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for nurses to prepare and attend SOM and Clerk meeting. Budget #0112354341-1201	7/8/19-8/7/19
1322	Rodriguez	Heather	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 21, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1195	Ronstadt	Deborah	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for teacher to move classroom during summer. Budget #0111613101-1101	6/3/19
1297	Sajjad	Ursula	Student Support	Certificated Substitute	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated substitute to work ESY. Budget #0112354101-1102	6/7/19-7/5/19
1187	Sapien	Jessica	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work Center STAGE Summer Camp for All the Arts. Budget #0131652101-1101	6/17/19-6/29/19
1176	Skaggs	Dori	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget #0108655109-1901	8/7/19
1330	Sotolongo	Amy	Child Welfare & Attendance	Teacher	Extra Hours	Approve contracted hourly rate NTE (50) fifty hours for certificated employee to work during summer on 504 handbook, processes, and plan for staff development. Budget #015155331-1300	6/3/19-10/31/19
1323	Stanley	Allison	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (76.5) seventy-six and a half hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1309	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE (18) eighteen hours for ESY. Budget #0112354341-1201	6/7/19-6/14/19
1296	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for nurses to prepare and attend SOM and Clerk meeting. Budget #0112354341-1201	7/8/19-8/7/19
1324	Sylvester	Yvonne	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1195	Taylor	Leslie	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for teacher to move classroom during summer. Budget #0111613101-1101	6/3/19
1297	Trotter	Lori	Student Support	Certificated Substitute	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated substitute to work ESY. Budget #0112354101-1102	6/7/19-7/5/19
1325	Trujillo	Jenny	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1332	Vandergrift	Heidi	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE (24) twenty-four hours for certificated employees to create eSport lessons during summer. Budget #0140155239-1101	6/3/19-8/5/19
1332	Vidales	Mucio	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE (24) twenty-four hours for certificated employees to create eSport lessons during summer. Budget #0140155239-1101	6/3/19-8/5/19
1300	Villa	Kaitlyn	Golden Hills	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employee to work on planning for the new school year. Budget #0112354101-1101	6/7/19-8/7/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 21, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1176	Walker	Suzanne	Educational Services	Transitional Kindergarten	Extra Hours	Approve contracted hourly rate NTE eight (8) hours on August 7, 2019 for TK teachers to meet during summer. Budget	8/7/19
1195	White	Kerri	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for teacher to move classroom during summer. Budget #0111613101-1101	6/3/19
1187	Wilson	Cindy	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work Center STAGE Summer Camp for All the Arts. Budget #0131652101-1101	6/17/19-6/29/19
1326	Wingfield	Linda	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE (90) ninety hours for ESY. Budget #0112354101-1101	6/7/19-7/5/19
1203	Wolf	Rochelle	Educational Services	Principal	Extra Hours	Administrator will work All the Arts Center Stage Summer Camp. Certificated Management employee will be paid daily rate NTE two (2) day. Budget #0131652101-1100.	6/28/19-6/29/19
1187	Zinnel	Pamela	Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work Center STAGE Summer Camp for All the Arts. Budget #0131652101-1101	6/17/19-6/29/19
1134	TBD		Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty-four (24) hours for Professional Math Development during summer. Names will be provided on 06/13/19. Budget #0138952101-1101	6/1/19-6/13/19
1169	TBD		Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE sixteen (16) hours total for certificated employees to work the GATE Summer Talent Academy. Names will be provided in June. Budget #0111555103-1101	6/1/19-6/13/19
1269	TBD		Educational Services	Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for each PE teacher to complete nutrition lessons during summer. Names will be provided in July. Budget #0140155239-1101	7/1/19-7/31/19
1118	Kim	Tammy	Parks	Teacher	Hire	Certificated employee has been hired to work at Parks for .4FTE starting the new school year.	8/8/19
	Vargas	Tania	Raymond	Teacher	New Hire	Dual Immersion. Class II, Step 1	8/8/19
	Alcantara	Kaitlin	Certificated Personnel	Substitute Teacher	New Hire		4/5/19
	Anderson	Hannah	Certificated Personnel	Substitute Teacher	New Hire		4/5/19
	Braymer	Katherine	Certificated Personnel	Substitute Teacher	New Hire		4/3/19
	Brito	Jeffrey	Certificated Personnel	Substitute Teacher	New Hire		5/8/19
	Frias	Lindsay	Certificated Personnel	Substitute Teacher	New Hire		4/4/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Gentile	Ashley	Certificated Personnel	Substitute Teacher	New Hire		4/3/19
	Han	Heidi	Certificated Personnel	Substitute Teacher	New Hire		4/19/19
	Lespron	Emma	Certificated Personnel	Substitute Teacher	New Hire		4/15/19
	Ojeda	Claudia	Certificated Personnel	Substitute Teacher	New Hire		4/18/19
	Patrick	Miriam	Certificated Personnel	Substitute Teacher	New Hire		4/17/19
	Quesada	Bobbi	Certificated Personnel	Substitute Teacher	New Hire		4/1/19
	Roudi	Taylor	Certificated Personnel	Substitute Teacher	New Hire		4/8/19
	Schneeberger	Amy	Certificated Personnel	Substitute Teacher	New Hire		5/9/19
	Beecher	Linda	Fisler	Teacher	Promotion	Certificated employee will be promoted to Assistant Principal at Fisler for the 19/20 school year. Class V, Step F	7/1/19
1168	Given	Stephanie	Acacia	Instructional Coach	Promotion	Stephanie Given will be promoted to Program Specialist at Acacia. Certificated Administrative Management Schedule II, C.	7/1/19
	6640		Golden Hill	Teacher	Reassignment	Class IV, Step 16	8/8/19
	Centeno	Cristina	Fisler	Assistant Principal	Reassignment	Cristina Centeno will be Assistant Principal at Pacific Drive starting 19/20 school year reducing her FTE to .8 effective 07/01/19.	7/1/19
1285	Chung	Amy L.	Ladera Vista	Teacher	Reassignment	Certificated employee will transfer to Ladera Vista effective 08/08/19. Budget # 0110017101-1100	8/8/19
	Edwards	Kelli	Student Support	TOSA	Reassignment	Kelli Edwards will be TOSA for Student Support effective 08/08/19.	8/8/19
	Leonard	John	Student Support	TOSA	Reassignment	John Leonard will be TOSA for Student Support effective 08/08/19.	8/8/19
1196	Mosqueda	Corinne	Richman	Teacher	Reassignment	Corinne Mosqueda will be COTSEN teacher at Richman starting 08/08/19. Budget #0111625107-1100	8/8/19
	Anderson	Melissa		Teacher	Rehire		8/8/19
	Barrios	Elizabeth		Teacher	Rehire		8/8/19
	Bautista	Zachary		Teacher	Rehire		8/8/19
	Betancourt	Laken		Teacher	Rehire		8/8/19

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	Bishop	Rachael		Teacher	Rehire		8/8/19
	Bradley	Daryl		Teacher	Rehire		8/8/19
	Branman	Christina		Teacher	Rehire		8/8/19
	Campbell	Erika		Teacher	Rehire		8/8/19
	Chong	Christina		Teacher	Rehire		8/8/19
	Cisneros	Jacqueline		Teacher	Rehire		8/8/19
	Collins	Breanna		Teacher	Rehire		8/8/19
	Diaz	Elizabeth		Teacher	Rehire		8/8/19
	Erickson	Jessica		Teacher	Rehire		8/8/19
	Erickson	Nicole		Teacher	Rehire		8/8/19
	Flynn	Jessica		Teacher	Rehire		8/8/19
	Grandahl	Kathleen		Teacher	Rehire		8/8/19
	Guthrie	Tara		Teacher	Rehire		8/8/19
	Hardy	April		Teacher	Rehire		8/8/19
	Hernandez	Leslie		Teacher	Rehire		8/8/19
	Kim	Tammy		Teacher	Rehire		8/8/19
	Lee	Hye Rin		Teacher	Rehire		8/8/19
	McCreary	Elizabeth		Teacher	Rehire		8/8/19
	Michaels	Keely		Teacher	Rehire		8/8/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Nakamura	Robyn		Teacher	Rehire		8/8/19
	Neri	Karla Patricia		Teacher	Rehire		8/8/19
	O'Connell	Rebecca		Teacher	Rehire		8/8/19
	Park	Stephanie		Teacher	Rehire		8/8/19
	Perry	Katherine		Teacher	Rehire		8/8/19
	Rangel	Erin		Teacher	Rehire		8/8/19
	Riesch	Melanie		Teacher	Rehire		8/8/19
	Rivera	Melissa		Teacher	Rehire		8/8/19
	Sapien	Jessica		Teacher	Rehire		8/8/19
	Saul	Jennifer		Teacher	Rehire		8/8/19
	Schade	Emily		Teacher	Rehire		8/8/19
	Song	Hanna		Teacher	Rehire		8/8/19
	Turner	Eden		Teacher	Rehire		8/8/19
	Vela	Danielle		Teacher	Rehire		8/8/19
	Wang	April		Teacher	Rehire		8/8/19
	Werderman	Emma		Teacher	Rehire		8/8/19
	Yoon	Amy		Teacher	Rehire		8/8/19
	Zaucha	Melissa		Teacher	Rehire		8/8/19
	Burcombe	Stephanie	Fisler	Teacher	Resignation		5/31/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Corradino	Christina	Golden Hill	Teacher	Resignation		5/31/19
	Espitia	Patricia	Student Support	Teacher	Resignation		5/31/19
	Harris	Lindsey	Maple	Teacher	Resignation		5/17/19
	Sifuentes	Esmeralda	Student Support	Speech Therapist	Resignation		5/31/19
	Squadrito	Lisa	Student Support	Speech Therapist	Resignation		5/31/19
	Hodges	Lynda	Ladera Vista	Teacher	Retirement		5/31/19
	Irwin	Susan	Commonwealth	Teacher	Retirement		5/31/19
	Lowry	Patricia	Sunset Lane	Teacher	Retirement		5/31/19
	Scarff	Susan	Beechwood	Teacher	Retirement		5/31/19
	Smith	Mary	Fisler	Teacher	Retirement		5/31/19
1078	Abuhamad	Joan	Student Support	Nurse	Stipend	Approve stipend of \$2,500 for certificated employee to be paid at the end of school year per approved Teacher's Agreement. Budget	8/8/19-5/31/19
1215	Ahn	Jennifer	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1347	Alcaraz	Natalie	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19
1159	Ascari	Patricia	Commonwealth	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1192	Beijer	Meisje	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1347	Bergen	Kimberly	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19
1191	Boehm	Caroline	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1192	Bordy	Sandy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1159	Bradley	Daryl	Fern	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON MAY 21, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1213	Bradley	Daryl	Fern	Teacher	Stipend	Approve stipend of \$360 for certificated employee to attend 6th grade Science Camp. Budget #0111613101-1101	2/19/19-2/22/19
1159	Brewster	Corina	Hermosa	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1214	Campos	Kristen	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1223	Campos	Kristen	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for Kindergarten assessments. Budget #0130413101-1101	8/6/19
1191	Cat-Aurelio	Thuy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1159	Cha	Alice	Hermosa	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1191	Chavez	Claudai	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1215	Chenault-Tavera	Danielle	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1159	Chung	Amy	Maple	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1193	Chung	Sylvia	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1159	Chung	Monah	Richman	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1349	Colby-Lohr	Diana	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer on planning for new school year. Budget #0121229101-	6/3/19-8/7/19
1215	Conti	Joe	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1213	Conti	Joe	Fern	Teacher	Stipend	Approve stipend of \$360 for certificated employee to attend 6th grade Science Camp. Budget #0111613101-1101	2/19/19-2/22/19
1078	Cravello	Susan	Student Support	Nurse	Stipend	Approve stipend of \$2,500 for certificated employee to be paid at the end of school year per approved Teacher's Agreement. Budget	8/8/19-5/31/19
1159	Dellalonga	Sandra	Commonwealth	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1214	Delva	James	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1163	Delva	James	Student Support	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to be paid at the end of the school year per approved 03/01/19 MOU.	8/8/19-5/31/19
1214	Drew	Nicole	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19



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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1159	Erickson	Jessica	Orangethorpe	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1340	Erickson	Nicole	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1277	Ezequiel	Paz	Nicolas	Teacher	Stipend	Approve stipend of \$300 for certificated employee to coach co-ed softball and track & field. Budget #0130420409-1901	4/29/19-5/8/19
1159	Floyd	Martha	Raymond	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1353	Friesen	Dale	Fisler	Teacher	Stipend	Approve stipend of \$150 for certificated employee to coach boys track. Budget #0130430409-1101	5/1/19-5/31/19
1284	Garcia	David	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach co-ed softball and track & field. Budget #0130417409-1901	5/3/19-5/15/19
1159	Garibay	Jennifer	Sunset Lane	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1214	Green	Karen	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1160	Grimm	Estella	Raymond	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1348	Guzman	Laarni	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19
1293	Hancock	Emily	Fisler	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work Math Field Event. Budget #0130430109-1101	5/11/19
1288	Haynes	Monica	Parks	Teacher	Stipend	Approve stipend of \$150 for certificated employee to coach softball. Budget #0130423409-1901	4/1/19-4/30/19
1289	Haynes	Monica	Parks	Teacher	Stipend	Approve stipend of \$150 for certificated employee to coach track & field. Budget #0130423409-1901	5/1/19-5/17/19
1288	Hecht	Geoff	Parks	Teacher	Stipend	Approve stipend of \$150 for certificated employee to coach softball. Budget #0130423409-1901	4/1/19-4/30/19
1340	Hodges	Lynda	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1215	Holbrook	Megan	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1340	Jodi	Chavez	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1078	Jordan	Monica	Student Support	Nurse	Stipend	Approve stipend of \$2,500 for certificated employee to be paid at the end of school year per approved Teacher's Agreement. Budget	8/8/19-5/31/19
1215	Julie	Sanchez	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19

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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1340	Keller	Pamela	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1215	Kennedy	Elisa	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1192	Khalili	Arielle	Valencia Park	Speech	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1222	Kim	Jeanie	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1117	Kim	Tammy	Fisler	Teacher	Stipend	Approve stipend of \$150 per day for certificated employee to attend Advanced Placement Summer Institute professional	7/22/19-7/25/19
1191	Klausmeier	Teresa	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1273	Koerth	Kurt	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach co-ed softball and track & field. Budget #0130411409-1901	4/3/19-5/15/19
1160	Kollmansberger	Clara	Woodcrest	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1347	Kollmansberger	Clara	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget #0121229101-1101	6/3/19-8/7/19
1214	Labutis	Ingrid	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1223	Labutis	Ingrid	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for Kindergarten assessments. Budget #0130413101-1101	8/6/19
1160	Lee	Lauren	Maple	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1163	Leyva	Stormy	Student Support	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to be paid at the end of the school year per approved 03/01/19 MOU.	8/8/19-5/31/19
1160	Link	Christine	Maple	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1340	Maloney	Jennifer	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1347	Marrihue	Ronette	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19
1353	McIntosh	Laura	Fisler	Teacher	Stipend	Approve stipend of \$150 for certificated employee to coach girls track. Budget #0130430109-1101	5/1/19-5/31/19
1191	Megan	Mitchell	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1349	Michaels	Keely	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer on planning for new school year. Budget #0121229101-	6/3/19-8/7/19

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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1340	Michaels	Keely	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1214	Migliore	Adriana	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1191	Mortensen	Jenny	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1276	Myers	David	Nicolas	Teacher	Stipend	Approve stipend of \$300 for certificated employee to coach co-ed softball and track & field. Budget #0130420409-1901	4/3/19-4/10/19
1160	Naslund	Darlene	Commonwealth	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1342	Ninofranco	Ivy	Richman	Teacher	Stipend	Approve stipend of \$3,000 for certificated employee to work Speech & Debate Nationals Tournament in Dallad, Texas. Budget	6/15/19-6/22/19
1340	Ninofranco	Ivy	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1191	O'Toole	Danielle	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1222	Paiz	Kati	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1222	Pendleton	Dottie	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1171	Petris	Rudolph	Rolling Hills	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work GATE Summer Talent Academy during summer. Budget #0111555103-	6/1/19-6/13/19
1160	Phillips	Meghan	Fern	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1215	Phillips	Meghan	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1192	Phillips	Carol	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1160	Pionke	Leanna	Woodcrest	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget	8/8/19-5/31/19
1349	Pionke	Leanna	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer on planning for new school year. Budget #0121229101-	6/3/19-8/7/19
1173	Prado	Maria Angelica	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on Kindergarten assessment. Budget #0121228101-1101	8/5/19
1191	Prado	Maria Angelica	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1215	Rabenston	Steve	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19

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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1078	Rader	Nancy	Student Support	Nurse	Stipend	Approve stipend of \$2,500 for certificated employee to be paid at the end of school year per approved Teacher's Agreement. Budget	8/8/19-5/31/19
1192	Ramirez	Paul	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1192	Ramont	Tracy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1292	Ramont	Tracy	Educational Services	Teacher	Stipend	Approve contracted hourly rate NTE (80) eighty hours for certificated employee to work at the Center STAGE Summer	6/17/19-7/3/19
1347	Rangel	Erin	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19
1191	Rezvani	Julie	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1340	Rodriguez	Heather	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1215	Ronstadt	Deborah	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1340	Ryan	Theresa	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1160	Ryan	Theresa	Maple	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget #0110050101-1100	8/8/19-5/31/19
1192	San	Makothnimit	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1192	Saul	Jennifer	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1160	Simpson	Kimberly	Woodcrest	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget #0110050101-1100	8/8/19-5/31/19
1347	Simpson	Kimberly	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget #0121229101-1101	6/3/19-8/7/19
1192	Sincire	Dionne	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1286	Sorensen	Daniela	Educational Services	Teacher	Stipend	Approve stipend of \$5,000 for certificated employee to monitor 8th grade students for science online program called Edgenuity during	6/3/19-8/7/19
1193	Sotolongo	Amy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1347	Spencer	Dionna	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1214	Stewart	Kelley	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1193	Stewart	Kimberly	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1289	Stricker	Matthew	Parks	Teacher	Stipend	Approve stipend of \$150 for certificated employee to coach track & field. Budget #0130423409-1901	5/1/19-5/17/19
1078	Suh	Betty	Student Support	Nurse	Stipend	Approve stipend of \$2,500 for certificated employee to be paid at the end of school year per approved Teacher's Agreement. Budget	8/8/19-5/31/19
1214	Taylor	Leslie	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1347	Tran	Karina	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19
1160	Valenzuela	Natalie	Maple	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget #0110050101-1100	8/8/19-5/31/19
1162	Velazquez	Lori	Hermosa	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to be paid at the end of the school year for Combo classroom. Budget #0110050101-1100	8/8/19-5/31/19
1341	Vidales	Mucio	Nicolas	Teacher	Stipend	Approve stipend of \$4,000 for certificated employee to work Speech & Debate Nationals Tournament in Dallad, Texas. Budget #0138455109-1101	6/15/19-6/22/19
1340	Vidales	Mucio	Educational Services	Teacher	Stipend	Approve stipend of \$2,300 for certificated employee to participate in Speech and Debate Program. Budget #0138455109-1101	8/13/18-5/31/19
1341	Vidales	Mucio	Educational Services	Teacher	Stipend	Approve stipend of \$3,100 for certificated employee to attend Speech and Debate Nationals Tournament in Dallas, TX during summer. Budget #0138455109-1101	6/15/19-6/22/19
1173	Wasaznik	Isabella	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on Kindergarten assessment. Budget #0121228101-1101	8/5/19
1191	Wasaznik	Isabella	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1192	Werderman	Emma	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0121228101-1101	8/1/19
1214	White	Kerri	Fern	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work during summer for grade level planning. Budget #0130413101-1101	8/5/19
1347	Wren	Susie	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19
1347	Zeh	Kenneth	Woodcrest	Teacher	Stipend	Approve stipend of \$120 for certificated employee to work on planning for new school year during summer. Budget	6/3/19-8/7/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1174	TBD		Educational Services	Teacher	Stipend	Approve stipend of \$120 for certificated employee(s) who participate in Co-Teach Program during summer. Names to be provided in August. Budget #0140155239-1901	8/7/219
1333	TBD		Certificated Personnel	Teacher	Stipend	Approve stipend of \$120 for new certificated employees to attend training. Names will be provided on August 6th. Budget #0110050101-1101	8/6/19
	Hansen	Megan	Rolling Hills	Teacher	Unpaid Leave of Absence		5/2/19-5/24/19
	Sifuentes	Esmeralda	Student Support	Speech	Unpaid Leave of Absence		4/1/19-5/31/19

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 May 21, 2019.

\_\_\_\_\_  
Clerk/Secretary

CONSENT ITEM

**DATE:** May 21, 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: May 21, 2019**

SITE	DONOR	RELATIONSHIP	DESCRIPTION	PURPOSE	AMOUNT
Acacia	Acacia PTA		monetary donation	Outdoor Science Camp	\$1,356.00
Acacia	Cotsen Foundation	Community Partner(s)	monetary donation	alumni conference grants	\$1,250.00
Acacia	Kroger	Community Partner(s)	monetary donation	for the school	\$86.01
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$224.00
Beechwood	Beechwood PTSA		monetary donation	miscellaneous supplies	\$10,915.32
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	experiential learning, performing arts, subscriptions, support	\$60,000.00
Beechwood	Beechwood School PTSA		monetary donation	6th grade OSS	\$5,520.82
Commonwealth	Commonwealth PTA		monetary donation	All the Arts for All the Kids Program	\$975.00
Commonwealth	Lifetouch	Community Partner(s)	monetary donation	for the school	\$86.00
CWA	St. Jude Medical Center	Community Partner(s)	monetary donation	PBIS	\$21,498.37
Fern Drive	Fern Drive Techknowledgy Foundation	Community Partner(s)	monetary donation	cooking class	\$680.00
Fern Drive	Steve Rabenston	Staff	monetary donation	purchase of Minecraft App	\$59.71
Fine Arts	Fern Drive PTA		monetary donation	All the Arts for All the Kids Program	\$1,350.00
Fine Arts	Orangethorpe PTA		monetary donation	All the Arts for All the Kids Program	\$1,875.00
Golden Hill	Golden Hill Education Foundation	Community Partner(s)	monetary donation	music program	\$784.24
Golden Hill	Golden Hill Education Foundation	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,800.00
Laguna Road	Apelila & J, LLC	Community Partner(s)	monetary donation	Outdoor Science School	\$210.89
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	monetary donation	STEM lab mural	\$637.21
Laguna Road	Laguna Road Support Our School Foundation	Community Partner(s)	monetary donation	enrichment	\$2,583.59
Laguna Road	Panda Restaurant	Community Partner(s)	monetary donation	Outdoor Science School	\$80.79
Laguna Road	Rubio's Coastal Grill	Community Partner(s)	monetary donation	Outdoor Science School	\$70.32
Nicolas J.H.	Lifetouch	Community Partner(s)	monetary donation	school supplies	\$77.00



SITE	DONOR	RELATIONSHIP	DESCRIPTION	PURPOSE	AMOUNT
Orangethorpe	Jerry DelGiudice	Community Partner(s)	art supplies	arts program	
Orangethorpe	Samuel Ibe and Emmeline Adonis-Ibe	Parent(s)	monetary donation	field trips	\$90.00
Orangethorpe	Orangethorpe PTA		monetary donation	OSS Camp	\$667.00
Parks J.H.	Lisa Cal	Parent(s)	monetary donation	after-school sports	\$204.00
Raymond	Fullerton Education Foundation	Community Partner(s)	monetary donation	Mr. Spector's classroom	\$375.00
Raymond	Aaruni Thakur	Parent(s)	monogrammed chess club hats	Chess Club	
Richman	PTA California Congress of Parents		monetary donation	purchase of refreshments for family dance	\$100.00
Rolling Hills	Kroger	Community Partner(s)	monetary donation	school enrichment	\$55.84
Sunset Lane	Sunset Lane Education Foundation	Community Partner(s)	monetary donation	sharing purchase of TVs	\$774.44
Sunset Lane	Sunset Lane Education Foundation	Community Partner(s)	monetary donation	Accelerated Reader	\$5,619.88
Sunset Lane	Sunset Lane PTA		monetary donation	Renaissance Accelerated Reader	\$5,619.87
Sunset Lane	Sunset Lane PTA		monetary donation	risers for MPR stage	\$7,667.42
Superintendent's Office	Wilson W. Phelps Foundation	Community Partner(s)	monetary donation	furniture, robotics, books, modules for Commonwealth, Nicolas, Parks, Richman, Valencia Park	\$70,881.00
Visual & Performing Arts	Laguna Road PTA		monetary donation	All the Arts for All the Kids Program	\$1,575.00
Visual & Performing Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,000.00
Woodcrest	Woodcrest PTA		monetary donation	All the Arts for All the Kids Program	\$900.00

CONSENT ITEM

**DATE:** May 21, 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 M22C0084 THROUGH M22C0088, M22D0327 THROUGH M22D0382, M22E0306 THROUGH M22E0395, M22M0262 THROUGH M22M0292, M22R1423 THROUGH M22R1672, M22S0012 THROUGH M22S0013, M22T0041 THROUGH M22T0048, M22V0227 THROUGH M22V0267, AND M22X0408 THROUGH M22X0427 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 M22C0084 through M22C0088, M22D0327 through M22D0382, M22E0306 through M22E0395, M22M0262 through M22M0292, M22R1423 through M22R1672, M22S0012 through M22S0013, M22T0041 through M22T0048, M22V0227 through M22V0267, and M22X0408 through M22X0427 for the 2018/2019 fiscal year.

RC:MG:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 05/21/2019**

**FROM 03/22/2019 TO 05/02/2019**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22C0084	TEACHERS COLLEGE	4,250.00	4,250.00	0130219271 5210	LCFF Supplemental Admin Maple / Conferences and
M22C0085	CC-PURCHASING	125.00	125.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
M22C0086	EVERYCHILD CALIFORNIA	129.00	129.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
M22C0087	CALIFORNIA CHILD DEVELOPMENT	129.00	129.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
M22C0088	ORANGE CNTY DEPARTMENT OF EDUC	110.00	110.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
M22D0327	JONES SCHOOL SUPPLY	553.64	553.64	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
M22D0328	CREATEFORLESS	351.38	351.38	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22D0329	SCHOOL NURSE SUPPLY INC	378.42	378.42	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22D0330	DISCOUNT SCHOOL SUPPLY	268.01	268.01	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22D0331	COLDSELL SYSTEMS	412.13	412.13	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
M22D0332	CULVER NEWLIN INC	3,258.36	3,258.36	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22D0333	HEINEMANN PUBLISHING	1,218.72	1,218.72	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0334	PERMA BOUND	298.64	298.64	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies
M22D0335	HAZ RENTAL CENTER	1,400.64	1,400.64	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
M22D0336	SCHOOL MATE	1,179.67	1,179.67	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0337	SCHOOL MATE	1,179.67	1,179.67	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0338	HEINEMANN PUBLISHING	1,218.72	1,218.72	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0339	PALOS SPORTS	1,139.38	1,139.38	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22D0340	SCHOOL SPECIALTY	67.93	67.93	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22D0341	BARNES AND NOBLE INC	341.46	341.46	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0342	HAZ RENTAL CENTER	447.00	447.00	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22D0343	HAZ RENTAL CENTER	542.85	542.85	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
M22D0344	WATCH DOGS USA INCORPORATED	471.54	471.54	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
M22D0345	AMAZON.COM	696.98	696.98	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0346	AMAZON.COM	526.80	526.80	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
M22D0347	HAZ RENTAL CENTER	882.10	882.10	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
M22D0348	HAZ RENTAL CENTER	2,381.94	2,381.94	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
M22D0349	ALL AMERICAN PARTY RENTALS	546.09	546.09	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22D0350	OFFICE DEPOT BUSINESS SERVICE	36.15	36.15	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22D0351	CENTER FOR COLLABORATIVE CLASS	576.98	576.98	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
M22D0353	PRESIDENT'S EDUCATION AWARD PR	227.58	227.58	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22D0354	KATIE'S CREATIVE GIFTS	231.66	231.66	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22D0355	KAEDON BOOKS	766.55	766.55	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
M22D0356	ORIENTAL TRADING COMPANY	260.57	260.57	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22D0357	GUITAR CENTER	58.86	58.86	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
M22D0358	COMPLETE BUSINESS SYSTEMS	648.80	648.80	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22D0359	EAGLE COMMUNICATIONS	600.53	600.53	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
M22D0360	DICK BLICK ART MATERIALS	233.27	233.27	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22D0361	HAZ RENTAL CENTER	881.32	881.32	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22D0362	CC-PURCHASING	96.98	96.98	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0363	CC-PURCHASING	273.14	273.14	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22D0364	SPEEDPRO IMAGING	486.00	486.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22D0365	DISCOUNT MAGAZINE SUBSCRIPTION	147.10	147.10	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
M22D0366	NEED4TEES	1,810.20	1,810.20	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22D0367	CDW.G	355.60	355.60	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22D0368	PRESSAVVY INC.	1,749.73	1,749.73	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22D0369	HEINEMANN PUBLISHING	334.03	334.03	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
M22D0370	TEACHER CREATED MATERIALS	2,000.00	2,000.00	0121221101 5805	Title I Orangethorpe Instr / Consultants

**FULLERTON ELEMENTARY**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0371	HEINEMANN PUBLISHING	3,914.01	3,914.01	0130211101 4310	LCFF Supplemental Instr BW / Materials and Supplies Instr
M22D0372	MATSMATSMATS.COM	269.38	269.38	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
M22D0373	OFFICE DEPOT BUSINESS SERVICE	700.35	700.35	0130217271 4350	LCFF Supplemental Admin LV / Materials and Supplies
M22D0374	ART SUPPLY WAREHOUSE	6,518.88	6,518.88	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22D0375	STATEMENT SHIRTS	90.51	90.51	0130217271 4350	LCFF Supplemental Admin LV / Materials and Supplies
M22D0377	REALLY GOOD STUFF	485.93	485.93	0111630107 4310	Cotsen Foundation Instr Fidler / Materials and Supplies Instr
M22D0378	KBI AND ASSOCIATES	892.99	892.99	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
M22D0379	FASTSIGNS 67401	1,137.21	637.21	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
			500.00	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
M22D0380	GOPHER SPORT	992.06	992.06	0181220101 4310	Instr Mat Lottery Nicolas Inst / Materials and Supplies Instr
M22D0381	PALOS SPORTS	3,030.30	3,030.30	0181220101 4310	Instr Mat Lottery Nicolas Inst / Materials and Supplies Instr
M22D0382	CULVER NEWLIN INC	11,221.62	11,221.62	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22E0306	WATKINS, JODI	1,391.00	1,391.00	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
M22E0307	DILUIGI, JESSICA	398.06	398.06	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0308	GILSTRAP, CHRISTINA	96.96	96.96	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22E0309	PURNICK, KATHERINE	10.00	10.00	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22E0310	SAQR, MARIA	31.97	31.97	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22E0311	JONES, LAURA	457.60	457.60	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22E0312	BEAVER, AARON	62.48	62.48	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22E0313	FRISZ, JANE	300.75	300.75	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
M22E0314	SANTILLAN, LESLIE	132.84	132.84	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22E0315	HALSTEAD, KIMBERLEY	116.91	116.91	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
M22E0316	OLSEN, STEPHANIE	89.77	89.77	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0317	VETROVEC, STACY	145.84	145.84	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
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M22E0318	STOUT, ROSALIE	136.77	136.77	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
M22E0319	WILMOTH, STEPHANIE	14.10	14.10	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22E0320	SEGUNDO, DENISE	244.22	244.22	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22E0321	KOJIMA, DEBRA	667.68	667.68	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0322	COCKERILL, HEIDI ANN	694.95	694.95	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0323	GARDNER, JODY	130.95	130.95	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
M22E0324	LING, PHILLIP	105.69	105.69	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22E0325	VALENZUELA, NATALIE	280.83	280.83	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
M22E0326	WHITE, KELLIE	9.99	9.99	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22E0327	MARTINEZ, ANTHONY	98.26	98.26	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
M22E0328	NELSON, JANICE S	113.00	113.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
M22E0329	LOPEZ, SAMANTHA	63.20	63.20	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
M22E0330	CHAVEZ, JODI	157.77	157.77	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
M22E0331	GARCIA, CYNTHIA	188.56	188.56	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22E0332	RIOS, HEATHER	101.85	101.85	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22E0333	NUNEZ, ROMAN	120.62	120.62	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22E0334	WREN, SUSIE	132.31	132.31	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22E0335	MICHAELS, KEELY	51.01	51.01	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22E0336	GREEN, TERESA	477.62	477.62	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0337	GREEN, TERESA	435.29	435.29	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0338	FRUTCHEY, LYNNE	125.08	125.08	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0339	NGUYEN, LAUREN	62.06	62.06	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
M22E0340	SMITH, CASEY	303.03	303.03	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0341	OLSEN, STEPHANIE	400.01	400.01	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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M22E0342	DELVA, JAMES	186.50	186.50	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
M22E0343	MARMOLEJO, CAROLINA	352.00	352.00	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22E0344	LAFONT, ANNE	224.13	224.13	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0345	WINGFIELD, LINDA	92.94	92.94	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22E0346	GAER, RUTH	216.00	216.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22E0347	KIM, REBEKAH	342.25	342.25	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22E0348	RYAN, THERESA	57.53	57.53	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22E0349	MERDA, MEGAN	19.91	19.91	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0350	CURLEY, CAROLE ANN	77.41	77.41	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0351	LEAVITT, CARIN	56.04	56.04	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
M22E0352	CAMPOS, KRISTEN	117.57	117.57	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22E0353	GARCIA, DAVID	55.34	55.34	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22E0354	DILUIGI, JESSICA	36.93	36.93	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0355	KOJIMA, DEBRA	648.46	648.46	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0356	LAFONT, ANNE	367.43	367.43	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0357	TALBOT, KELLY	610.60	610.60	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
M22E0358	BEECHER, LINDA	99.03	99.03	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22E0359	SMITH, MARY	40.14	40.14	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22E0360	CATTERN, KELLY	184.36	184.36	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
M22E0361	SANCHEZ, VANESSA	447.19	447.19	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
M22E0362	HUMPHREY, JAIME	392.12	392.12	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0363	DUCHSHERER, KATHERINE	217.64	217.64	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
M22E0364	LOMELI, ANITA	16.00	16.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22E0365	RIOS, HUGO	179.82	179.82	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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**FROM 03/22/2019 TO 05/02/2019**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22E0366	ARREOLA, EVA	565.69	565.69	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22E0367	COCKERILL, HEIDI ANN	295.21	295.21	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0368	LEWIS, LARA	459.89	459.89	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0369	ASCARI, PATRICIA	185.90	185.90	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
M22E0370	ROLLER, NANETTE	21.41	21.41	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
M22E0372	MANKIEWICZ, MATT	72.03	72.03	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22E0373	BELLOSO, ARACELI	30.72	30.72	0139155101 4310	Positive Behavior Interv Instr / Materials and Supplies Instr
M22E0374	WILLIAMSON, CATIE	39.96	39.96	0139155101 4310	Positive Behavior Interv Instr / Materials and Supplies Instr
M22E0375	WHITE, KELLIE	26.40	26.40	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22E0376	SEIBERT, SANDRA	100.25	100.25	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22E0377	GOULET, HEATHER	46.67	46.67	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22E0378	MERDA, MEGAN	47.84	47.84	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22E0379	PELLIZZARI, KELLY	60.32	60.32	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
M22E0380	LEON, ELIZABETH	16.00	16.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22E0381	NGUYEN, LAUREN	20.00	20.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22E0382	COSGROVE, MARILEE	106.64	106.64	0132952101 4310	AftrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
M22E0383	RIOS, HUGO	245.14	245.14	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
M22E0384	LEAVITT, CARIN	140.00	140.00	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Instr
M22E0385	MAHAR, NICOLE	53.94	53.94	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22E0386	HANCOCK, EMILY	242.44	242.44	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22E0387	CENTENO, CRISTINA	154.87	154.87	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22E0388	GUPPY, STEPHANIE	298.82	298.82	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Instr
M22E0389	ROUNDS, CYNTHIA	12.20	12.20	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22E0390	SANCHEZ, VANESSA	53.78	53.78	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr



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M22E0391	SANCHEZ, VANESSA	19.01	19.01	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
M22E0392	SANCHEZ, VANESSA	100.52	100.52	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22E0393	DILUIGI, JESSICA	113.12	113.12	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0394	COCKERILL, HEIDI ANN	7.54	7.54	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0395	SCARFF, SUSAN	151.11	151.11	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
M22M0262	A-G SOD FARMS INC	6,391.00	6,391.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
M22M0263	ACT SYSTEMS	525.00	525.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
M22M0264	CDW.G	178.54	178.54	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
M22M0265	PROGRESSIVE SURFACING	4,375.40	4,375.40	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0266	EDUCATION PRODUCTS AND SERVICE	1,075.82	1,075.82	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0267	MONTGOMERY HARDWARE COMPANY	3,049.86	3,049.86	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0268	KYA SERVICES LLC	10,878.53	10,878.53	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0269	HALDEMAN INC	353.00	353.00	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0270	KYA SERVICES LLC	6,171.41	6,171.41	0130217851 6200	LCFF Supplemental FacilitiesLV / Buildings and Improve
M22M0271	ARCHITECTURE 9 PLLLP	14,500.00	14,500.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0272	STATE ARCHITECT, DIVISION OF T	2,796.41	2,796.41	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0273	SAXON ENGINEERING SERVICES INC	13,400.00	13,400.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0274	SAXON ENGINEERING SERVICES INC	11,700.00	11,700.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0275	NATURAL GREEN TREE CARE INC	2,660.00	2,660.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
M22M0276	ENKO SYSTEMS INC	390.00	390.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
M22M0277	HOME DEPOT, THE	3,715.31	3,715.31	0154253829 4364	Custodial Discretionary / Vehicle Repairs & Supplies
M22M0278	CAM ELECTRONICS DISTRIBUTING	548.52	548.52	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0279	MONTGOMERY HARDWARE COMPANY	1,721.06	1,721.06	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0280	ALTECK INC	99.62	99.62	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs

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M22M0281	ORTCO INC	3,650.00	3,650.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
M22M0282	DESIGN WORKS, THE	22,640.00	22,640.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0283	PACIFIC SIGN INSTALLATIONS	120.00	120.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22M0284	FULL COMPASS SYSTEMS LTD	119.14	119.14	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0285	UNITED RENTALS (NORTH AMERICA)	308.83	308.83	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0286	MONTGOMERY HARDWARE COMPANY	975.91	975.91	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0287	SWEETWATER SOUND INC	440.34	440.34	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22M0288	MOHAWK FACTORING LLC	1,777.59	1,777.59	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
M22M0289	ARCHITECTURE 9 PLLLP	1,500.00	1,500.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0290	PCLIQUIDATIONS.COM	203.16	203.16	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
M22M0291	DESIGN WORKS, THE	4,600.00	1,533.34	0153353950 5805	/ Consultants
			1,533.33	2567150851 5805	Facilities / Consultants
			1,533.33	2567150859 5805	Facilities Improvement Central / Consultants
M22M0292	NATIONAL CONSTRUCTION RENTALS	1,363.40	1,363.40	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22R1423	AMAZON.COM	138.50	138.50	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R1424	WONDER WORKSHOP	775.75	775.75	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1425	BELLFLOWER MUSIC CENTER	508.51	508.51	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
M22R1426	WESTERN PSYCHOLOGICAL SERVICES	49.46	49.46	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
M22R1427	CDW.G	360.71	360.71	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22R1428	TEACHER SYNERGY LLC	117.65	117.65	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1429	LOS ANGELES ZOO	378.00	378.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
M22R1430	MYSTERY SCIENCE INC	16,983.00	16,983.00	0100000000 9330	Unrestricted / Prepaid Expenditures
M22R1431	LEARNING A TO Z	109.95	109.95	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
M22R1432	CRICKET MAGAZINE GROUP	79.95	79.95	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies

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M22R1433	FULLERTON, CITY OF	475.00	475.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22R1434	OCEAN INSTITUTE	1,900.00	1,900.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
M22R1435	ULINE INC	211.95	211.95	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
M22R1436	BLUE VIOLET NETWORKS LLC	640.00	640.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R1437	DISNEYLAND RESORT	2,250.00	2,250.00	0111630101 5850	Donation Discretionary Fidler / Admission Fees
M22R1438	DISNEYLAND RESORT	9,450.00	9,450.00	0111630101 5850	Donation Discretionary Fidler / Admission Fees
M22R1439	WHITE RHINO PROMOTIONAL SOLUTI	131.97	131.97	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
M22R1440	WILSHIRE AVE. COMMUNITY CHURCH	568.75	568.75	0130423189 4310	LCFF Base Vocal Class Parks / Materials and Supplies Instr
M22R1441	STUDIES WEEKLY INC	840.77	840.77	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1442	SHARP INTERNATIONAL	260.00	260.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R1443	CAL POLY POMONA FOUNDATION INC	1,152.00	1,152.00	0111610101 5850	Donation Instr Acacia / Admission Fees
M22R1444	MULTI HEALTH SYSTEMS	2,983.88	2,983.88	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R1445	MULTI HEALTH SYSTEMS	4,582.61	4,582.61	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R1446	MULTI HEALTH SYSTEMS	1,373.82	1,373.82	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R1447	MULTI HEALTH SYSTEMS	1,788.66	1,788.66	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R1448	HEALTH CONNECTED	671.18	671.18	0140155239 4310	Curriculum Development Discret / Materials and Supplies
M22R1449	AMAZON.COM	323.14	323.14	0142054201 4350	Special Ed Administration / Materials and Supplies Office
M22R1450	MISSION SAN JUAN CAPISTRANO	612.00	612.00	0111612171 4310	Donation Field Trip Commonwlth / Materials and Supplies
M22R1451	AMAZON.COM	25.85	25.85	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R1452	APPLE COMPUTER INC	43,467.91	43,467.91	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1453	AMAZON.COM	138.01	138.01	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R1454	AMAZON.COM	137.78	137.78	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R1455	CDW.G	605.81	605.81	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22R1456	AMAZON.COM	889.66	889.66	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr

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M22R1457	CC-PURCHASING	200.00	200.00	0130427109 5850	LCFF Base Instr Sunset Lane / Admission Fees
M22R1458	AYUDA INTERNATIONAL	46,400.00	20,000.00 26,400.00	0100000000 9330 0122752101 5805	Unrestricted / Prepaid Expenditures Title IV Part A SSAE Instr / Consultants
M22R1459	CC-PURCHASING	860.00	860.00	0140955249 5805	Info Systems Serv Media DC / Consultants
M22R1460	AMAZON.COM	211.04	211.04	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
M22R1461	AMAZON.COM	226.44	226.44	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1462	AMAZON.COM	38.56	38.56	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R1463	SOCAL TEACHER TOOLS	3,093.00	3,093.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22R1464	SCHOOL SPECIALTY	462.93	462.93	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
M22R1465	IMAGINAVI INC	150.86	150.86	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R1466	AMAZON.COM	95.89	95.89	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
M22R1467	RUG-ED PRODUCTS INC	3,491.10	3,491.10	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1468	AMAZON.COM	159.91	159.91	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1469	AMAZON.COM	71.26	71.26	0111624107 4310	Cotsen Foundation Inst Raymond / Materials and Supplies
M22R1470	RAPTOR TECHNOLOGIES LLC	2,480.14	2,480.14	8152451741 4350	Property and Liability / Materials and Supplies Office
M22R1471	FULLERTON PHOTOGRAPHICS INC	4,716.22	4,716.22	8152451741 4350	Property and Liability / Materials and Supplies Office
M22R1472	INTERNATIONAL E-Z UP INC	8,727.87	8,727.87	8152451741 4363	Property and Liability / Materials and Supplies Repairs
M22R1473	AMAZON.COM	212.16	212.16	0130220271 4350	LCFF Suppl Admin Nicolas / Materials and Supplies Office
M22R1474	COLETTE'S CATERING AND EVENTS	301.81	301.81	0140955247 4350	Info System iPersonalize Media / Materials and Supplies
M22R1475	PRETEND CITY CHILDREN'S MUSEUM	540.00	540.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22R1476	KAPLAN SCHOOL SUPPLY	1,091.32	1,091.32	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies Instr
M22R1477	AEROMARK	12.12	12.12	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1478	AMAZON.COM	897.62	897.62	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22R1479	BARNES AND NOBLE INC	317.32	317.32	0135555103 4310	BTSA Instruction / Materials and Supplies Instr

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M22R1480	YOUTHTRUTH STUDENT SURVEY	5,900.00	5,900.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1481	COMMITTEE FOR CHILDREN	57,316.53	43,727.53	0121552101 4310	Title IV Part A ESSA Instr / Materials and Supplies Instr
			13,589.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
M22R1482	AMAZON.COM	35.55	35.55	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R1483	ORIGINAL WORKS-YOURS INC.	158.42	158.42	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
M22R1484	NONQUIXOTE LLC	5,071.00	5,071.00	0140955249 5805	Info Systems Serv Media DC / Consultants
M22R1485	COLETTE'S CATERING AND EVENTS	4,000.00	4,000.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R1486	AMAZON.COM	69.98	69.98	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22R1487	AMAZON.COM	54.74	54.74	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R1488	AMAZON.COM	581.41	581.41	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
M22R1489	FINANCIAL AND OFFICE SYSTEMS I	1,856.25	1,856.25	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R1490	AMAZON.COM	1,635.17	1,635.17	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
M22R1491	EDUCATION PRODUCTS AND SERVICE	399.98	399.98	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R1492	AMAZON.COM	19.28	19.28	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R1493	COYOTE HILLS COUNTRY CLUB	2,384.00	2,384.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22R1494	LAKESHORE LEARNING	783.79	783.79	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1495	LAKESHORE LEARNING	214.42	214.42	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R1496	JONES SCHOOL SUPPLY	102.44	102.44	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R1497	LAKESHORE LEARNING	634.44	634.44	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1498	LAKESHORE LEARNING	1,237.77	1,237.77	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1499	LAKESHORE LEARNING	1,509.34	1,509.34	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1500	AMY'S FARM	768.00	768.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
M22R1501	LAKESHORE LEARNING	729.31	729.31	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1502	LAKESHORE LEARNING	823.65	823.65	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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M22R1503	LAKESHORE LEARNING	1,105.21	1,105.21	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1504	LAKESHORE LEARNING	700.15	700.15	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1505	LAKESHORE LEARNING	1,208.11	1,208.11	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1506	LAKESHORE LEARNING	1,086.89	1,086.89	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1507	PLUSOPTIX INC.	295.00	295.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1508	JANELLE PUBLICATIONS	82.43	82.43	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1509	AEROMARK	38.79	38.79	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22R1510	KBI AND ASSOCIATES	115.50	115.50	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
M22R1511	SUPER DUPER PUBLICATIONS	199.21	199.21	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1512	LAKESHORE LEARNING	462.14	462.14	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
M22R1513	PARENT EDUCATION BRIDGE FOR	3,992.00	3,992.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
M22R1514	AMERICAN SPEECH LANGUAGE HEARI	252.57	252.57	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1515	NATIONAL ASSOCIATION OF ELEMEN	190.00	190.00	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
M22R1516	KBI AND ASSOCIATES	782.57	782.57	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22R1517	PARENT EDUCATION BRIDGE FOR	2,793.00	2,793.00	0121224101 5805	Title I Raymond Instruction / Consultants
M22R1518	ORANGE CNTY DEPARTMENT OF EDUC	460.00	460.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22R1519	GOPHER SPORT	67.34	67.34	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
M22R1521	NUMOTION	256.98	256.98	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R1522	NIEMANN, MICHAEL	125.00	125.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1523	SUPER DUPER PUBLICATIONS	312.86	312.86	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1524	PRO ED	124.82	124.82	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R1525	SUPER DUPER PUBLICATIONS	143.16	143.16	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1526	SUPER DUPER PUBLICATIONS	172.30	172.30	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1527	OFFICE DEPOT BUSINESS SERVICE	1,822.11	1,822.11	0132952101 4310	AftrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr

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**BOARD OF TRUSTEES MEETING 05/21/2019**

**FROM 03/22/2019 TO 05/02/2019**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R1528	DISCOUNT SCHOOL SUPPLY	624.11	624.11	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1529	STEVENS & MCMILLAN	16,000.00	16,000.00	6852458741 5828	Workers Comp Admin / Settlements
M22R1530	SUPER DUPER PUBLICATIONS	29.44	29.44	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
M22R1531	KUTA SOFTWARE LLC	633.00	633.00	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Instr
M22R1532	AMAZON.COM	235.26	235.26	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1533	JANELLE PUBLICATIONS	82.43	82.43	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1534	CC-PURCHASING	102.35	102.35	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1535	AMAZON.COM	301.22	301.22	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1536	DESPARS EMBROIDERY	390.06	390.06	0130417139 4310	LCFF Base Instr Music LV / Materials and Supplies Instr
M22R1537	ROCHESTER 100 INC	1,124.64	1,124.64	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R1538	CALIFORNIA WEEKLY EXPLORER INC	1,110.00	1,110.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22R1539	SCHOOL SPECIALTY	1,980.88	1,980.88	0111555103 4310	Gifted and Talented Education / Materials and Supplies
M22R1540	AEROMARK	15.35	15.35	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22R1541	AMAZON.COM	163.73	163.73	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22R1542	AMAZON.COM	283.29	283.29	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
M22R1543	KBI AND ASSOCIATES	431.86	431.86	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22R1544	AMAZON.COM	119.37	119.37	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
M22R1545	TEAM ATHLETICS	219.81	219.81	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
M22R1546	AMAZON.COM	82.35	82.35	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R1547	AMAZON.COM	2,367.46	2,367.46	0111929101 6410	Phelps Grant Woodcrest / New Equip Less Than \$10,000
M22R1548	AEROMARK	32.33	32.33	0142054201 4350	Special Ed Administration / Materials and Supplies Office
M22R1549	SCHOOL SPECIALTY	496.66	496.66	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R1550	AMAZON.COM	325.69	325.69	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1551	AMAZON.COM	26.93	26.93	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr

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M22R1552	AMAZON.COM	71.06	71.06	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
M22R1553	GOPHER SPORT	5,352.89	5,352.89	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22R1554	COOLE SCHOOL INC	935.50	935.50	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R1555	SCHOOL HEALTH CORPORATION	101.02	101.02	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22R1556	FRIENDS OF SANTA ANA ZOO	861.00	861.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
M22R1557	KAJEET INC	753.12	753.12	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
M22R1558	COMPANION CORPORATION	58.10	58.10	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
M22R1559	LAKESHORE LEARNING	322.17	322.17	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
M22R1560	BEAT BY BEAT PRESS	322.17	322.17	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
M22R1561	SPENCER, KRISTINE	224.76	224.76	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1562	LAFONT, ANNE	98.17	98.17	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1563	KOSKI, BRITTNEY	630.67	630.67	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1564	CARRILLO, DANIELLE	398.20	398.20	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1565	DILUIGI, JESSICA	673.58	673.58	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1566	GANDER PUBLISHING	3,481.59	3,481.59	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
M22R1567	AMAZON.COM	92.20	92.20	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1568	GUIDED DISCOVERIES INC.	15,355.00	15,355.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
M22R1569	MUSIC AND ARTS CENTER	2,220.31	2,220.31	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22R1570	FILEMAKER INC	16,920.00	16,920.00	0100000000 9330	Unrestricted / Prepaid Expenditures
M22R1571	MITINET INC	4,150.00	4,150.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1572	DICK BLICK ART MATERIALS	562.33	562.33	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22R1573	APPLE COMPUTER INC	20,942.96	20,942.96	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
M22R1574	AMAZON.COM	154.03	154.03	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R1575	APPLE COMPUTER INC	481.64	481.64	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr



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M22R1576	OCEAN INSTITUTE	1,071.04	1,071.04	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
M22R1577	AMAZON.COM	51.93	51.93	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1578	BOOKSOURCE, THE	1,706.87	1,706.87	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
M22R1579	BOOKSOURCE, THE	3,475.29	3,475.29	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
M22R1580	BARNES AND NOBLE INC	249.55	249.55	0111555103 4310	Gifted and Talented Education / Materials and Supplies
M22R1581	HEINEMANN PUBLISHING	9,482.00	9,482.00	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
M22R1582	HEINEMANN PUBLISHING	4,611.71	4,611.71	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
M22R1583	PERMA BOUND	401.53	401.53	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies
M22R1584	COLLABORATIVE LEARNING SOLUTIO	3,000.00	3,000.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
M22R1585	WORTHINGTON DIRECT HOLDINGS LL	564.28	564.28	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
M22R1586	PARENT EDUCATION BRIDGE FOR	4,740.00	4,740.00	0130220101 5805	LCFF Supplemental Inst Nicolas / Consultants
M22R1587	KRAUS, STEVEN	1,500.00	1,500.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22R1589	GOPHER SPORT	605.55	605.55	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Inst
M22R1590	LAKESHORE LEARNING	665.88	665.88	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
M22R1591	TEACHER SYNERGY LLC	123.30	123.30	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1592	CDW.G	1,317.28	1,317.28	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
M22R1593	EDGEWOOD PRESS INC	853.69	853.69	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R1594	SCHOOL SUPPLY STORE LLC	257.87	257.87	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R1595	J TAYLOR EDUCATION	1,434.24	1,434.24	0111555103 4310	Gifted and Talented Education / Materials and Supplies
M22R1596	ORANGE CNTY DEPARTMENT OF EDUC	694.00	694.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
M22R1597	DBQ PROJECT, THE	1,324.68	1,324.68	0111555103 4310	Gifted and Talented Education / Materials and Supplies
M22R1598	SITSPOTS	53.86	53.86	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
M22R1599	GREAT BOOKS FOUNDATION, THE	6,250.00	6,250.00	0111555103 5805	Gifted and Talented Education / Consultants
M22R1600	DEPARTMENT OF SOCIAL SERVICES	242.00	242.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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M22R1601	FLAGHOUSE INC	107.66	107.66	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
M22R1602	HILTON ANAHEIM	15,687.20	15,687.20	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1603	WESTERN PSYCHOLOGICAL SERVICES	2,345.58	2,345.58	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R1604	CDW.G	1,444.01	1,444.01	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
M22R1605	CDW.G	865.45	865.45	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22R1606	APPLE COMPUTER INC	192.87	192.87	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1607	NCS PEARSON INC	14,721.51	14,721.51	0100000000 9330	Unrestricted / Prepaid Expenditures
M22R1608	SCHOOL SPECIALTY	657.42	657.42	0111555103 4310	Gifted and Talented Education / Materials and Supplies
M22R1609	VEX ROBOTICS INC	1,024.79	1,024.79	0181220101 4310	Instr Mat Lottery Nicolas Inst / Materials and Supplies Instr
M22R1610	PERFECT IMAGE PHOTO BOOTH	600.00	600.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22R1611	CURRICULUM ASSOCIATES LLC	1,784.02	1,784.02	0130211101 4310	LCFF Supplemental Instr BW / Materials and Supplies Instr
M22R1612	CARRILLO, DANIELLE	1,415.48	1,415.48	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1613	DILUIGI, JESSICA	172.40	172.40	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1614	WILSON, CINDY	13.00	13.00	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplies
M22R1615	SIMPLE SOLUTIONS	5,629.94	1,463.79	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
			1,238.58	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
			2,927.57	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
M22R1616	CDW.G	495.09	495.09	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R1617	KHAN, ARSHIYA	65.50	65.50	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
M22R1618	MATRIX IMAGING PRODUCTS INC	5,102.00	5,102.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
M22R1619	SOK-HUYNH, DEVI	228.04	228.04	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22R1620	CHUNG, AMY	49.43	49.43	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
M22R1621	ROYAL FIREWORKS PUBLISHING	117.75	117.75	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
M22R1622	CDW.G	678.83	678.83	0152258749 4350	Personnel Commission Discret / Materials and Supplies

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M22R1623	SOUTHWEST SCHOOL AND OFFICE SU	541.24	541.24	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22R1624	HAZ RENTAL CENTER	759.00	759.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22R1625	PETRIS, RUDOLPH	23.98	23.98	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R1626	LAKESHORE LEARNING	887.67	887.67	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R1627	AMAZON.COM	924.96	924.96	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1628	AMAZON.COM	3,855.22	3,855.22	0181220101 4310	Instr Mat Lottery Nicolas Inst / Materials and Supplies Inst
M22R1629	CDW.G	342.65	342.65	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22R1630	SCHOLASTIC MAGAZINES	825.83	825.83	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22R1631	SOUTHWEST SCHOOL AND OFFICE SU	663.96	663.96	0130217271 4350	LCFF Supplemental Admin LV / Materials and Supplies
M22R1632	AMAZON.COM	216.57	216.57	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1633	AMAZON.COM	354.63	354.63	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
M22R1634	AMAZON.COM	120.64	120.64	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
M22R1635	AMAZON.COM	98.36	98.36	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1636	AMAZON.COM	73.42	73.42	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
M22R1637	AMAZON.COM	70.03	70.03	1231019271 4350	Preschool Administration / Materials and Supplies Office
M22R1638	AMAZON.COM	74.34	74.34	0113154101 4310	Low Incidence / Materials and Supplies Instr
M22R1639	BUENA PARK PLAQUE AND TROPHY	577.81	577.81	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R1640	CDW.G	1,402.75	1,402.75	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22R1641	CC-PURCHASING	98.64	98.64	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
M22R1642	CC-PURCHASING	361.50	361.50	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
M22R1643	REMINDERBAND INC	1,235.48	1,235.48	0139155101 4310	Positive Behavior Interv Instr / Materials and Supplies Inst
M22R1644	OFFICE DEPOT BUSINESS SERVICE	35.97	35.97	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1645	SEGERSTROM CENTER FOR THE ARTS	2,122.68	2,122.68	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22R1646	WHITE RHINO PROMOTIONAL SOLUTI	13,792.00	13,792.00	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr

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M22R1647	AMAZON.COM	24.88	24.88	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22R1648	AMAZON.COM	425.34	425.34	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22R1649	AMAZON.COM	43.77	43.77	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22R1650	S&S WORLDWIDE INC	3,628.94	3,628.94	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
M22R1651	KIM, JEANIE	16.00	16.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
M22R1652	S&S WORLDWIDE INC	1,016.04	1,016.04	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
M22R1653	AREY JONES EDUCATIONAL SOLUTIO	4,412.08	4,412.08	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
M22R1654	S&S WORLDWIDE INC	2,025.39	2,025.39	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
M22R1655	SIERRA SCHOOL EQUIPMENT COMPAN	10,715.74	10,715.74	0153750109 4310	Business Admin Instruction / Materials and Supplies Instr
M22R1656	KISHIMOTO, ELWIN	86.20	86.20	0130418109 5640	LCFF Base Instr Laguna Road / Repairs by Vendors
M22R1657	AUNTIE ROXIES LIFE OF THE PART	395.00	395.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22R1658	SUPPLY MASTER	482.72	482.72	0150855359 4350	District Testing / Materials and Supplies Office
M22R1659	POSITIVE PROOF INC	754.25	754.25	8152451741 4350	Property and Liability / Materials and Supplies Office
M22R1660	AMAZON.COM	14.00	14.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22R1661	AMAZON.COM	828.88	828.88	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
M22R1662	HAMEL INTERIORS INC	1,807.27	1,807.27	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
M22R1663	AMAZON.COM	365.56	365.56	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
M22R1664	AMAZON.COM	215.48	215.48	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
M22R1665	AMAZON.COM	226.49	226.49	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr
M22R1666	AMAZON.COM	50.62	50.62	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
M22R1667	AMAZON.COM	45.23	45.23	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
M22R1668	AMAZON.COM	376.30	376.30	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
M22R1669	AMAZON.COM	254.04	254.04	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies
M22R1670	AMAZON.COM	226.06	226.06	0130211101 4310	LCFF Supplemental Instr BW / Materials and Supplies Instr

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M22R1671	AMAZON.COM	123.84	123.84	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R1672	AMAZON.COM	58.07	58.07	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
M22S0012	SOUTHWEST SCHOOL AND OFFICE SU	492.63	492.63	0100000000 9320	Unrestricted / Stores
M22S0013	SUPPLY MASTER	158.26	158.26	0100000000 9320	Unrestricted / Stores
M22T0041	MCCOY AND MILLS FORD	695.64	695.64	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22T0042	SIGN A RAMA	215.41	94.91	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			120.50	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
M22T0043	THE AIR SHOP	1,467.31	777.31	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			690.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
M22T0044	CERTIFIED LABORATORIES	782.87	782.87	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
M22T0045	A-Z BUS SALES	2,343.19	2,343.19	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22T0046	BENNER METALS	591.76	591.76	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22T0047	CT INDUSTRIES	626.59	376.59	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			250.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
M22T0048	A-Z BUS SALES	2,552.99	2,552.99	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22V0227	BRIAN KENYON ART STUDIO INC	1,495.00	200.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
			1,295.00	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
M22V0228	MCCOY AND MILLS FORD	51,005.67	51,005.67	0122752391 6510	Title IV Part A SSAE Pupil Svs / New Equip Greater Than
M22V0229	CALIFORNIA MARQUEE	18,726.85	4,000.00	0110329109 6550	Reimburse Woodcrest Disc / Repl Equip Greater Than
			14,726.85	0130429109 6510	LCFF Base Instr Woodcrest / New Equip Greater Than
M22V0230	CDW.G	927.29	411.12	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
			516.17	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
M22V0231	BIG JOE SALES AND SERVICE	3,323.36	3,323.36	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22V0232	COOL-OFF LLC	623.87	623.87	0130412109 6410	LCFF Base Instr Commonwealth / New Equip Less Than
M22V0233	APPLE COMPUTER INC	3,477.05	3,477.05	0152151749 6450	Personnel Serv Certificated DC / Repl Equip Less Than

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**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 05/21/2019**

**FROM 03/22/2019 TO 05/02/2019**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22V0234	VIRCO MANUFACTURING	1,117.37	1,117.37	0111624101 6410	Donation Instruction Raymond / New Equip Less Than
M22V0235	APPLE COMPUTER INC	9,513.39	9,513.39	0181217101 6410	Instr Mat Lottery Ladera Instr / New Equip Less Than
M22V0236	CULVER NEWLIN INC	83,079.70	71,678.66	0153750109 4310	Business Admin Instruction / Materials and Supplies Instr
			11,401.04	0153750109 6410	Business Admin Instruction / New Equip Less Than
M22V0237	SCHOOL OUTFITTERS	1,120.11	1,120.11	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
M22V0238	DAVE BANG ASSOCIATES INC	3,110.37	3,110.37	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
M22V0239	MIRACLE RECREATION EQUIPMENT C	9,292.01	9,292.01	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
M22V0240	REFRIGERATION SUPPLY DISTRIBUT	845.84	845.84	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
M22V0241	EDUCATION PRODUCTS AND SERVICE	2,406.36	1,761.49	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
			644.87	0111618101 6410	Donation Instruction Laguna Rd / New Equip Less Than
M22V0242	LAKESHORE LEARNING	1,032.25	1,032.25	0130215101 6410	LCFF Suppl Instr Golden Hill / New Equip Less Than
M22V0243	CHALK SPINNER LLC	1,596.38	1,596.38	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
M22V0244	SOUTHPAW ENTERPRISES	3,458.96	3,458.96	0130429109 6410	LCFF Base Instr Woodcrest / New Equip Less Than
M22V0245	WENGER CORPORATION	8,811.58	8,811.58	0130410109 6410	LCFF Base Instr Acacia / New Equip Less Than \$10,000
M22V0246	CDW.G	2,915.43	233.17	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
			2,682.26	0130419109 6410	LCFF Base Instruction Maple / New Equip Less Than
M22V0247	SIERRA SCHOOL EQUIPMENT COMPAN	3,070.88	3,070.88	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0248	PLUMBING AND INDUSTRIAL SUPPLY	545.54	545.54	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0249	GRAINGER INC, WW	1,352.46	1,352.46	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0250	OFFICE DEPOT BUSINESS SERVICE	754.24	754.24	0130212101 6410	LCFF Supplemental Instr CW / New Equip Less Than
M22V0251	APPLE COMPUTER INC	649.34	128.22	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
			521.12	0130223101 6410	LCFF Supplemental Instr Parks / New Equip Less Than
M22V0252	TECH TO SCHOOL	483.80	483.80	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
M22V0253	AMAZON.COM	4,260.91	495.05	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
			3,765.86	0138455109 6410	Ed Services Instruction / New Equip Less Than \$10,000

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22V0254	PHONAK HEARING SYSTEMS	1,603.85	79.19	0113154101 4310	Low Incidence / Materials and Supplies Instr
			1,524.66	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
M22V0255	CULVER NEWLIN INC	650.85	650.85	0111621271 4350	Donation Admin Orangethorpe / Materials and Supplies
M22V0256	CDW.G	5,830.85	494.34	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
			5,336.51	0111627101 6410	After School Program Sunset Ln / New Equip Less Than
M22V0257	TJT SALES	1,691.68	1,691.68	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
M22V0258	JOHNSTONE SUPPLY	603.40	603.40	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0259	B AND M LAWN GARDEN	1,055.95	1,055.95	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
M22V0260	ZEPHYR TURFCARE EQUIPMENT	10,300.00	10,300.00	0154753849 6410	Grounds Discretionary / New Equip Less Than \$10,000
M22V0261	EDUCATION PRODUCTS AND SERVICE	2,168.86	910.48	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
			1,258.38	0130225101 6410	LCFF Supplemental Inst Richman / New Equip Less Than
M22V0262	APPLE COMPUTER INC	1,027.55	1,027.55	0111054101 6410	Home Hospital Instruction / New Equip Less Than \$10,000
M22V0263	BRAVADO OUDOOR PRODUCTS LLC	11,931.32	948.20	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
			10,983.12	0111625101 6410	Donation Instruction Richman / New Equip Less Than
M22V0264	WENGER CORPORATION	7,668.95	7,668.95	0130212101 6410	LCFF Supplemental Instr CW / New Equip Less Than
M22V0265	CULVER NEWLIN INC	1,588.24	203.65	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,384.59	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
M22V0266	ID DEPOT INC	3,354.66	215.24	0155351729 4350	Cert Personnel Dist Admin Exp / Materials and Supplies
			954.67	0155351729 5800	Cert Personnel Dist Admin Exp / Other Contracted Services
			2,184.75	0155351749 6410	Cert Personnel Admin Sub Call / New Equip Less Than
M22V0267	BEST BUY BUSINESS ADVANTAGE AC	1,624.81	453.11	0153750799 4350	Business Administration DC / Materials and Supplies
			1,171.70	0153750799 6450	Business Administration DC / Repl Equip Less Than
M22X0408	WINNOW AND GLEAN	2,000.00	2,000.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22X0409	SMART AND FINAL STORES CORPORA	218.87	218.87	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22X0410	HOME DEPOT, THE	116.44	116.44	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22X0411	COSTCO WHOLESALE	320.63	320.63	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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**FROM 03/22/2019 TO 05/02/2019**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22X0412	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	0112354101 4310	Extended Year Severe Instr / Materials and Supplies Instr
M22X0413	GORM INC	1,500.00	1,500.00	0112354101 4360	Extended Year Severe Instr / Materials and Supplies Other
M22X0414	SOULY, WILFRIED G.	1,540.00	1,540.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0415	ADAMSON, GREG	4,200.00	4,200.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0416	ORR, THERESA	4,550.00	4,550.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0417	GREEN, BRYAN	1,440.00	1,440.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0418	PRINCE, KRISTIN	2,250.00	2,250.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0419	ANDERSON, VERONICA	1,440.00	1,440.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0420	HALL, GABRIEL	3,000.00	3,000.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0421	WILSON, CYNTHIA ANN	3,600.00	3,600.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0422	BEDARD, APRIL	725.00	725.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0423	ARII, MARIA L	910.00	910.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0424	ENGLAND, KATHERINE	3,750.00	3,750.00	0141655101 5805	Fine Arts Donations Instr / Consultants
M22X0425	LAKESHORE LEARNING	3,000.00	3,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
M22X0426	BANDA, JESSICA FLORES	2,400.00	2,400.00	0122752101 5805	Title IV Part A SSAE Instr / Consultants
M22X0427	LAKESHORE LEARNING	6,000.00	6,000.00	0132952101 4310	AftrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
	<b>Fund 01 Total:</b>	<b>1,006,761.72</b>			
	<b>Fund 12 Total:</b>	<b>18,118.85</b>			
	<b>Fund 25 Total:</b>	<b>3,066.66</b>			
	<b>Fund 68 Total:</b>	<b>16,000.00</b>			
	<b>Fund 81 Total:</b>	<b>16,678.48</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>1,060,625.71</b>			



**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES MEETING 05/21/2019**

**FROM 03/22/2019 TO 05/02/2019**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22M0018	ATKINSON ANDELSON LOYA RUDD RO	7,500.00	+2,000.00	0153353819 5825	Plant Maintenance DC / Legal Assistance
M22M0023	ARCHITECTURE 9 PLLLP	46,608.00	+6,800.00	0153353859 5805	Maintenance Facilities DC / Consultants
			+6,600.00	2567150851 5805	Facilities / Consultants
			+6,600.00	2567150859 5805	Facilities Improvement Central / Consultants
M22M0060	HAUFFE COMPANY INC	77,000.00	+12,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0062	ANACAL ENGINEERING COMPANY INC	3,692.50	+756.25	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0117	ARCHITECTURE 9 PLLLP	90,760.00	+13,625.00	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
M22M0221	KYA SERVICES LLC	169,285.19	+15,224.90	4064650857 6100	Redevelop PassThru Admin Restr / Sites and Site
M22M0234	TIME AND ALARM SYSTEM	387.90	+36.57	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
M22R1233	AEROMARK	51.72	+51.72	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
			-43.10	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22R1320	DICK BLICK ART MATERIALS	456.15	+82.59	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22V0095	A-Z BUS SALES	92,734.88	-2,358.50	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
M22X0128	SPICERS PAPER	27,000.00	+7,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
M22X0135	KELLY PAPER STORES	11,000.00	-4,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
M22X0288	IMPERIAL BAND INSTRUMENTS	2,650.00	+450.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
M22X0302	HOLLANDER GLASS INC	5,500.00	+1,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22X0334	KAMSTRA PIANO TUNING LLC	550.00	+300.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22X0390	COATINGS BY SANDBERG INC	2,200.00	+1,200.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22Y0005	ARAMARK UNIFORM SERVICE	4,325.00	+325.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Services
M22Y0010	CLEAN AIR TESTING INC	550.00	-1,950.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
M22Y0011	CRIMP SUPPLY	2,292.00	+292.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22Y0014	FROG ENVIRONMENTAL INC	3,000.00	-1,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
M22Y0016	GCR TIRE CENTERS	400.00	-5,600.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES MEETING 05/21/2019**

**FROM 03/22/2019 TO 05/02/2019**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22Y0023	MCCOY AND MILLS FORD	1,675.00	+925.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22Y0032	PALFINGER LIFTGATES LLC	3,800.00	+1,800.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22Y0036	QUALITY GLASS	790.00	+40.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22Y0042	TAIT ENVIRONMENTAL SERVICES	2,400.00	+200.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
M22Y0046	UPLAND SOUND SHOP	13,500.00	-10,325.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			-4,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
M22Y0065	GOLDEN WEST INDUSTRIAL SUPPLY	4,110.00	+931.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22Y0066	UNITY SCHOOL BUS PARTS INC	3,310.00	+310.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22Z0043	ROTO ROOTER	14,000.00	+6,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
M22Z0044	SSD ALARM SYSTEMS	11,000.00	+4,000.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
M22Z0049	STAPLES 0025724519	1,797.88	-3,202.12	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
M22Z0062	VERIZON WIRELESS	25,600.00	+17,000.00	0153353819 5900	Plant Maintenance DC / Communications
	<b>Fund 01 Total:</b>		<b>31,521.41</b>		
	<b>Fund 25 Total:</b>		<b>26,825.00</b>		
	<b>Fund 40 Total:</b>		<b>15,224.90</b>		
	<b>Total Amount of Change Orders:</b>		<b>73,571.31</b>		

# FULLERTON ELEMENTARY

## PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/21/2019

FROM 03/22/2019 TO 05/02/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0352	PRESIDENT'S EDUCATION AWARD PR	70.65	70.65	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
		<b>70.65</b>			
M22D0376	BULK OFFICE SUPPLY	200.18	200.18	0130229101 4310	LCFF Suppl Instr Woodcrest / Materials and Supplies Instr
		<b>200.18</b>			
M22E0293	NIEMANN, MICHAEL	125.00	125.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
		<b>125.00</b>			
M22E0371	RYNERSON, DOUG	163.78	163.78	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
		<b>163.78</b>			
M22R1232	ID DEPOT INC	3,576.92	3,576.92	0155351749 5800	Cert Personnel Admin Sub Call / Other Contracted
		<b>3,576.92</b>			
M22R1337	WHITE RHINO PROMOTIONAL SOLUTI	131.97	131.97	0111611131 4310	Band Beechwood / Materials and Supplies Instr
		<b>131.97</b>			
M22R1520	AEROMARK	38.79	38.79	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies
		<b>38.79</b>			
M22R1588	SCHOLASTIC MAGAZINES	594.78	594.78	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
		<b>594.78</b>			
M22T0019	A-Z BUS SALES	95,093.38	95,093.38	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
		<b>95,093.38</b>			
P22ER100	A-Z BUS SALES	2,343.19	2,343.19	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
		<b>2,343.19</b>			
P22ER101	BENNER METALS	591.76	591.76	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
		<b>591.76</b>			
	<b>Fund 01 Total:</b>	<b>102,930.40</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>102,930.40</b>			

CONSENT ITEM

**DATE:** May 21, 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 210630 THROUGH 210719 FOR THE 2018/2019 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 22, 2019 through May 2, 2019 contains purchase orders numbered 210630 through 210719 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 \$765,469.99 is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 210630 through 210719 for the 2018/2019 school year.

RC:MB:tg  
Attachment



# Purchase Orders - Detail

5/6/2019 8:33:09 AM

## Fullerton School District

Show all data where the Order Date is between 3/22/2019 and 5/2/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Driftwood Dairy, Inc.</b>	<b>210631</b>	<b>3/22/2019</b>	<b>4/30/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
13770	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2555	\$3,518.24	
41145	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2399	\$9,870.69	
98910	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2167	\$21,433.80	
12	CS	997031	Soy Milk, Pacific 24/8oz #45873	\$16.6100	\$199.32	
11815	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5807	\$6,860.97	
24	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$30.0000	\$720.00	
10	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$12.3009	\$123.01	
150	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1200	\$18.00	
4	CS	86121	Sherbet, Rasp. 3oz/24ct	\$6.9200	\$27.68	
6	gal	997066	Juice, Orange, Gal. #25350	\$4.2841	\$25.70	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$42,797.40
						<input type="checkbox"/>
<b>Driftwood Dairy, Inc.</b>	<b>210632</b>	<b>3/22/2019</b>	<b>4/30/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$9.5389	\$19.08	
4	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$24.0047	\$96.02	
38	DZ	10073	Eggs, Large DZ #59110	\$2.2118	\$84.05	
5	EA	10081	Sour Cream Pint #50450	\$1.5078	\$7.54	
1	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.2500	\$17.25	
1	ea	10092	Half & Half Quart ESL #21251	\$2.1568	\$2.16	
45	ea	25035	Juice, Orange 6oz Eco	\$0.2113	\$9.51	
270	ea	26000	Juice, Apple 4oz Eco	\$0.1200	\$32.40	
270	ea	27000	Juice, Wildberry 4oz Eco	\$0.1250	\$33.75	
3	EA	10071	Whipped Cream, RW Real 15oz #71702	\$3.4600	\$10.38	
4	ea	21180	Half & Half Pint PP DW	\$1.3595	\$5.44	
3	cs	80440	IC 3 Gal French Vanilla	\$21.3771	\$64.13	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$381.70
						<input type="checkbox"/>
<b>Driftwood Dairy, Inc.</b>	<b>210633</b>	<b>3/22/2019</b>	<b>4/30/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2595	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2555	\$663.02	
900	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2399	\$215.91	
18810	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2167	\$4,076.13	
2	CS	45873	Soy Milk, Pacific 24/8oz	\$16.6100	\$33.22	
121	CS	52101	Yogurt, Straw/Banana 48/4oz Dannon	\$12.3009	\$1,488.41	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$6,476.69
						<input type="checkbox"/>
<b>Driftwood Dairy, Inc.</b>	<b>210712</b>	<b>4/30/2019</b>	<b>5/31/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2611	\$2,611.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2452	\$7,356.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2221	\$15,547.00	
10000	EA	997110	Strawberry Milk Splash 1/2 PT Pouch #19090	\$0.2381	\$2,381.00	
100	CS	997031	Soy Milk, Pacific 24/8oz #45873	\$16.6100	\$1,661.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5832	\$8,748.00	
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	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$40,419.04
						<input type="checkbox"/>
<b>Driftwood Dairy, Inc.</b>	<b>210713</b>	<b>4/30/2019</b>	<b>5/31/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	



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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Le Chef Bakery</b>	<b>210676</b>	<b>4/12/2019</b>	<b>4/15/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$42.19
<b>Le Chef Bakery</b>	<b>210706</b>	<b>4/26/2019</b>	<b>4/29/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
8	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs		\$8.2600	\$66.08
2	case	10005	Scone, Assrtd #BRB001-24 24/case		\$20.3600	\$40.72
3	case	10021	Danish, Assorted DAB104-30TS 30 ct.		\$24.9500	\$74.85
8	case	10004	Muffin, Assrtd #MUBASST-M-TC-16TS 16/2.5oz/case		\$10.7900	\$86.32
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$267.97
					<b>Vendor Total:</b>	\$644.56
<b>Fullerton School District</b>	<b>210651</b>	<b>4/8/2019</b>	<b>5/31/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated Payroll per May Bitech Report		200,000.0000	\$200,000.00
1	ea	2	Estimated Dist. Exp. per May Bitech Rep		\$20,000.0000	\$20,000.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$220,000.00
<b>Fullerton School District</b>	<b>210652</b>	<b>4/8/2019</b>	<b>6/30/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated Payroll per June Bitech Report		200,000.0000	\$200,000.00
1	ea	2	Estimated Dist. Exp. per June Bitech Report		\$20,000.0000	\$20,000.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$220,000.00
					<b>Vendor Total:</b>	\$440,000.00
<b>Gold Star Foods Inc.</b>	<b>210630</b>	<b>3/22/2019</b>	<b>4/5/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	bag	1	Rice, Parboiled LongGrain 25 lb GS#101936		\$9.9900	\$9.99
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$9.99
<b>Gold Star Foods Inc.</b>	<b>210634</b>	<b>3/22/2019</b>	<b>4/12/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
52	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.		\$38.7000	\$2,012.40
22	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case		\$46.7400	\$1,028.28
89	case	56044	Spaghetti, Beef GS#401074 6/5# JTM		\$33.8800	\$3,015.32
33	case	30326	Breadstick, Garlic GS#134819 320/case		\$35.4700	\$1,170.51
50	case	33011	Hot Dog, Turkey, 8/1 GS#134796 2/5 lb 80/cs		\$13.1200	\$656.00
45	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$42.4400	\$1,909.80
61	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case		\$45.8400	\$2,796.24
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$12,588.55
<b>Gold Star Foods Inc.</b>	<b>210637</b>	<b>4/1/2019</b>	<b>4/5/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
10	cs	4341	Dressing, Ranch Light GS#300050 4/1gal		\$31.3700	\$313.70



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Gold Star Foods Inc.	210637	4/1/2019	4/5/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$313.70
Gold Star Foods Inc.	210638	4/1/2019	4/16/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
54	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$32.8700	\$1,774.98
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,774.98
Gold Star Foods Inc.	210639	4/3/2019	4/5/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
14	CS	1	ROLL, ALOHA #133929 192/CS SHANNON'S		\$28.2600	\$395.64
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$395.64
Gold Star Foods Inc.	210641	4/4/2019	4/19/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
66	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs		\$33.9300	\$2,239.38
22	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs		\$46.7400	\$1,028.28
70	case	30338	Pancakes,Buttermilk GS#100082 144/1.4oz.		\$32.4200	\$2,269.40
33	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb		\$44.1100	\$1,455.63
35	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs		\$11.0700	\$387.45
19	case	56046	Beef, Patty Charbroiled GS#403572 240/cs		\$38.4000	\$729.60
64	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case		\$26.7200	\$1,710.08
17	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830		\$60.3000	\$1,025.10
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$10,844.92
Gold Star Foods Inc.	210643	4/5/2019	4/30/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
9	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$32.8700	\$295.83
17	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$9.0700	\$154.19
8	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$20.8300	\$166.64
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$616.66
Gold Star Foods Inc.	210644	4/5/2019	5/3/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case		\$64.6100	\$193.83
3	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$146.7600	\$440.28
3	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$46.2100	\$138.63
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
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,246.72
Gold Star Foods Inc.	210645	4/5/2019	5/3/2019	5/7/2019		<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
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
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$3,518.11

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>210646</b>	<b>4/5/2019</b>	<b>5/14/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs	\$32.8700	\$394.44	
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$9.0700	\$253.96	
8	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz	\$20.8300	\$166.64	
6	case	12201	Sunbutter Cup, GS#208125 200/cs	\$66.1300	\$396.78	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,211.82
<b>Gold Star Foods Inc.</b>	<b>210647</b>	<b>4/5/2019</b>	<b>5/17/2019</b>			<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	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$992.24
<b>Gold Star Foods Inc.</b>	<b>210648</b>	<b>4/5/2019</b>	<b>5/21/2019</b>			<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	
6	case	12002	Seeds,HoneyRoasted w/ Cranberries GS#138763 200/cs	\$90.9500	\$545.70	
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	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,588.98
<b>Gold Star Foods Inc.</b>	<b>210650</b>	<b>4/8/2019</b>	<b>4/23/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	8252	Chips,WG Corn,Fritos GS#208343 8/16oz.	\$20.4800	\$40.96	
1	case	30108	Cheese, Shred Parmes GS#303495 6/5#/case	\$46.4100	\$46.41	
10	case	4427	Tahini Paste 12/16oz GS#203368	\$50.7200	\$507.20	
1	EA	4015	Paprika,GS#202072 Pacific Spice 1#	\$5.6900	\$5.69	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$600.26
<b>Gold Star Foods Inc.</b>	<b>210653</b>	<b>4/8/2019</b>	<b>4/12/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	11053	Raisins, SunMaid GS#240050 144/cs	\$38.1500	\$2,289.00	
96	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$13.7400	\$1,319.04	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,608.04
<b>Gold Star Foods Inc.</b>	<b>210654</b>	<b>4/8/2019</b>	<b>4/23/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W	\$67.0300	\$4,021.80	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,021.80
<b>Gold Star Foods Inc.</b>	<b>210655</b>	<b>4/8/2019</b>	<b>4/12/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
14	case	12003	Raisins, SunMaid GS#240050 144/cs	\$38.1500	\$534.10	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$534.10
<b>Gold Star Foods Inc.</b>	<b>210659</b>	<b>4/9/2019</b>	<b>4/12/2019</b>			<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	

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<b>Gold Star Foods Inc.</b>	<b>210659</b>	<b>4/9/2019</b>	<b>4/12/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$356.85
<b>Gold Star Foods Inc.</b>	<b>210660</b>	<b>4/9/2019</b>	<b>4/12/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
65	case	10138	Water, Bottled Pure Life 24/16.9 oz GS#201670			\$5.4900 \$356.85
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$356.85
<b>Gold Star Foods Inc.</b>	<b>210669</b>	<b>4/11/2019</b>	<b>4/11/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
120	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs			\$10.4700 \$1,256.40
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,256.40
<b>Gold Star Foods Inc.</b>	<b>210670</b>	<b>4/11/2019</b>	<b>4/23/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
25	case	55060	Chicken Patty, Hot&Spicy WG GS#404681 148/case			\$44.4800 \$1,112.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,112.00
<b>Gold Star Foods Inc.</b>	<b>210671</b>	<b>4/11/2019</b>	<b>4/30/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
120	case	8301	Juice, Paradise Punch, GS#248611 6.75oz 40/cs			\$11.9300 \$1,431.60
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,431.60
<b>Gold Star Foods Inc.</b>	<b>210672</b>	<b>4/11/2019</b>	<b>4/26/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
8	case	4301	Mayonnaise, Packet, Hollens #202324 200/9mg.			\$9.1500 \$73.20
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$73.20
<b>Gold Star Foods Inc.</b>	<b>210673</b>	<b>4/12/2019</b>	<b>4/16/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
10	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.			\$64.6100 \$646.10
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$646.10
<b>Gold Star Foods Inc.</b>	<b>210677</b>	<b>4/12/2019</b>	<b>4/26/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
48	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs			\$50.3700 \$2,417.76
28	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs			\$29.1700 \$816.76
19	case	8006	Shell Taco,6" GS#203043 200ct			\$25.4700 \$483.93
33	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25			\$43.0700 \$1,421.31
76	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs			\$38.0200 \$2,889.52
60	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs			\$11.0700 \$664.20
23	case	56705	Chicken,MndrnOrnge,GS#403631 6/5# case Lings			\$115.3800 \$2,653.74
40	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct			\$39.6500 \$1,586.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$12,933.22
<b>Gold Star Foods Inc.</b>	<b>210679</b>	<b>4/17/2019</b>	<b>4/19/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	case	1	WG Artisan Roll 144/1 oz. 12/case			\$23.9200 \$23.92

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Gold Star Foods Inc.	210679	4/17/2019	4/19/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$23.92
Gold Star Foods Inc.	210680	4/17/2019	4/19/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	CS	1	ROLL, ALOHA SHANNONS #133929 192/CS		\$28.2600	\$28.26
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$28.26
Gold Star Foods Inc.	210684	4/18/2019	5/3/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs		\$22.7800	\$22.78
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$22.78
Gold Star Foods Inc.	210685	4/18/2019	4/23/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
5	cs	4341	Dressing, Ranch Light GS#300050 4/1gal		\$31.3700	\$156.85
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$156.85
Gold Star Foods Inc.	210686	4/18/2019	5/3/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
6	case	30009	Hot Dog, GS#140300 Beef 8/1, Hoffy 80/cs		\$30.7900	\$184.74
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$184.74
Gold Star Foods Inc.	210688	4/18/2019	4/23/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
16	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$20.8300	\$333.28
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$333.28
Gold Star Foods Inc.	210690	4/18/2019	5/3/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
45	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs		\$33.9300	\$1,526.85
14	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case		\$46.7400	\$654.36
58	case	8269	Chips, Tortilla GS#208220 80/case		\$18.9200	\$1,097.36
41	case	33011	Hot Dog, Turkey, 8/1 GS#134796 2/5 lb 80/cs		\$13.1200	\$537.92
22	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$42.4400	\$933.68
60	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case		\$45.8400	\$2,750.40
16	case	30326	Breadstick, Garlic GS#134819 320/case		\$35.4700	\$567.52
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$8,068.09
Gold Star Foods Inc.	210692	4/22/2019	5/7/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
24	EA	4015	Paprika,GS#202072 Pacific Spice 1#		\$5.6900	\$136.56
12	each	4039	Garlic granulated, Pacific Spice #202038 4.5#		\$23.7200	\$284.64
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$421.20
Gold Star Foods Inc.	210693	4/22/2019	4/26/2019			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
180	cs	1	GRANOLA, ROCKINOLA #240347 125/2oz		\$29.9900	\$5,398.20

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>210693</b>	<b>4/22/2019</b>	<b>4/26/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$5,398.20
<b>Gold Star Foods Inc.</b>	<b>210694</b>	<b>4/22/2019</b>	<b>5/10/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
24	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs		\$38.0200	\$912.48
5	case	59047	Pizza,Brkfst,Sausage GS#403624 160 ct/3 oz.		\$60.0600	\$300.30
21	case	7230	Cinnamon Roll, WG, IW GS#134773 72/cs		\$36.2900	\$762.09
6	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs		\$70.7000	\$424.20
8	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$40.4400	\$323.52
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,722.59
<b>Gold Star Foods Inc.</b>	<b>210695</b>	<b>4/22/2019</b>	<b>4/26/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
10	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.		\$13.8700	\$138.70
20	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$25.7400	\$514.80
20	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.		\$37.2000	\$744.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,397.50
<b>Gold Star Foods Inc.</b>	<b>210696</b>	<b>4/22/2019</b>	<b>4/26/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$5.4900	\$356.85
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$356.85
<b>Gold Star Foods Inc.</b>	<b>210698</b>	<b>4/24/2019</b>	<b>4/26/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
5	case	3011	Cereal, Rice Chex GS#203127 96/case		\$32.8700	\$164.35
60	case	11053	Raisins, SunMaid GS#240050 144/cs		\$38.1500	\$2,289.00
10	case	8269	Chips, Tortilla GS#208220 80/case		\$18.9200	\$189.20
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,642.55
<b>Gold Star Foods Inc.</b>	<b>210700</b>	<b>4/24/2019</b>	<b>4/26/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
46	case	11041	Applesauce, Motts #209163 72/4oz/cs		\$19.0500	\$876.30
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$876.30
<b>Gold Star Foods Inc.</b>	<b>210701</b>	<b>4/25/2019</b>	<b>4/26/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
20	cs	1	SALSA PICANTE MILD #208240 4/1 gal		\$48.3200	\$966.40
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$966.40
<b>Gold Star Foods Inc.</b>	<b>210703</b>	<b>4/25/2019</b>	<b>5/10/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
32	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz		\$34.0000	\$1,088.00
45	case	4328	Sauce, BBQ,GS#405469, R/G#REDOA1Z 250/cs		\$24.5200	\$1,103.40
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,191.40

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>210707</b>	<b>4/26/2019</b>	<b>5/10/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
55	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$38.7000	\$2,128.50	
14	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$46.7400	\$654.36	
20	case	56046	Beef, Patty Charbroiled GS#403572 240/cs	\$38.4000	\$768.00	
39	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$47.4200	\$1,849.38	
28	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs	\$29.1700	\$816.76	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$6,217.00
<b>Gold Star Foods Inc.</b>	<b>210708</b>	<b>4/29/2019</b>	<b>5/10/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	4317	Ketchup, Natural w/Sugar GS#402085 1000/cs	\$12.6000	\$756.00	
18	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$47.4200	\$853.56	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,609.56
<b>Gold Star Foods Inc.</b>	<b>210709</b>	<b>4/29/2019</b>	<b>5/14/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	each	4008	Ginger, Ground 1lb GS#202044	\$5.4500	\$65.40	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$65.40
<b>Gold Star Foods Inc.</b>	<b>210715</b>	<b>5/1/2019</b>	<b>5/3/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	case	10118	Jalapenos,Sliced,GSF#209918 6/10#/case	\$22.6000	\$22.60	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$22.60
<b>Gold Star Foods Inc.</b>	<b>210719</b>	<b>5/2/2019</b>	<b>5/7/2019</b>			<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	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$356.85
					<b>Vendor Total:</b>	\$97,095.05
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210661</b>	<b>4/9/2019</b>	<b>4/17/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807	\$39.9000	\$159.60	
9	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case	\$9.2000	\$82.80	
3	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS	\$49.8500	\$149.55	
					<b>Sales Tax:</b>	\$12.37
					<b>P.O. Total:</b>	\$404.32
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210662</b>	<b>4/9/2019</b>	<b>4/17/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	83306	Plate, 9" Plastic, Clear WNA-OP9240CL 240 /case	\$64.0000	\$384.00	
6	case	83305	Plate, 7.5" Clear Plastic, WNA-OP75240CL 240/cs	\$60.3800	\$362.28	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$746.28
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210674</b>	<b>4/12/2019</b>	<b>4/17/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	88101	Napkin, LowFold Tidynap#NAT-01255 32/250/case	\$30.6000	\$61.20	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210674</b>	<b>4/12/2019</b>	<b>4/17/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
5	case	84809	Lid, Dome Clear SABEKT 52032T300 252/case		\$54.0400	\$270.20
4	case	85011	Bowl, Clear 24-oz SABEKT 12024T300 252/case		\$55.3000	\$221.20
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$552.60
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210678</b>	<b>4/15/2019</b>	<b>4/17/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
5	case	84303	Cup, 9oz Clear FAB-KC90F 20/50/CS		\$59.2300	\$296.15
4	case	84804	Lid, Flat No Slot FAB-LKC1220F 1000/case		\$24.2500	\$97.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$393.15
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210691</b>	<b>4/19/2019</b>	<b>4/24/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
12	case	80009	Glove,Disp. Latex (SM)#NET-754430 10/100/case		\$32.0500	\$384.60
12	case	80010	Gloves,Disp Latex (M)#NET-754432 10 /100/case		\$32.0500	\$384.60
12	case	80004	Gloves, Disp, Latex (L) #NET-754434 10/100/case		\$32.0500	\$384.60
					<b>Sales Tax:</b>	\$89.43
					<b>P.O. Total:</b>	\$1,243.23
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210699</b>	<b>4/24/2019</b>	<b>5/1/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
12	case	80104	Ice Pillows CRY-970320 16.5X34' 1RI/case		\$101.7700	\$1,221.24
16	case	86101	Tray, 8.5x5.5 Red Plaid Carry JRV-CT963 500/cs		\$17.0500	\$272.80
					<b>Sales Tax:</b>	\$94.65
					<b>P.O. Total:</b>	\$1,588.69
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210702</b>	<b>4/25/2019</b>	<b>5/1/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	82003	Fork Wh Plastic Med Wt NTR-3640 1000/case		\$7.2900	\$14.58
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$14.58
					<b>Vendor Total:</b>	\$4,942.85
<b>Form Plastics</b>	<b>210711</b>	<b>4/30/2019</b>	<b>5/8/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3	case	87001	Film 7 1/8" x 5100' 985CV 1roll/cs		\$290.8200	\$872.46
3	case	86213	Tray 3 1/2x3 1/2, 1350/case Part#5010-128500		\$38.8000	\$116.40
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$988.86
					<b>Vendor Total:</b>	\$988.86
<b>Chefs' Toys</b>	<b>210665</b>	<b>4/10/2019</b>	<b>4/10/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	F-50-SS-2S-D	Wide Reach In Freezer		\$7,605.5900	\$7,605.59
1	ea	Delivery	Delivery		\$95.0000	\$95.00
					<b>Sales Tax:</b>	\$596.79
					<b>P.O. Total:</b>	\$8,297.38

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Chefs' Toys</b>	<b>210666</b>	<b>4/10/2019</b>	<b>4/10/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	R-60-SS-2SLC	Wide Reach In Refrigerator		\$8,282.6100	\$8,282.61
1	ea	Delivery	Delivery		\$95.0000	\$95.00
<b>Sales Tax:</b>						\$649.26
<b>P.O. Total:</b>						\$9,026.87
<b>Vendor Total:</b>						\$17,324.25
<b>U.S. Foodservice, Inc.</b>	<b>210704</b>	<b>4/25/2019</b>	<b>5/1/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
15	case	4023	Spray, Pan Coating, USF#2328813 6/14oz.		\$22.5600	\$338.40
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$338.40
<b>U.S. Foodservice, Inc.</b>	<b>210705</b>	<b>4/25/2019</b>	<b>5/1/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	10175	Chicken Breast, Grilled USF#556633 52/cs		\$0.0000	\$0.00
1	case	10167	Noodles,Chowmein,USF#3509601 6/24oz/cs		\$26.5500	\$26.55
2	case	10150	Bacon, US Foods# 4358495 15#/case		\$54.2200	\$108.44
1	case	10174	Sausage,PrkPtty,Ckd USF#9328568 2 oz./10#/case		\$24.5900	\$24.59
1	case	10129	Croutons, USF#5610514 5/2#/case		\$18.1000	\$18.10
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$177.68
<b>Vendor Total:</b>						\$516.08
<b>Affiliated Packaging Spec.</b>	<b>210636</b>	<b>3/22/2019</b>	<b>3/22/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Repair Tray Sealer		\$460.0000	\$460.00
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$460.00
<b>Affiliated Packaging Spec.</b>	<b>210663</b>	<b>4/9/2019</b>	<b>4/9/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	ea	1	40 Hammett Thermal Carriers		\$114.7000	\$1,147.00
<b>Sales Tax:</b>						\$88.89
<b>P.O. Total:</b>						\$1,235.89
<b>Affiliated Packaging Spec.</b>	<b>210710</b>	<b>4/30/2019</b>	<b>4/30/2019</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Removal & Install of air outlet valves		\$400.0000	\$400.00
2	ea	2	Complete air valve kit with mufflers & hardwa		\$103.6300	\$207.26
1	ea	3	Optional: auto drain unit		\$165.8700	\$165.87
<b>Sales Tax:</b>						\$28.91
<b>P.O. Total:</b>						\$802.04
<b>Vendor Total:</b>						\$2,497.93



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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Arrow Restaurant Equipment &amp; Supplies</b>	<b>210649</b>	<b>4/8/2019</b>	<b>4/8/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	ea	S10027	Sneeze Guard			\$145.0000 \$145.00
						<b>Sales Tax:</b> \$11.24
						<b>P.O. Total:</b> \$156.24
						<b>Vendor Total:</b> \$156.24
<b>Quick Dispense, Inc.</b>	<b>210687</b>	<b>4/18/2019</b>	<b>4/23/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
10	case	10104	Coffee,Orgnic Frnch Rst Grn Mtn#4692 50/2.5oz/case			\$80.9450 \$809.45
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$809.45
						<b>Vendor Total:</b> \$809.45
<b>Orange County Department of Education</b>	<b>210683</b>	<b>4/17/2019</b>	<b>4/17/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
164	ea	1	Large HOTM Kit			\$75.0000 \$12,300.00
21	ea	2	Small HOTM Kit			\$54.0000 \$1,134.00
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$13,434.00
						<b>Vendor Total:</b> \$13,434.00
<b>Dan's Thermal Services</b>	<b>210635</b>	<b>3/22/2019</b>	<b>3/22/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	ea	1	Service Call: True Cooler at Sunset Lane			\$85.0000 \$85.00
1	ea	1	Service Call: Traulsen Freezer at Valencia Pk			\$85.0000 \$85.00
1	ea	1	Service Call: True Cooler at Ladera Vista Jr.			\$127.5000 \$127.50
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$297.50
<b>Dan's Thermal Services</b>	<b>210656</b>	<b>4/8/2019</b>	<b>4/8/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	ea	1	Materials			\$392.1300 \$392.13
1	ls	2	Service Charge			\$111.0000 \$111.00
4	hr	3	Labor			\$85.0000 \$340.00
						<b>Sales Tax:</b> \$30.39
						<b>P.O. Total:</b> \$873.52
<b>Dan's Thermal Services</b>	<b>210657</b>	<b>4/8/2019</b>	<b>4/8/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	ea	1	Materials			\$77.6500 \$77.65
3	hr	2	Labor			\$85.0000 \$255.00
						<b>Sales Tax:</b> \$6.02
						<b>P.O. Total:</b> \$338.67
<b>Dan's Thermal Services</b>	<b>210658</b>	<b>4/8/2019</b>	<b>4/8/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>

# Purchase Orders - Detail

## Fullerton School District

5/6/2019 8:33:09 AM

Show all data where the Order Date is between 3/22/2019 and 5/2/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Dan's Thermal Services</b>	<b>210658</b>	<b>4/8/2019</b>	<b>4/8/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Materials		\$128.5500	\$128.55
2.5	hr	2	Labor		\$85.0000	\$212.50
					<b>Sales Tax:</b>	\$9.96
					<b>P.O. Total:</b>	\$351.01
<b>Dan's Thermal Services</b>	<b>210682</b>	<b>4/17/2019</b>	<b>4/17/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Compressor, Heatcraft 6HP LowTemp R404A		\$3,998.3300	\$3,998.33
1	ea	1	DRI 164S 1/2 SW		\$44.0100	\$44.01
1	ea	1	Service Charge		\$125.0000	\$125.00
5	ea	1	Labor Service-Journeyman		\$85.0000	\$425.00
5	ea	1	Maintenance/Helper		\$65.0000	\$325.00
					<b>Sales Tax:</b>	\$313.28
					<b>P.O. Total:</b>	\$5,230.62
<b>Dan's Thermal Services</b>	<b>210718</b>	<b>5/2/2019</b>	<b>5/2/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	BOHN PSCLET140BH 220V FZR		\$3,265.0000	\$3,265.00
1	ea	2	Recovery-Welding-Solder-Vacuum-Evac		\$111.0000	\$111.00
16	hr	3	Labor Service - Journeyman		\$85.0000	\$1,360.00
					<b>Sales Tax:</b>	\$253.04
					<b>P.O. Total:</b>	\$4,989.04
					<b>Vendor Total:</b>	\$12,080.36
<b>EMS LINQ, Inc.</b>	<b>210640</b>	<b>4/4/2019</b>	<b>4/4/2019</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	ea	1	SN-GRAPHIC: Cust Post		\$60.0000	\$120.00
					<b>Sales Tax:</b>	\$9.30
					<b>P.O. Total:</b>	\$129.30
					<b>Vendor Total:</b>	\$129.30
<b>Melody Reynolds</b>	<b>210664</b>	<b>4/10/2019</b>	<b>4/10/2019</b>		<b>4313</b>	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	lot	1	Smart & Final, Invoice dated 4/1/19		\$18.0400	\$18.04
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$18.04
<b>Melody Reynolds</b>	<b>210689</b>	<b>4/18/2019</b>	<b>4/18/2019</b>		<b>4313</b>	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	lot	1	Stater Bros., Invoice dated 4/17/19		\$21.6200	\$21.62
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$21.62
<b>Melody Reynolds</b>	<b>210697</b>	<b>4/22/2019</b>	<b>4/22/2019</b>		<b>4313</b>	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	lot	1	Smart & Final, Invoice dated 4/20/19		\$172.6400	\$172.64
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$172.64

# Purchase Orders - Detail

## Fullerton School District

5/6/2019 8:33:09 AM

Show all data where the Order Date is between 3/22/2019 and 5/2/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
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**Vendor Total:** \$212.30

<b>Maria Teresa Gonzalez</b>	210717	5/1/2019	5/1/2019				<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Metrolink Receipt dated 4/30/19	\$20.0000	\$20.00
				<b>Sales Tax:</b>	\$0.00
				<b>P.O. Total:</b>	\$20.00
				<b>Vendor Total:</b>	\$20.00

<b>Matthew Granados</b>	210681	4/17/2019	4/17/2019		5220		<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Smart & Final, Invoice dated 4/15/19	\$6.0200	\$6.02
				<b>Sales Tax:</b>	\$0.00
				<b>P.O. Total:</b>	\$6.02
				<b>Vendor Total:</b>	\$6.02

<b>Cinthia Arteaga</b>	210716	5/1/2019	5/1/2019		5220		<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	lot	1	Uber and Metrolink Receipts dated 4/30/19	\$60.9000	\$60.90
				<b>Sales Tax:</b>	\$0.00
				<b>P.O. Total:</b>	\$60.90
				<b>Vendor Total:</b>	\$60.90

<b>Manzo Mechanical, Inc.</b>	210667	4/10/2019	4/10/2019				<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Repair Combi Oven	\$2,500.0000	\$2,500.00
				<b>Sales Tax:</b>	\$0.00
				<b>P.O. Total:</b>	\$2,500.00
				<b>Vendor Total:</b>	\$2,500.00

REPORT GRAND TOTAL \$593,669.99  
(NET OF OPEN P.O.'s)

CONSENT ITEM

**DATE:** May 21, 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 121243 THROUGH 121930 FOR THE 2018/2019 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 121243 through 121930 for the 2018/2019. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$3,591,394.84
12	Child Development	18,929.89
25	Capital Facilities	36,782.21
40	Special Reserve	170,274.95
68	Workers' Compensation	64,593.71
81	Property/Liability Insurance	<u>38,133.84</u>
	Total	\$3,920,109.44

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

Funding: The total amount presented for approval is \$3,920,109.44 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 121243 through 121930 for the 2018/2019 school year.

RC:MG:gs

CONSENT ITEM

**DATE:** May 21, 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 13518 THROUGH 13580 FOR THE 2018/2019 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13518 through 13580 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 \$551,869.20 is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13518 through 13580 for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** May 21, 2019  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert Lee, Interim 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 April 29, 2019.

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.

RL:yd  
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WAS PRESENTED TO THE PERSONNEL COMMISSION ON: 4/29/19  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/21/19**

**LEGEND**

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

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/29/19  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/21/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Flores	Guillermo	Electronic Repair Technician II	Add 5% workload stipend through 6/28/19	3/25/19	53	8.00	533	B32/6
Lacuesta	George	Electronic Repair Technician II	Add 5% workload stipend through 6/28/19	3/25/19	53	8.00	533	B32/6
Aguayo	Elisabeth	Clerical Assistant/sub	Add substitute classification through 6/7/19	4/15/19	99	NTE 16.00/wk	100	B17/1
Arce	Stephanie A.	Playground Supervisor	Adjust hours to reflect actual hours worked	3/11/19	27	11.42/wk	100	B11/1
Flores Viveros	Virginia	Playground Supervisor	Adjust hours to reflect actual hours worked	3/11/19	27	8.92/wk	100	B11/1
Leon	Irma	Playground Supervisor	Adjust hours to reflect actual hours worked	3/11/19	27	11.83/wk	100	B11/1
Gordon	Alicia	Instructional Asst./Special Ed. II A	Change medical stipend from 2% to 6%	2/13/19	29	6.00	242	B14/6
Hill	Marlene	Instructional Asst./Special Ed. II A	Change medical stipend from 6% to 2%	2/13/19	29	6.00	6.00	B14/6
Amin	Mausamben A.	Instructional Asst./Special Ed. I/sub	Change salary range from 11 to 14	2/18/19	99		121	B14/1
Lee	Janice J.	Project Liaison	Extra summer work NTE 120 hours through 7/5/19	6/22/19	55	8.00	316	M04/2
Rusiewski	Michele	Secretary	Extra summer work NTE 120 hours through 7/5/19	6/22/19	55	8.00	316	B21/6
Tran	Delia	Personnel Technician I	Extra summer work NTE 200 hours through 7/24/19	6/10/19	51	8.00	521	B23/6



FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/29/19  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/21/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Ortega	Tatiana	Clerical Assistant II	Extra summer work NTE 40 hours through 6/14/19	6/10/19	55	8.00	115	B19/1
Belloso	Araceli	Clerical Asst. II/BB	Extra summer work NTE 40 hours through 6/14/19	6/10/19	51	8.00	510	B20/5
Caballero	Alma N.	Senior Secretary	Extra summer work NTE 40 hours through 7/22/19	7/16/19	51	8.00	510	B24/6
Garcia	Abraham	Social Service Assistant	Extra summer work NTE 75 hours through 6/28/19	6/3/19	55	6.00	224	B17/4
Mata	Alma D.	Social Service Assistant	Extra summer work NTE 75 hours through 6/28/19	6/3/19	55	6.00	224	B17/4
Alva	Elizabeth	Social Service Assistant	Extra summer work NTE 80 hours through 8/9/19	6/3/19	51	8.00	391	B17/4
Ceron	Charlene N.	Clerical Assistant II	Hire probationary status	4/8/19	11	8.00	403	B19/1
Schmidt	Emily K.	Instructional Asst./Regular	Hire probationary status	4/1/19	11	3.75	100/302	B11/1
Mendez	Lusero E.	Instructional Asst./Regular	Hire probationary status	4/10/19	60	3.50	310	B11/1
Rodriguez	Jacqueline	Instructional Asst./Special Ed. I	Hire probationary status	4/1/19	26	4.00	130	B14/1
Grosso	Amber R.	Instructional Asst./Special Ed. I	Hire probationary status	4/8/19	24	3.75	130	B14/1
Sotelo	Oscar A.	Custodian I/sub	Hire substitute status	3/5/19	53		542	B17/1
Flores	Elda	Custodian I/sub	Hire substitute status	3/20/19	53		542	B17/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Scott	Gerald D.	Custodian I/sub	Hire substitute status	3/20/19	53		542	B17/1
Inzunza	Ezra	Custodian I/sub	Hire substitute status	4/1/19	53		542	B17/1
Lyons	James R.	Custodian I/sub	Hire substitute status	4/8/19	53		542	B17/1
Nava	Lizzette	Instructional Asst./Regular/sub	Hire substitute status	4/3/19	99		100	B11/1
Athavale	Dipti M.	Instructional Asst./Regular/sub	Hire substitute status	4/18/19	99		100	B11/1
Cadena	Cassandra	Instructional Asst./Special Ed. I	Hire substitute status	3/20/19	99		121	B11/1
Jones	Desiree	Instructional Asst./Special Ed./sub	Hire substitute status	4/3/19	54		121	B11/1
Lee	Robert W.	Interim Director of Classified Personnel	Hire substitute status	3/20/19	58		522	M33/1
Shea	Christopher	Payroll Technician/sub	Hire substitute status	3/25/19	50		530	B24/1
Reed	Lauren	Playground Supervisor/sub	Hire substitute status	2/28/19	27		100	B11/1
Patel	Manisha G.	Playground Supervisor/sub	Hire substitute status	4/8/19	18		100	B11/1
Martin	Karren M.	Instructional Asst./Spec. Ed. I	Increase hours from 15.50/week to 30.00/wk	3/22/19	22	15.50/wk	122	B14/6
Mak	Tai Yung	Food Service Assistant I	Increase hours from 2.00 to 2.50/day	4/18/19	90	2.50	606	B08/6
Druckenmiller	Gregory T.	Instructional Asst./Special Ed. I	Increase hours from 3.00 to 6.00/day	3/22/19	26	3.00	242	B14/2
Garcia	Adao	Custodian I	Increase hours from 3.75 to 8.00/day	2/19/19	20	8.00	542	B17/6 + 6% night differential

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/21/19

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Mendoza	Sandra G.	After School Program Site Lead	Increase hours from 30.00 to 40.00/wk	3/11/19	60	8.00	329	B18/6
Ortega	Erin E.	After School Program Site Lead	Increase hours from 30.00 to 40.00/wk	3/11/19	60	8.00	329	B18/1
Reeves	Ronann J.	After School Program Site Lead	Increase hours from 30.00 to 40.00/wk	3/11/19	60	8.00	329	B18/4
Pereyra	Erica	After School Program Site Lead	Increase hours from 30.00/wk to 40.00/wk	3/11/19	60	8.00	085	B18/4
Takayama	Keisuke	After School Program Site Lead	Increase hours from 30.00/wk to 40.00/wk	3/11/19	60	8.00	085	B18/6
Turcios-Miranda	Ana	After School Program Site Lead	Increase hours from 30.00/wk to 40.00/wk	3/11/19	60	8.00	085	B18/4
Mendoza	Sandra G.	After School Program Site Lead	Increase hours from 34.00 to 40.00/wk	3/11/19	60	8.00	329	B18/6
Gonzalez	Karen	After School Program Site Lead	Increase hours from 35.00/wk to 40.00/wk	3/11/19	60	8.00	085	B18/6
Mora	Frankie J.	Instructional Asst./Special Ed. II A	Last name change from Mora-Wochner	4/11/19	25	6.00	242	B14/6
Spivey	Holly S.	Instructional Asst./Special Ed. I	Last name change from Wert	3/25/19	15	30.00/wk	121	B14/6
Employee ID	3784		Leave of Absence: Catastrophic Sick Leave 2/19/19 - 5/1/19	2/19/19				

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/29/19  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	1374		Leave of Absence: Catastrophic Sick Leave 2/27/19 - 4/29/19	2/27/19				
Employee ID	3805		Leave of Absence: Catastrophic Sick Leave 3/22/19 - 6/20/19	3/22/19				
Employee ID	428		Leave of Absence: Catastrophic Sick Leave 3/25/19 - 4/19/19	3/25/19				
Employee ID	6907		Leave of Absence: CFRA 3/11/19 - 4/19/19	3/11/19				
Employee ID	3427		Leave of Absence: CFRA 3/28/19 - 4/19/19	3/28/19				
Employee ID	7483		Leave of Absence: CFRA 4/15/19 - 5/17/19	4/15/19				
Employee ID	1819		Leave of Absence: CFRA 4/15/19 - 5/31/19	4/15/19				
Employee ID	1428		Leave of Absence: FMLA 1/15/19 - 4/9/19	1/15/19				
Employee ID	674		Leave of Absence: FMLA 1/30/19 - 5/1/19	1/30/19				
Employee ID	1104		Leave of Absence: FMLA 2/22/19 - 4/19/19	2/22/19				
Employee ID	6963		Leave of Absence: FMLA 3/19/19 - 4/8/19	3/19/19				

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	588		Leave of Absence: Intermittent FMLA 12/13/18 - 3/13/19 and 2/6/19 - 2/6/20 NTE 12 work weeks total	12/13/18				
Employee ID	6720		Leave of Absence: PDL 1/10/19 - 3/6/19 and CFRA 3/7/19 - 6/6/19	1/10/19				
Employee ID	5911		Leave of Absence: PDL 1/28/19 - 3/13/19 and CFRA 3/14/19 - 5/31/19	1/28/19				
Employee ID	1819		Leave of Absence: PDL 2/15/19 - 4/14/19	2/15/19				
Dilelio	Angela	Instructional Asst./Spec. Ed. II B	Name change from Corral	4/17/189	15	6.00	242	B14/6
Kim	Jane J.	Instructional Asst./Regular	Name change from Ji Yeon	2/26/19	19	3.75	086	B11/3
Koerth	Amy J.	Health Assistant	Promotion from Instructional Asst./Regular	4/1/19	26	3.75	402	B17/1
Tlaseca Tapia	Vianney	Instructional Asst./Regular	Reinstatement	4/3/19	20	18.75/wk	212	B11/1
Venegas	Diana	Instructional Asst./Special Ed. II A	Related classification transfer from Instructional Asst./Special Ed. I to add 6% medical stipend	4/2/19	29	6.00	242	B14/6 + 6% medical stipend
Carrington	Rachael E.	Health Assistant	Resignation	3/22/19	26	18.75/wk	402	B17/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Madrigal	Elizabeth A.	Instructional Asst./Special Ed. I	Resignation	3/12/19	26	17.50/wk	122	B14/1
DuCharme	Krystin M.	Instructional Asst./Special Ed. II B	Resignation	3/21/19	13	6.00	122/504	B14/4
Cook	Noah M.	Instructional Asst./Recreation	Resignation	3/20/19	60	19.75/wk	329	B11/3
Preciado	Andres	Instructional Asst./Spec. Ed. I	Resignation - hire substitute status	4/19/19	21	15.00/wk	122	B14/3
Larios	Lucero	Payroll Technician II	Resignation - hire substitute status	4/1/19	50	8.00	530	B24/2
Baez	Johanna I.	Instructional Asst./Recreation	Resignation on probation	2/27/19	30	18.75/wk	100	B11/1
Avery	Marquis T.	Instructional Asst./Special Ed. I	Resignation on probation	4/5/19	17	6.00	242	B14/1
De Luna	Marc A.	Instructional Asst./Special Ed. I	Resignation on probation	4/18/19	54	4.75	504/505	B14/1
Olvera	Frank	Custodian II/sub	Separation - no longer available	4/18/19	53		542	B24/6
Bibiano Santana	Rosario	Food Service Asst. I/sub	Separation - no longer available	3/19/19	90		606	B08/1
Gomez	Victoria R.	Instructional Asst./Regular/sub	Separation - no longer available	4/19/19	99		100	B11/1
Gill	Samantha J.	Instructional Asst./Special Ed. I/sub	Separation - no longer available	4/15/19	29		125	B14/1
Ramos	Valentina G.	Instructional Asst./Special Ed./sub	Separation - no longer available	4/9/19	99		100	B14/1
Sepulveda	Sabrina V.	Personnel Technician II/sub	Separation - no longer available	4/22/19	51		521	B28/2
Lu	Angela C.	Account Clerk I	Step increase	4/1/19	90	6.00	606	B20/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Johnson	Cynthia	Bus Driver	Step increase	4/1/19	56	26.40/wk	565	B21/2
Arellano	Roxanne	Clerical Asst. II/BB	Step increase	4/1/19	20	8.00	403	B20/6
Arteaga Villanueva	Cinthia	Clerical Asst. II/BB	Step increase	4/1/19	90	24.00/wk	606	B20/4
Pacheco Trujillo	Lorena A.	Custodian II	Step increase	4/1/19	27	8.00	542	B24/5
Bertolette	Sylvia	Health Assistant	Step increase	4/1/19	17	3.75	402	B17/3
Morones	Cynthia N.	Health Assistant	Step increase	4/1/19	10	3.75	402	B17/2
Presley	Keiera R.	Instructional Asst./Recreation	Step increase	4/1/19	60	19.50/wk	085	B11/2
Callejas	Vianca	Instructional Asst./Regular	Step increase	4/1/19	28	3.75	100/212	B11/2
Juarez	Erika L.	Instructional Asst./Regular	Step increase	4/1/19	21	3.00	383	B11/4
McGee	Paige L.	Instructional Asst./Regular	Step increase	4/1/19	21	3.75	302	B11/4
Velasquez	Breanne A.	Instructional Asst./Regular	Step increase	4/1/19	25	3.75	100/302	B11/3
Foyt	Jennifer A.	Instructional Asst./Spec. Ed. I	Step increase	4/1/19	20	4.00	122	B14/6
Gibert	Krista D.	Instructional Asst./Spec. Ed. II B	Step increase	4/1/19	27	6.00	121	B14/2
Guzik-Torres	Melissa A.	Instructional Asst./Spec. Ed. II B	Step increase	4/1/19	27	6.00	121	B14/5
Bachman	Jamie L.	Instructional Asst./Special Ed. I	Step increase	4/1/19	25	6.00	122	B14/6
Mai	Nhu Q.	Instructional Asst./Special Ed. I	Step increase	4/1/19	12	6.00	242	B14/5

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Oseguera	Jonathan	Instructional Asst./Special Ed. I	Step increase	4/1/19	22	3.50	122	B14/3
Rivera	Angela R.	Instructional Asst./Special Ed. I	Step increase	4/1/19	12	3.00	130	B14/3
Mota	Carlos J.	Instructional Asst./Special Ed. II B	Step increase	4/1/19	17	6.00	122/504	B14/6
Eager	Laura M.	Instructional Asst./Technology	Step increase	4/1/19	59	8.00	409	B21/3
Im	Anna K.	Personnel Technician II	Step increase	4/1/19	51	8.00	521	B28/4
Balestra	Alfred L.	Plumber	Step increase	4/1/19	53	8.00	533	B32/4
Alva	Elizabeth	Social Service Assistant	Step increase	4/1/19	51	8.00	391/510	B17/4
Garcia	Abraham	Social Service Assistant	Step increase	4/1/19	55	6.00	224	B17/5
Acuna	Jo Ann	Instructional Asst./Spec. Ed. II B	Temporary additional hours NTE 0.75/day through 3/29/19	2/5/19	17	6.00	242	B14/6
Tavarez	Francine T.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 1.00/day through 5/31/19	10/1/18	29	6.00	212	B14/6
Watt	Gloria J.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 1.00/day through 5/31/19	2/4/19	17	6.00	122	B14/6
Nguyen	Julianna T.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 1.25/day through 5/31/19	2/28/19	19	4.00	126	B14/3
Rosenfield	Colleen F.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 1.50/day through 5/31/19	2/4/19	29	6.00	125	B14/6



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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Sukhadia	Jayantika V.	Food Service Assistant I	Temporary additional hours NTE 100 hours through 3/18/19	1/14/19	90	3.80	606	B08/6
Mondragon Rivera	Gloria	Food Service Assistant I	Temporary additional hours NTE 12 hours through 3/22/19	3/11/19	90	2.50	606	B08/6
Colianni	Sandra L.	Secretary	Temporary additional hours NTE 15 hours through 5/4/19	4/27/19	55	8.00	508	B21/3
Garcia	Abraham	Social Service Assistant	Temporary additional hours NTE 15 hours through 5/4/19	4/27/19	55	6.00	508	B17/4
Lara	George	Technical Support Specialist I	Temporary additional hours NTE 15 hours through 5/4/19	4/27/19	55	8.00	508	B26/4
Estrada	Rally G.	Food Service Assistant/Transporter	Temporary additional hours NTE 2 hours	3/26/19	90	6.00	606	B20/1
Romo	Dora L.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 2.00/day through 5/31/19	2/28/18	19	4.00	126	B14/6
DeAnda	Amber N.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 2.00/day through 5/31/19	2/28/19	19	18.00/wk	126	B14/1
McDermitt	Jill M.	Instructional Asst./Special Ed. II A	Temporary additional hours NTE 2.00/day through 5/31/19	2/13/19	17	6.00	122	B14/6
Martin	Karren M.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 2.90/day through 3/29/19	2/4/19	22	15.50/wk	122	B14/6

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Arroyo	Gloria	Food Service Assistant I	Temporary additional hours NTE 20 hours through 4/19/19	3/19/19	90	4.00	606	B08/6
Avilez	Roxana	Bus Driver	Temporary additional hours NTE 24 hours through 3/28/19	3/25/19	56	24.00/wk	565	B21/6
Ruiz	Sandra	Bus Driver	Temporary additional hours NTE 24 hours through 3/28/19	3/25/19	56	24.00/wk	565	B21/6
Ponce	Rosa	Food Service Assistant I	Temporary additional hours NTE 25 hours through 4/12/19	3/21/19	90	2.00	606	B08/2
Druckenmiller	Gregory T.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 3.00/day through 3/29/19	2/4/19	22	3.00	122	B14/2
Morse	Valerie S.	Instructional Asst./Spec. Ed. I	Temporary additional hours NTE 3.00/day through 5/31/19	2/28/19	16	3.00	122	B14/1
Spindola	Karissa M.	Clerical Asst. II/BB	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	56	8.00	565	B20/2
Ramirez	Jose E.	Computer Technician I	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B30/5
Webb	Brooke E.	Computer Technician I	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B30/4

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Williamson	Sherrie A.	Computer Technician I	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B30/4
Chon	Hanna	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	20.00/wk	409	B21/6
Churchwell	Jennifer	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	25.00/wk	409	B21/5
Eager	Laura	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B21/3
Harris	Heidi	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	20.00/wk	409	B21/6
Jones	Nathanael	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B21/1
Koeul	Christina	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B21/6
Lejano	Lourdes	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	25.00/wk	409	B21/5
Quinonez	Jeannette	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B21/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Reese	Mary	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	20.00/wk	409	B21/6
Robinson	Katherine	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B21/6
Weatrowski	Rebecca	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	30.00/wk	409	B21/6
Webb	Ethan	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	8.00	409	B21/1
Whittington	Gabrielle	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	20.00/wk	409	B21/1
Zehra	Rashid	Technology, Library, and Media Assistant	Temporary additional hours NTE 32 hours through 3/28/19	3/25/19	59	20.00/wk	409	B21/6
Sato	Aleda B.	Account Clerk II	Temporary additional hours NTE 32 hours through 3/29/19	3/25/19	50	8.00	530	B24/6
Thomas	Seham W.	Food Service Asst. I	Temporary additional hours NTE 35 hours through 3/18/19	1/8/19	90	3.80	606	B08/6
Hernandez	Araceli	Health Assistant/BB	Temporary additional hours NTE 4.25/day through 6/7/19	4/1/19	28	3.75	212	B18/1

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Canadas	Alma Alicia	Food Service Asst. I	Temporary additional hours NTE 40 hours through 3/19/19	1/24/19	90	2.00	606	B08/6
Abutan	Corazon	Food Service Assistant I	Temporary additional hours NTE 50 hours through 5/31/19	3/21/19	90	1.50	606	B08/5
Avilez	Roxana	Bus Driver	Temporary additional hours NTE 6 hours	3/29/19	56	24.00/wk	565	B21/6
Javelosa	Deborah	Bus Driver	Temporary additional hours NTE 6 hours	3/29/19	56	24.00/wk	565	B21/6
Sheehan	Colleen M.	Food Service Assistant I	Temporary additional hours NTE 60 hours through 4/30/19	3/18/19	90	4.50	606	B08/6
Estrada	Rally	Food Service Asst. I	Temporary additional hours NTE 80 hours through 3/15/19	1/18/19	90	2.50	606	B08/6
Robles	Aaron	Instructional Asst./Spec. Ed. II B	Temporary additional hours of 0.25/day through 5/31/19	4/3/19	28	6.00	504	B14/1
Mota	Carlos J.	Instructional Asst./Spec. Ed. II B	Transfer from Ladera Vista to Fern Drive	4/1/19	17	6.00	122/504	B14/6
Lilly	Euna D.	Instructional Asst./Special Ed. II B	Transfer from Laguna Road to Student Support Services (Acacia)	2/4/19	54	6.00	504/505	B14/5
Bernardo	Krysten E.	Instructional Asst./Special Ed. II B	Transfer from Pacific Drive to Student Support Services	2/1/19	54	6.00	504/505	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Hamelberg	Sarah	Instructional Asst./Special Ed. II B	Transfer from Parks to Student Support Services	2/4/19	23	6.25	505	B14/6
Garcia	Blanca R.	Playground Supervisor	Voluntary reduction of hours from 8.42/wk to 7.70/wk	4/1/19	29	7.70/wk	100	B11/1
Moore	Karen	Food Service Asst. III	Working out of Classification as Chef	3/11/19	90	8.00	606	B23/4
Castro	Yesenia M.	Health Assistant	Working out of Classification as Clerical Assistant II	3/1/19	11	3.75	403	B19/5
Morgan	Jenny L.	Employee Benefits Technician	Working out of classification as Employee Benefits Program Coordinator and Temporary additional hours NTE 42 hours through 6/3/19	2/28/19	51	8.00	524	B33/1
Surjanto	Esther L.	Food Service Assistant I	Working out of Classification as Food Production Coordinator Assistant	3/14/19	90	8.00	606	B26/1
Hernandez	Leticia	Food Production Coordinator Assistant	Working out of Classification as Food Production Manager	3/14/19	90	8.00	606	M06/1
Hernandez	Vicki L.	Food Service Asst. III	Working out of Classification as Food Service Specialist	3/1/19	90	8.00	606	B16/6



CONSENT ITEM

**DATE:** May 21, 2019

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

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

**PREPARED BY:** Laurie Bruneau, Director of Risk Management

**SUBJECT:** **APPROVE THE GENERAL SERVICES AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RETURN-TO-WORK PARTNERS EFFECTIVE JUNE 1, 2019 – JULY 1, 2020.**

**Background:** The purpose of this contract is to provide consulting services to the Fullerton School District for employee-related injuries/illnesses. Return to Work Partners will provide disability management consultation to the Risk Management Department and Personnel Services team to ensure that the District meets its' legal requirements under the American Disability Act (ADA) and Fair Employment and ACT (FEHA). The fee schedule is \$125 per hour and will not exceed \$15,000 during this contract period.

**Rationale:** Retaining the services of an experienced disability management provider will allow the District to mitigate and reduce high liability claims.

**Funding:** The cost of these services will be paid from the General Fund (01) at the above referenced hourly rates.

**Recommendation:** Approve the General Service Agreement between Fullerton School District and Return-to-Work Partners effective June 1, 2019 – July 1, 2020.

CH:LB:lc  
Attachment



FULLERTON SCHOOL DISTRICT  
1401 W. Valencia Drive  
Fullerton, California 92833  
(714) 446-1066

**SERVICE AGREEMENT**  
**Agreement No. \_\_\_\_\_**

THIS AGREEMENT made and entered into this 24<sup>th</sup> day of April, 2019 by and between **Return To Work Partners**, hereinafter called the **SERVICE PROVIDER** and the **FULLERTON SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described in the "Scope of Work" attached as Addendum A and made a part thereof.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of \$ 125.00 /per hr not to exceed \$ 20,000 for the services.  
SERVICE PROVIDER shall provide an invoice to DISTRICT on a monthly basis showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Fullerton School DISTRICT, 1401 W. Valencia Drive, Fullerton, CA 92833.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins July 1, 2018 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.
6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by AM. Best Company:

**General Liability:**

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- d. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

**Automobile Liability:**

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- c. 30-day notice of intent to cancel, non-renew or make material change in coverage.

**Workers' Compensation/Employer's Liability.**

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.
- c. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

**Professional Liability:**

- a. \$1,000,000 Errors & Omissions/Professional Liability.
- b. 30-day notice of intent to cancel, non-renew or make material change in coverage.

**Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):**

- a. \$3,000,000 Sexual Abuse Injury Limit of Insurance.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage

shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT.
13. **Incorporation By Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.
14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

**DISTRICT**  
Name: \_\_\_\_\_  
Dept: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone/email: \_\_\_\_\_

**SERVICE PROVIDER**  
Name: Return to Work Partners  
Dept: \_\_\_\_\_  
Address: 2201 East Willow Street, #D189  
City, State: Signal Hill, California 90755  
Contact: Steve Monjaras  
Phone/email: 877.984.7969

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

\_\_\_\_\_  
\_\_\_\_\_

Signature

Print Name:

Print Title:

Date:

SERVICE PROVIDER

RETURN TO WORK

PARTNERS

Signature

Print Name:

Print Title:

Date:

*Stev Montaras*

STEVE MONTARAS

PRESIDENT

4/25/19

April 24, 2019

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, California 92833  
Attn: Laurie Bruneau



Dear Laurie:

Thank you for the opportunity to present this service quote of our services to **Fullerton School District** for hourly consulting services. The following are suggested pricing guidelines for a service agreement for the development and case management of Essential Functions Job Analyses, Facilitation of Accommodations Meetings, the Development and Management of a Return to Work Program. Please note this proposed service agreement is for the **July 1, 2018 through June 30, 2020**. At any time during this contract period, either party may end this agreement with a 30-day written notice.

**I. OBJECTIVE:**

Description of Service Agreement: Return to Work Partners proposes an hourly rate for the development of an Essential Function Job Analysis, Accommodation Meeting Facilitation and Management of Return to Work Program. EFJA and Accommodation Meetings will be completed on an as needed basis for open claims and on non-industrial related requests.

**II. PROFESSIONAL SERVICES AND FEES:**

**Essential Functions Job Analysis** will be developed around our pre-formatted EFJA template. Each EFJA will have specific information based on information provided via existing job description, via interviews with incumbents and by observation. The EFJA will outline the following: Job Purpose; Work Schedule; Required Qualification; Identification of Essential & Non-Essential Job Functions; Supporting documentation how Essential & Non-Essential Functions were identified; Physical Demands and frequencies; Hand Activities and frequencies; Lifting and Carrying requirements; Equipment and Machinery Operated; Mental & Psychological Demands; Environmental Exposures; Communications and Sensory Demands. Upon request additional physical and psychological demands can be added. This will enable **Fullerton School District** to create a job bank that will meet your current and future needs.

**Service Fees:**

<i>Description of Service</i>	<i>Professional Rate / Fees</i>
<i>Essential Functions Job Analysis</i>	<i>\$125.00 per hour</i>
<i>Professional Travel Time</i>	<i>\$125.00 per hour</i>
<i>Mileage</i>	<i>.58 per mile</i>

**Accommodation Meeting / Interactive Process** will be developed around our pre-formatted Interactive Accommodation Assessment Summary. Each Accommodation Meeting will be handled by an experienced consultant and will include the following services: Contacts with all pertaining parties; scheduling of meeting; review and development of all supporting documents e.g. notices, follow-up, attaining precise work restrictions/limitations; facilitation of the interactive process; complete documentation of meeting; development of return-to-work agreements and related supporting documents and obtaining signatures as needed.

**Service Fees:**

<i>Description of Service</i>	<i>Professional Rate / Fees</i>
<i>Accommodation Meeting / Interactive Process</i>	<i>\$125.00 per hour</i>
<i>Professional Travel Time</i>	<i>\$125.00 per hour</i>
<i>Mileage</i>	<i>.58 per mile</i>

All services will include the following complementary services:

- Complimentary Disability Compliance Assessments and the staffing and consultation of developing situations.
- Maintenance and cataloging of all Accommodation Meetings conducted by Return to Work Partners.

**Ergonomic Evaluation** will be billed at an hourly rate. Services will include an on-site evaluation, research/assessment of equipment needs and ergonomic equipment recommendation, which will be summarized in a formal Workstation Assessment Report with pictures of current situation. Each Workstation Assessment will be evaluated by various worksite components e.g. monitor, chair, input devices and overall office layout. Should the recommendations and equipment outlined in the submitted report be approved, a follow up visit by a consultant is recommended in order to ensure that all recommendations are appropriately applied. In addition, a follow up visit will help ensure the workstation encourages neutral work positions and ensures that the employee understands how to utilize any new equipment provided.

**Service Fees:**

<i>Description of Service</i>	<i>Professional Rate / Fees</i>
<i>Ergonomic Consult / Evaluation / Installation</i>	<i>\$125.00 per hour</i>
<i>Professional Travel Time</i>	<i>\$125.00 per hour</i>
<i>Mileage</i>	<i>.58 per mile</i>
<i>Cost of Ergonomic Equipment</i>	<i>Lowest Market Price *</i>

\*we guarantee to match the lowest available market price on equipment

**III. TERMS:**

A charge of 1 hour of professional time will be applied for any cancellation of meetings and or appointments less than 24 hours in advance.

Litigated cases where consultant is subpoenaed to appear for deposition or trial will be bill at a rate of \$125.00 per hour.

**All services will be invoiced upon completion of assignment or every 30 days, whichever comes first. Payments are due within 30 days from invoice date or a 1.5% late fee will be assessed every 30 days thereafter:**

**Return to Work Partners  
2201 East Willow Street, Suite D#189  
Signal Hills, California 90755  
TAX ID: 20-2210968**

Return to Work Partners again thanks you for this opportunity to present you with this quote. Should you have any questions in regard to this matter - please feel free to call me toll free at 877.984.7969. We look forward to working with you and your team at **Fullerton School District**.

Sincerely:

Steve Monjaras, President  
Disability Compliance Consultant  
Return to Work Partners

CONSENT ITEM

**DATE:** May 21, 2019  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**PREPARED BY:** Laurie Bruneau, Director of Risk Management  
**SUBJECT:** **APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND AON RISK CONSULTANTS TO CONDUCT A WORKERS' COMPENSATION ACTUARIAL STUDY**

Background: The purpose of this contract is to provide consulting services to the Fullerton School District. The actuarial analysis of Fullerton's workers compensation program will contain information for the purpose of forecasting estimated liabilities, future loss costs, and recommended funding cost levels for years of the following dates: June 30, 2019, June 30, 2020, and June 30, 2021. The District's last study was conducted as of June 30, 2016.

Rationale: State law and accounting requirements require school districts that are self-insured for workers compensation to provide this actuarially-determined financial information.

Funding: The cost of these services is estimated at \$4,950 to be paid from the Workers Compensation Fund.

Recommendation: Approve consultant agreement between Fullerton School District and AON Risk Consultants to conduct a Workers' Compensation actuarial study.

CH:LB:lc  
Attachment





# Fullerton School District

Aon Risk Consultants, Inc. Proposal for Actuarial Services

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# Introduction

Aon Risk Consultants, Inc. (AGRC) is pleased to submit this proposal to provide services to the Fullerton School District (Client) for actuarial services for its self-insured workers compensation program.

The goal of our actuarial services will be to estimate the outstanding liabilities and project ultimate losses for the upcoming year.

## Scope of Work

The scope shown below is for work as of December 31, 2018. Specifically, the work will provide:

- **Estimate Outstanding Losses.** Estimate outstanding losses (including allocated loss adjustment expenses [ALAE]) for each fiscal year as of June 30, 2019.
- **Project Ultimate Limited Losses.** The projected ultimate limited losses are the accrual value of losses with accident dates in 2019/20 and 2020/21, regardless of report or payment date. The amounts are limited to the self-insured retention.
- **Project Losses Paid.** The projected losses paid are the claims disbursements during 2019/20 and 2020/21, regardless of accident or report date. The amounts are limited to the self-insured retention.

These actuarial services will result in the production of the following deliverable:

- The conclusions of our work will be in a written report for the Client. The report will be designed to be easily understood by non-actuaries. It will contain a technical section with sufficient information to support all conclusions and facilitate future analysis.

## Project Work Steps

To accomplish the objective, AGRC proposes the following work steps:

1. **Collect Data** – The analysis will require historical loss and exposure data as well as a complete description of the past and present insurance programs.
2. **Compile Data** – The data received from all services will be compiled and reviewed for reasonableness and consistency.
3. **Perform Analysis** – An analysis will be done addressing the items listed above in “Scope of Services”.
4. **Draft Report** – A report will be written clearly and concisely presenting our conclusions and recommendations.
5. **Peer Review** – A professional peer review of the draft report will be performed by another qualified professional.
6. **Distribute Draft Report** – The draft report will be distributed and discussed with Client.
7. **Corrections and/or Additions** - Any items highlighted in discussions of the draft report will be addressed.
8. **Distribute Final Report** – The report will be finalized with signatures affixed.

## Required Data

Based on our current understanding of the project, we anticipate that the following items would be needed to complete the project:

1. An electronic file containing a list of all claims (open and closed), showing:
  - a. Claim number
  - b. Date of occurrence
  - c. Paid losses
  - d. Case reserves (i.e., expected future payments on known claims)
  - e. Reported incurred loss (paid loss plus case reserves)

f. recoveries (non-excess recoveries only)

Losses should be valued as of **June 30, 2016, June 30, 2017, June 30, 2018, and December 31, 2018**. Indicate if the data reflects excess insurance and/or subrogation.

2. Unallocated loss adjustment expenses (ULAE) for 2017/18. ULAE are the indirect expenses to settle claims. These expenses are primarily administration and claims handling expenses (e.g. TPA fees).
3. Actual payroll from 2015/16 through 2017/18 and projections for 2018/19 through 2020/21 (if available). We will use a trend unless instructed otherwise.
4. Changes to the self-insured retentions and the effective dates, if any, since the previous study.
5. Has there been a change in the TPA and/or changes in payment (e.g. accelerated closure of claims) or reserving levels (e.g. reserve strengthening)? If so, please describe.
6. Have there been any changes in loss control programs which may impact claim frequency and/or average cost per claim? If so, please describe.
7. Interest rate assumption. We will use a 2.0% interest rate assumption for discounting unless instructed otherwise.
8. Latest financial audit of the self-insured programs.
9. Official notice to proceed with work by returning a copy of the signed contract.
10. Target completion date.

## Timetable

We anticipate the draft report will be completed within four weeks of receiving all data.

## Project Team and Roles

Colleagues expected to work on this project include:

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**Mujtaba Dattoo**  
ACAS, MAAA, FCA  
Actuarial Practice Leader

Mr. Dattoo, Actuarial Practice Leader at AGRC, will lead the actuarial work. He is an Associate of the Casualty Actuarial Society, a Member of the American Academy of Actuaries and a Fellow of the Conference of Consulting Actuaries.

Mr. Dattoo performs actuarial services for scores of pools, cities counties, school, and other self-insured governmental entities. He has provided actuarial services since 1980, including general liability, automobile liability, property, and medical malpractice, and analyzing all aspects of workers compensation ratemaking and legislative pricing in statewide filings to determine rate adequacy and presentation of findings for the National Council on Compensation Insurance (NCCI).

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**Daniel Park**  
Senior Actuarial Analyst

Mr. Park, a Senior Actuarial Analyst at AGRC, will assist with the actuarial analysis.

Mr. Park has experience providing loss projections, estimating outstanding losses and funding studies for self-insured workers compensation, automobile liability, and general liability programs.

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# Professional Fees

We propose to perform the Scope of Work for the fixed fees in Table 1.

**Table 1  
Fixed Fees**

Scope of Work (1)	Fixed Fees (2)
Workers Compensation actuarial study	\$4,950

The fixed fees include expenses for telephone, postage, photocopying and teleconferences. An oral presentation of the actuarial studies is not anticipated and not included.

The scope of this proposal is limited to the actuarial services outlined in "Scope of Work".

## Duration

AGRC's services for this proposal begin on January 1, 2019 and end on June 30, 2019. The contract may be extended beyond the duration noted with formal written approval amending this contract. *Services may not begin nor payment authorized prior to execution of this proposal by an authorized signatory of the Client.*

## Payment

AGRC will invoice the Client at completion of draft study.

## Project Risks

AGRC believes several risk factors exist that could materially affect timelines for deliverables or AGRC's ability to develop the analysis proposed herein. These include, but are not limited to:

- Lack of availability of key project personnel
- Misunderstanding of scope definition and success criteria
- Delays in providing information required for the proposed analysis (if any additional information not already held by AGRC is required)
- Changes in project scope, which can be made with a Change in Project Scope document agreed to by both Client and AGRC – AGRC notes that changes in project scope could potentially affect the engagement fee

In the event the project is cancelled by the Client prior to the project start date, AGRC reserves the right to charge for project start-up costs incurred.

## Representations and Warranties

AGRC represents and warrants to Client that:

AGRC is an Illinois corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and AGRC has the full and unrestricted power and authority to execute, deliver and perform this proposal and such execution, delivery and performance have been duly authorized by all necessary action on the part of AGRC and the proposal, when executed and delivered by AGRC in accordance with the provisions hereof, will be a legal, valid and binding obligation of AGRC, enforceable against AGRC in accordance with its terms;

AGRC's execution and performance of this proposal or any Schedule shall not constitute a breach or default under any contract, instrument or agreement to which AGRC is a party or by which AGRC is bound and shall not violate or interfere with the rights of any other party;

The Services performed and the Deliverables tendered hereunder shall be of professional quality, conforming to generally accepted industry standards and practices for similar services and deliverables. The Services as delivered to Client will not infringe on any copyright, patent, trade secret, or other proprietary right held by any third party. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE;

The Services to be provided by AGRC are not of a legal nature, and AGRC shall in no event give, or be required to give, any legal opinion or provided any legal representation to Client. Aon recommends that Client seek the review of the Client's legal or tax advisors before taking action based upon AGRC's statements.

The Services will be performed only by AGRC and its bona fide employees, unless and to the extent Client has given its written consent to the subcontracting of any portion of the Services.

The Services will be performed in strict accordance with the requirements of this proposal, applicable professional standards and laws.

AGRC is not debarred, proposed for debarment, suspended or otherwise ineligible for participation in any federal procurement or non-procurement transaction.

## Relationship

Consultant's employees assigned to perform Services hereunder shall be and remain employees of Consultant whether Services are performed at Consultant's facilities or Client's facilities and shall not for any purpose be considered Client's employees. Consultant shall be solely responsible for the payment of salaries and all matters relating thereto, including the withholding and/or payment of all payroll taxes, workmen's compensation, unemployment compensation, public liability, insurance-related benefits, vacation pay, holiday pay and all such additional legal requirements applicable to Consultant's employees.

Consultant's relationship to Client hereunder is one of independent contractor and nothing contained in this proposal or any Schedule shall be construed to imply that Consultant or any of Consultant's officers, employees or agents is an employee or agent of Client for any purpose. Consultant shall have no right, power or authority to create any obligation, expressed or implied, or to make any representation on behalf of Client, except as may be expressly authorized from time to time by Client in writing and then only to the extent of such authorization. Nothing herein is to imply an agency, joint venture or partner relationship between the parties.

## Confidentiality

"Confidential Information" shall mean various trade secrets and confidential information of Client and/or a third party who has provided such information to Client, including, but not limited to any process, system, formula, pattern, model, device, compilation, or other information, information concerning manufacturing methods, operational methods, business and technology plans, distribution strategies, sales, costs, pricing, marketing, customers, the terms and conditions of this proposal, and research and development of Client or any information that Client deems to be confidential to its business unless same: (i) was already in AGRC's possession prior to its receipt from Client without restriction on its use or disclosure; (ii) is or becomes available to the general public through no act or fault of AGRC; or (iii) is rightfully disclosed to AGRC by a third party, and to the best of AGRC's knowledge, without restriction on its use or disclosure; or (iv) is demanded by any state or federal government agency or by court order provided that Client receives prior written notice of such disclosure.

AGRC will honor confidentiality regarding any data Client provides to AGRC during this engagement as well as any analysis conducted or conclusions derived from such data. Except as required by the Scope of Work, no Client-identifiable data shall be shared with parties other than AGRC or Client unless Client provides consent, which consent needs to be provided on a case-by-case basis, or compliance with any validly issued subpoena or court order is required. In turn, the techniques utilized and results produced by AGRC will not be shared by Client with any other party that could utilize the information to gain a competitive advantage against AGRC. AGRC will be responsible for any breach of these obligations by its employees or agents. AGRC agrees to take all necessary steps to protect any Confidential Information with the same degree of care that AGRC uses to protect its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care.

Upon any expiration or termination of this proposal and upon Client's written request, AGRC will promptly return to Client or destroy the originals and all copies of all Confidential Information (which destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such Confidential Information), as well as any equipment or other items, furnished by Client to AGRC. Notwithstanding the foregoing, AGRC may retain one archival copy of the Confidential Information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

AGRC gathers data containing information about our customers. This information may be shared among AGRC affiliated businesses. In addition to being used to provide services to AGRC customers, the information may be used for business administration, business reporting, statistical analysis, marketing of AGRC products or services and providing consulting or other services to companies for which AGRC or its affiliates may receive remuneration. AGRC takes appropriate measures to protect the privacy and confidentiality of our AGRC customers as well as to comply with applicable laws and regulations. AGRC may use or disclose information about our customers if we are required to do so by law, AGRC policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by AGRC, the information/data you provide may be transmitted, used, stored and otherwise processed outside of the country where you submitted that information. If you have questions about AGRC data processing, please contact your AGRC consultant.

The requirements of this Confidentiality provision shall survive the termination of this proposal.

## Client Responsibility

AGRC and Client acknowledge that the reliability of our services depends upon the accuracy and completeness of the data supplied to AGRC. Client accepts sole responsibility for errors or delays in services solely resulting from inaccurate or incomplete data supplied to AGRC, and acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by Client to AGRC. AGRC must receive promptly the information to deliver the Services as well as the Client's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as a change in the nature of the Client's products or equipment, systems, and/or processes that are the focus of AGRC's service(s).

Client agrees to provide its project data in the form agreed upon. Client understands and agrees that if data is submitted in a form other than agreed upon, Client shall pay AGRC, in addition to the fees set forth in the proposal the reasonable expenses incurred to merge/convert the data to the agreed upon form so long as AGRC has informed Client of such additional expenses and Client has consented in writing to those additional expenses prior to AGRC incurring such.

## Limitation of Liability

Both parties further agree that AGRC and its personnel shall be released to the fullest extent permitted by applicable law from any and all claims, liabilities, costs and expenses attributable to any knowing misrepresentation by Client, its directors, its officers and/or its employees except for claims attributable solely to the negligence of AGRC. In no event shall AGRC be liable to the Client, whether in tort (including negligence), contract or otherwise for any amount, in the aggregate, in excess of three times the total fees paid by the Client under this proposal, except to the extent fully and finally determined by a court of competent jurisdiction to have resulted from the willful misconduct or fraudulent behavior of AGRC, and neither AGRC nor Client shall be liable to the other for any consequential, indirect, lost profit, lost opportunity or similar damages relating to AGRC's services provided under this proposal.

This Liability Limitation shall apply to the Client and extend to the Client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "Client Group Member" and together, "Client Group") wherever located that seek to assert claims against AGRC, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any Client Group Member.

If the Client or any Client Group Member asserts any claims or makes any demands against AGRC or any Aon Group Member for a total amount in excess of this Liability Limitation, then the Client agrees to indemnify AGRC for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by AGRC or any Aon Group Member that exceeds this Liability Limitation.

As AGRC and Client intend the aforementioned limitation of liability clause to be enforceable, they agree that any over breadth in the clause shall not itself render the clause void, but rather, the clause shall be interpreted and enforceable to the fullest extent permitted by the law of the applicable state.

In addition, the Client agrees to indemnify and hold AGRC, its directors, officers and employees, harmless from and against any and all claims, suits, and demands, and the liabilities, costs and expenses resulting therefrom ("Claims"), that AGRC may incur relating to the Services under this proposal, except to the extent such Claims are fully and finally determined by a court of competent jurisdiction to have resulted from willful misconduct or fraudulent acts or omissions of AGRC in connection with such services.

## No Solicitation

The parties agree that during the term of each Schedule issued pursuant to this proposal and for a period of one (1) year after the termination of each such Schedule, neither party shall directly or indirectly solicit for employment, without the permission of the other party, any person employed then or within the preceding one (1) year if such person performed the Services under such Schedule; provided that, (a) general solicitations of employment for employees published in a journal, newspaper or other publication of general circulation and not directed specifically toward one or more employees of the other party and any resulting offer to hire shall not be deemed to be in violation of this Section, and (b) this Section shall not prevent a party from offering to employ or employing any employees of the other party who contacts the hiring party on his or her own initiative with no direct or indirect encouragement by the hiring party.

## Termination

At any time, the parties may terminate the Services under this proposal or under any Schedule by giving the other thirty (30) days written notice, in which event Consultant shall be reimbursed for Services performed prior to the effective date of such termination.

Either party may terminate this proposal by written notice to the other party if the other party (i) breaches or is in default of any material obligation under this proposal which default is incapable of cure or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition for protection under bankruptcy or insolvency law, or has wound up or liquidated its business.

Provisions of this proposal which by their express terms extend beyond expiration or termination or which by their nature so extend to give effect to their meaning will survive and continue in full force and effect after any expiration or termination of this proposal.

## Force Majeure

The performance by either party or their approved subcontractors hereunder shall be subject to delays caused by an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, but not due to any act of the party claiming the force majeure event, new governmental laws, regulation or orders, acts or inaction of the other party, or any other cause beyond the reasonable control of a party.

In the event of any such delay, the times for performance will be extended accordingly for additional period(s) of delay. In the event, however that any such delay lasts for a period of forty-five (45) days, then either party may terminate this proposal immediately. In the event of such non-performance, the party which was delayed in its performance shall make reasonable efforts to promptly resume its performance hereunder.

## Ownership

All data supplied by Client shall be and remain at all times the sole and exclusive property of Client.

AGRC will provide the Client with a report and/or certain other tangible items specified as deliverables ("Deliverables"), set forth in the "Scope of Services" section of the attached Proposal. The Deliverables, upon full and final payment to AGRC, shall become the property of the Client, except that AGRC owns or has rights to all products, processes, concepts, know-how, techniques, software, and methodology used, and records created or maintained, (collectively "Prior Works") for the production



of the Deliverables, and Client shall gain no rights in or to them. To the extent that any Prior Works are contained in the Deliverables, AGRC hereby grants the Client, upon full and final payment to AGRC, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Prior Works in connection with the Deliverables.

Services and Deliverables are for the exclusive use of Client and are not to be relied upon by third parties.

Client acknowledges and agrees that AGRC is in the business of providing consulting services to clients utilizing AGRC's Prior Works, and nothing contained herein shall prohibit AGRC from using any of AGRC's general knowledge or knowledge acquired under this proposal to perform similar services for others.

## Miscellaneous

Should any provisions of this proposal be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. Consultant shall not assign, delegate, convey, encumber or otherwise dispose of this proposal or any rights or obligations hereunder without the prior express written consent of Client. This proposal is fully assignable by Client and shall inure to the benefit of any assignee or other legal successor in interest of Client herein.

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this proposal or any services provided to the Client by Consultant or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

This proposal shall be binding upon the successors, and/or legal representatives of the parties.

## Entire Proposal


This proposal contains the entire understanding and agreement between the parties with respect to the subject matter described herein and supersedes and replaces all prior and contemporaneous agreements, whether written or oral, as to such subject matter. This proposal may be modified only by a written agreement signed by both parties. This proposal shall be governed by and construed in accordance with the laws of the State of California without regard for its conflicts of law rules.

## Proposal Acceptance

By executing this proposal, the Client has read all of the terms and conditions stated herein and fully understands their contents. The execution of this proposal confirms the Client's understanding and acceptance of those terms.

The signing of this proposal by an authorized signatory of the Client indicates that the Client hereby authorizes AGRC to proceed with the services as described herein. This document should be returned to Daniel Park.

This proposal is valid until March 31, 2019.

	Fullerton School District	AGRC
Signature:		
Printed Name:		Mujtaba Datoo
Title:		Actuarial Practice Leader
Date:		December 14, 2018

CONSENT ITEM

**DATE:** May 21, 2019

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

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

**PREPARED BY:** Laurie Bruneau, Director of Risk Management

**SUBJECT:** **APPROVE THE GENERAL SERVICES AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND R3 CONTINUUM EFFECTIVE JUNE 1, 2019 – JUNE 30, 2020**

Background: The District wishes to retain the services of R3 Continuum to provide specialized and medically-legal evaluations for employees to determine whether they can safely perform the essential job functions of their positions.

R3 Continuum will provide consultation to the Risk Management Department and Personnel Services team to ensure that the District meets its' legal requirements under the American Disability Act (ADA) and Fair Employment and ACT (FEHA). The fee schedule is based on the type of evaluations requested. The cost of each evaluation will not exceed \$3,500. The District does not expect to exceed \$15,000 annually on these types of services.

Rationale: Retaining the services of a fitness for duty evaluator will allow the District to mitigate and reduce high liability claims.

Funding: The cost of these services will be paid from the General Fund (01) at the above referenced hourly rates.

Recommendation: Approve the General Service Agreement between Fullerton School District and R3 Continuum effective June 1, 2019 – June 2020.

CH:LB:lc  
Attachment

## LETTER OF AGREEMENT for Fitness for Duty Evaluation or Fitness for Duty Evaluation with Violence Screen

3/5/2019

Self-Insured Schools of California  
P.O. Box 1847  
2000 "K" Street  
Bakersfield, CA 93303-1847

Case #:

Dear MS. BRUNEAU:

THIS LETTER OF AGREEMENT (this "LOA"), effective 3/5/2019, regardless of the execution date hereof (the "Effective Date"), is by and between R3 Continuum, LLC (R3) (a Michigan limited liability company with a principal place of business located in Minnesota), and Self-Insured Schools of California. This LOA is for the limited purpose set forth herein and shall not supersede or replace any other agreements between the parties, and shall not apply to any services not specifically covered by this LOA.

### LETTER OF AGREEMENT TERMS

- Purpose.** The purpose of this LOA is to set forth the terms and conditions under which R3 will supply certain services to Self-Insured Schools of California.
- R3 Services.** R3 will commence performing the following services: Fitness for Duty Evaluation or Fitness for Duty with Violence Screen Evaluation. It is specifically understood and agreed between the parties that the authority for healthcare decisions relating to any individual referred to R3 by Self-Insured Schools of California are between the individual and his/her provider, and that R3 is not providing any healthcare services pursuant to this LOA.
- Payment for R3 Services.** Payment for services rendered by R3 will be as follows: R3 will provide an invoice for our services to Self-Insured Schools of California, to be billed according to the fee schedule outlined below. Payment will be due within 30 days after the date of invoice and any sum not paid when due will be charged interest at the rate of 1.5% per month.
- Ownership of R3 Materials.** Self-Insured Schools of California shall use any and all reports, materials or other documentation prepared by R3 in connection with the Services under this LOA solely for its own business purposes. Self-Insured Schools of California shall not acquire any ownership rights in R3 intellectual property, including templates, presentations, methods, work flows, and evaluation methodologies by virtue of the services provided under this LOA.
- Customer Representations and Warranties.** Self-Insured Schools of California represents and warrants that in engaging R3 for services under this LOA, Self-Insured Schools of California is acting in compliance with all applicable federal, state and local laws, rules and regulations. Self-Insured Schools of California further represents and warrants that it has obtained any legally required consent from any individual referred to R3 for consultation, which authorizes Self-Insured Schools of California to release medical information about that individual to R3.
- Limitation of Liability.** R3 makes and Self-Insured Schools of California receives no warranty in connection with the services under this LOA. R3 will not be liable to Self-Insured Schools of California for any indirect, special, incidental, consequential, exemplary or punitive damages or for any form of damages other than

direct damages, and R3's liability shall not exceed the fees received by R3 for the services giving rise to the liability.

- 7. **Term and Termination.** This LOA will remain in place for the entire duration of this case, and will apply to Self-Insured Schools of California's ongoing request for services from R3 on this case. Either Self-Insured Schools of California or R3 may terminate this LOA at any time and for any reason by providing the other thirty (30) days written notice. In the event R3's performance of services under this LOA is terminated, Self-Insured Schools of California will pay R3 for all services rendered and expenses incurred under this LOA in accordance with section 3. R3 may terminate this LOA immediately upon Self-Insured Schools of California's failure to pay for services in accordance with section 3.
- 8. **Scope and Fees.** The following forms are attached hereto and hereby made a part of this Agreement:
  - Schedule A – Scope of Work
  - Schedule B – Fees

On behalf of R3 I am pleased that we have entered into this LOA to provide services to Self-Insured Schools of California and we very much look forward to working with you. If this LOA is consistent with your understanding and acceptable to Self-Insured Schools of California please sign and return to R3. We will countersign and send you back the fully executed document.

Very truly yours,

By: \_\_\_\_\_  
Name: James Mortensen  
Title: President  
Date: \_\_\_\_\_  
Address: 7825 Washington Avenue South  
Suite 500  
Bloomington, MN 55439

Acknowledged and Accepted:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **Fitness For Duty Evaluations (FFD) and Fitness for Duty Evaluations with Violence Screening (FFD-VS) - Scope of Work**

### **Assignment Description**

R3 Continuum's (R3's) fitness for duty (FFD) evaluation is a specialized medical-legal examination of an employee. The purpose of an FFD is to determine whether the employee can perform essential job functions. A fitness for duty evaluation with violence screen (FFD-VS) is a specialized type of FFD which assesses an employee's capacity to perform essential job functions and screens for violence risk issues. We conduct our FFDs with the belief that people have a right to lead productive, meaningful lives. With that, we are committed to providing an objective, timely and thorough assessment that aids in your ability to make appropriate employment decisions.

### **Roles and Responsibilities**

*Referral Source (RS)* is R3's primary contact who refers the case to R3 and provides the purpose of the referral and specific case instructions to be followed by the R3 evaluator. The RS's responsibilities include providing appropriate records of what led to the referral (e.g., written warnings, email communications, performance documentation, etc.), referral form, current job description, and description of what the employer needs to have addressed. RS manages communication with the employee regarding attending the evaluation including the date, time and location of the evaluation once scheduled.

*R3 Evaluation Coordinator (EC)* will be the point of contact for the RS and R3 evaluator throughout the FFD evaluation. The EC's responsibilities include: scheduling the evaluation with an appropriate evaluator, receiving a copy of the authorization(s) signed by the employee to release and share information, receiving copies of the signed consent forms and providing all documentation to the evaluator prior to the date the FFD is scheduled.

*R3 Evaluator* assesses the employee's capacity to safely perform his or her essential job functions and to address the presence of challenges that may interfere with performance. The evaluator also identifies any potential risks including self-harm, harm to others or harm to the business. Recommendations for reasonable accommodations are also typically addressed if appropriate.

FFD evaluators are selected based on the nature of the presenting concern, proximity to the employee, their specialty/scope of practice, and/or request for telehealth appointment. The evaluator is required to maintain a position of neutrality and does not represent either the employer's or employee's interests. This is critical to the success of the FFD for all parties. Additionally, the employee cannot be seen by the evaluator for treatment.

*R3 Clinical Director* oversees the overall quality of the FFD program, working with the quality assurance (QA) department to ensure the evaluator completes a thorough report that addresses all the questions being asked by the RS.

*Please note: R3 does not have any role or responsibility in the implementation of the findings by the evaluator. The client makes the sole determination as to how the report's conclusions may or may not impact the employee's status or benefits.*

### **Fit For Duty (FFD) Evaluations Process**

Initiation of the FFD evaluation process will occur when the RS has submitted a new case referral to the R3 EC.

- Upon receipt of a completed referral, R3 EC enters the case information into the R3 database
  - A completed referral must include:
    - A referral form completed in its entirety
    - A current job description or occupational demands description
    - All other documentation that is to be reviewed as part of the evaluation
  - A member of the clinical team reviews referral for violence risk indicators if applicable
  - All components of the completed referral are required before the evaluation appointment is scheduled

*Please note: If a cancellation or no show of the appointment happens, the cancellation fees outlined in the client appointment confirmation letter will be followed. R3 will only cancel an evaluation upon the request of the RS. If a cancellation is requested from any other parties, the R3 EC will contact the RS to discuss next steps.*

- The case documentation is organized and staged for the evaluator according to R3's staging protocols
- The R3 EC schedules the evaluation within two (2) business days following the receipt of the completed referral. *(Please note: should an evaluator not be available within the area requested, R3 will initiate real time recruiting efforts as described below); the appointment is scheduled to occur no later than five business days following the receipt of the completed referral. (Please note: timeframes indicated are subject to change based on evaluator availability and referral documentation receipt).*
- An appointment confirmation letter is sent to the RS:  
What follows is a list of what is included in the RS appointment confirmation letter:
  - Evaluation appointment date and time
  - Address of evaluation location, or login information for telehealth appointments
  - Expected length of appointment
  - Phone number(s) for assistance
  - R3 re-schedule and/or cancellation policy
- Employee is required to sign an informed consent which outlines the employee's rights, and a notice of privacy practices which outlines how R3 uses and discloses protected health information, before the R3 evaluator can proceed with the evaluation
  - R3 evaluator is required to ensure all consent and release forms have been obtained and are completed prior to beginning the evaluation and/or any collateral interviews
  - The consent and release forms clarify for the employee that the evaluation is being conducted on behalf of a third party (i.e., RS), and that the third party has sole ownership of the report and can release the report at their discretion. Note: it is R3's policy that the RS responds to any requests for release of an FFD report to the employee by the employee. R3 will not release an FFD report to an employee with the following exceptions:
    - When both the RS and the employee are requesting the release of the FFD report; and
      - we have appropriate authorizations to do so; and
      - release of the report is not clinically contra-indicated
    - When we receive a court order to do so; or
    - When required to do so by law
  - If the R3 evaluator advises that there would be adverse impact to the employee (or others in the case that a risk of violence may be elevated), the R3 Clinical Director will explain this to the RS and the employee and R3 will not release the FFD reports to the employee. Further correspondence or requests at this point will be handled by R3's legal counsel
- The R3 evaluator conducts the evaluation, which lasts an average of 4-8 hours (based on specialty type requested) and includes a clinical interview and administration of empirically validated assessment instruments as applicable
- The R3 evaluator submits the report to R3 and the R3 QA Editor completes a quality review of the final written report
- Final written report(s) (in PDF format) are provided to the RS and/or employer five (5) business days after the evaluation
  - Final written evaluation report is provided to the RS, if requested, and includes all the information obtained and assessed as part of the evaluation except for any raw testing data
  - Final written employer report is provided to the employer, if requested, and includes only:
    - Brief description of the incident that led to the referral
    - Statement of confidentiality

- Responses to RS questions
- Conclusion on fitness for duty
- Recommendations relevant to the case and referral questions

*Please note: The report provided to the employer is a condensed version of the evaluation report; however, it does not contain sensitive protected health information (PHI) or similar sensitive information that HR or a supervisor is not entitled to have concerning any employee. Having this sensitive information can expose the employer to potential litigation. In order to safeguard the employee's PHI, the employer report will only include details relevant to answer the question of fitness for duty, and to provide any recommendations pertinent to the case. If the receiving party is an occupational medicine group or disability group within the workplace, a full report may be released with proper signed authorization as they are viewed as separate from HR and management and are capable to manage this PHI appropriately.*

### **Real Time Recruiting (RTR) Process**

In the event that RTR is warranted and RS has accepted, we will utilize our same recruitment standards and process:

- Clinical Recruiting will locate and conduct a pre-screening of potential recruits which includes:
  - Verify state license is active and in good standing
  - Confirm board certification is active and without adverse action (*if applicable*)
  - Confirm with internet search that clinician's name does not yield potential concerns
- Update is provided to RS at the end of the third business day at which time:
  - Future touch points are determined
  - Next steps are established
- With acceptance from RS identified clinician is credentialed and contracted

### **Turnaround Times (TATs)**

The final written report(s) will be completed five (5) business days after the date of the evaluation. If additional time is needed for the completion of the report (due to the complexity of the case), the R3 EC will request an extension of the due date with the RS.

### **Process by which modifications can be made to the contract/scope of work**

At any time, any of the parties in this contract can discuss suggested changes/improvements or modifications to the process. Any changes/improvements or modifications agreed to will be submitted in the form of an addendum to the original contract.

**Special Limitation of Liability for the Content of Mental Health Assessments.** The parties acknowledge that the results of any mental or behavioral health assessment, including psychological and/or social assessments ("mental health assessment") involve an inherent degree of uncertainty and that R3 does not guarantee the accuracy of any such assessment. Mental health assessments include services called Fitness for Duty (FFD) Fitness for Duty with a Violence Screen (FFD-VS). Notwithstanding any term to the contrary between the parties, if service provider, or any person or entity performing under R3 (together, the "assessing party"), is providing a mental health assessment, the parties acknowledge that under no circumstances shall the assessing party be subject to any liability or any obligation to indemnify or defend in connection with or related to any injury, damages, loss, claim or other liability related to the content or feedback (or lack thereof) of such mental health assessment, including with regard to any act subsequently committed by the subject of such mental health assessment where such act was not identified as a risk or possibility by the individual conducting the mental health assessment. The limitation of liability in the immediately preceding sentence shall not apply to any injury, damage, loss, claim or other liability caused by the gross negligence and/or intentional misconduct of the assessing party.

## Fitness For Duty Evaluations (FFD) and Fitness for Duty Evaluations with Violence Screening (FFD-VS) - Fees

### Forensic Evaluation Services – Professional Rates (Rates are hourly unless otherwise noted)

Psychology Fitness For Duty- Flat Base Rate	\$2,500.00
Psychology Fitness For Duty with Violence Screen- Flat Base Rate	\$3,500.00
Psychiatry Fitness For Duty & FFD-VS- Hourly professional time	\$525.00/hr
Neuropsychology (PhD)- Hourly professional time	\$425.00/hr
Collateral Phone Call with Psychiatrist	\$525.00/hr
Collateral Phone Call with Neuropsychologist (PhD)	\$425.00/hr
Collateral Phone Call with Doctoral-level Psychologist (PhD/PsyD)	\$325.00/hr
Cancellation Fee (2 weeks to 2 business days)	
• Psychiatrist	\$800.00/flat
• Neuropsychologist	\$675.00/flat
• Doctoral-level Psychologist (PhD/PsyD)	\$675.00/flat
Late Cancellation/No-show Fee (Less than 48 hours to No-Show)	
• Psychiatrist	\$1200.00/flat
• Neuropsychologist	\$1000.00/flat
• Doctoral-level Psychologist (PhD/PsyD)	\$1000.00/flat

- Collateral phone calls and additional evaluation needs will be billed at the hourly rate of the specialist providing the evaluation outlined above.
- Litigation Fees are not included in this fee schedule.
- Standard TAT for FFD evaluation is 5 business days after the date of the evaluation.



## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>R3 Continuum LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>4115 Ayrshire Dr SW</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Wyoming MI 49418</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>												
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or												
<b>Employer identification number</b>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;">4</td> <td style="border: 1px solid black; width: 25px; height: 25px;">6</td> <td style="border: 1px solid black; width: 25px; height: 25px;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px;">4</td> <td style="border: 1px solid black; width: 25px; height: 25px;">0</td> <td style="border: 1px solid black; width: 25px; height: 25px;">0</td> <td style="border: 1px solid black; width: 25px; height: 25px;">3</td> <td style="border: 1px solid black; width: 25px; height: 25px;">5</td> <td style="border: 1px solid black; width: 25px; height: 25px;">7</td> <td style="border: 1px solid black; width: 25px; height: 25px;">3</td> </tr> </table>	4	6	-	4	0	0	3	5	7	3		
4	6	-	4	0	0	3	5	7	3			

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Maw Veltkamp</b>	Date ▶ <b>2/8/2019</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hylant - Grand Rapids 85 Campau Ave. NW, Ste 100 Grand Rapids MI 49503	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> 616-855-7900	<b>FAX (A/C, No):</b> 616-855-7910
<b>E-MAIL ADDRESS:</b> GR Certs@hylant.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Hartford Casualty Insurance Co		29424
<b>INSURER B :</b> Hartford Accident and Indemnity Company		22357
<b>INSURER c :</b> Beazley Insurance Company Inc		37540
<b>INSURER D :</b> Columbia Casualty Company		31127
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** R3CONTI-01  
 R3 Continuum, LLC  
 4115 Ayrshire Drive SW  
 Wyoming MI 49418

**COVERAGES** **CERTIFICATE NUMBER:** 454928054 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			81SBAPQ7889	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			81SBAPQ7889	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			81SBAPQ7889	2/1/2019	2/1/2020	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	81WECCD0906	2/1/2019	2/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber Liability			V1DB24180201	2/1/2019	2/1/2020	\$5,000,000 Limit	\$10,000 deductible	
D	Professional Liability			HMA4031948409	2/1/2019	2/1/2020	\$5,000,000 limit	\$5,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured for General Liability, as required by written contract - Fullerton School District

<b>CERTIFICATE HOLDER</b>  Fullerton School District 1401 W. Valencia Drive Fullerton CA 92833	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
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CONSENT ITEM

**DATE:** May 21, 2019

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SCHOOL FACILITIES SUPPORT AS FACILITIES CONSULTANT, EFFECTIVE JULY 1, 2019 THROUGH DECEMBER 31, 2019**

Background: The addition of modular classrooms at Robert C. Fidler K-8 School this summer requires us to seek outside consultants to minimize costs via change orders and ensure the project is completed on time. Total completion of the project is expected at the end of 2019.

Rationale: When District employees are unable to provide necessary services, the District enters into an Independent Contractor 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: District agrees to pay School Facilities Support a base consulting fee not to exceed \$39,875 during the term of this agreement from District 48 (Amerige Heights).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and School Facilities Support as Facilities Consultant, effective July 1, 2019 through December 31, 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 July 1, 2019, and will diligently perform as needed until December 31, 2019.
3. Compensation. DISTRICT agrees to pay the SFS a base consulting fee of \$39,875.00 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 21st day of May 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:** May 21, 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-B035 THROUGH 18/19-B037 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-B035 through 18/19-B037 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 \$2,114 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>
8699	All Other Local Revenue	-\$2,114
	Total:	-\$2,114

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$46,347
2000	Classified Salaries	-12,177
3000	Employee Benefits	-7,389
4000	Books and Supplies	82,654
5000	Services & Other Operating Expenses	-132,735
6000	Capital Outlay	13,501
9789	Designated for Economic Uncertainties	7,685
	Total:	-\$2,114

Explanation: This Resolution reflects a decrease in revenues from ASB charges. It also includes various adjustments to 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 \$201,358 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>
8182	Special Education Discretionary Grants	-\$29,284
8699	All Other Local Revenue	230,642
	Total:	<u>\$201,358</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	\$19,883
2000	Classified Salaries	-9,313
3000	Employee Benefits	-17,194
4000	Books and Supplies	71,366
5000	Services & Other Operating Expenses	85,861
6000	Capital Outlay	52,000
7000	Other Outgo	-,1245
	Total:	<u>\$201,358</u>

Explanation: This Resolution reflects revenue increases for donations from various school sites, PTAs, foundations, All the Arts and Early Learning Inclusive Pre-School (ELIP). It includes a decrease to the Special Education IDEA Grant for preschool Part B Section 619. It also includes 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 transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$3000
2000	Classified Salaries	-29,389
3000	Employee Benefits	12,233
4000	Books and Supplies	-15,044
5000	Services & Other Operating Expenses	29,200
	Total:	\$0

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

CONSENT ITEM

**DATE:** May 21, 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 WARRANT NUMBER 1122 FOR THE 2018/2019 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1122 for the 2018/2019 school year.

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

01	General Fund	<u>\$2,585.92</u>
	Total	\$2,585.92

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

Funding: The total amount presented for approval is \$2,585.92 from District 40, General Fund.

Recommendation: Approve/Ratify warrant number 1122 for the 2018/2019 school year (District 40, Van Daele).

RC:MG:gs

CONSENT ITEM

**DATE:** May 21, 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 1201 THROUGH 1203 FOR THE 2018/2019 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1201 through 1203 for the 2018/2019 school year.

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

01	General Fund	<u>\$153,215.41</u>
	Total	\$153,215.41

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

Funding: The total amount presented for approval is \$153,215.41 from District 48, General Fund.

Recommendation: Approve/Ratify warrants numbered 1201 through 1203 for the 2018/2019 school year (District 48, Amerige Heights).

RC:MG:gs

CONSENT ITEM

**DATE:** May 21, 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 AGREEMENTS FOR ELEMENTARY SCHOOL PHOTOGRAPHY SERVICES FOR THE 2019/2020 SCHOOL YEAR

Background: To ensure equality of the back-to-school elementary photography, the District established a standard that all photography vendors must meet in order to do business within the District. Three standard photography packages with fixed pricing were designed, and each vendor must include those packets within their other special offerings of photography packages. Additionally, each vendor must have a minimum of five years' experience in projects similar in size and scope, must comply with the fingerprinting requirements of Education Code 45125.1, and must be properly insured as required by the District.

Five vendors have agreed to our terms and conditions: Cantrell Photography, Inc.; Life Touch School Studios, Inc.; Studio 1; Gerardy Photography, Inc.; and Pictures with Class.

The contract period is for one year. The contract price is to be adjusted annually, not to exceed the average twelve-month change in Consumer Price Index. There will be no adjustment this year.

Rationale: By approving the agreements, the process is streamlined and standardized for the schools, and PTAs can make choices earlier in the year with any vendor on the approved list.

Funding: Not applicable.

Recommendation: Approve agreements for elementary school photography services for the 2019/2020 school year.

RC:MM:gs  
Attachment



**PROPOSAL/AGREEMENT**  
**Fullerton School District**  
**Elementary School Photography**



The Fullerton School District (FSD) has twenty (20) Elementary sites each with their own photography service requirements.

It is the intent of FSD that each elementary school enters into a contract with an experienced, professional and qualified photography service that best meets their needs and service requirements for the 2019/2020 school year, not to exceed five (5) years from the signing of the Agreement. Year 4 of 5.

**Instructions for Photography Services**

**A. Scope of Services to Be Provided**

1. **School Pictures:**

- Setting up photo stations for school photos, and provide the necessary staff to run the photo stations efficiently.
- Provide a safe environment for students and staff, covering wires and protecting equipment. Staff will wear name tags and uniforms when on district property and check in the office prior to entering into the campus.
- Provide two make up days at the school during the month of September and October.
- Provide quality photographs at a price in compliance with the agreement.
- The **photographer** shall associate the picture with the student's or staff member's ID number and name. *If a student or staff member's ID number is unknown, the file name should consist of the student or staff member's last name followed by "STU" for students or "STA" for staff members. (See examples shown in **Attachment "A"**)* Separate files containing student names with corresponding ID numbers, and staff names with corresponding ID numbers, will be provided by the District. Files need to be requested *at least 14 business days prior to the date they are needed, with school name and picture date included in the request.*
- Provide CDs with all students and staff photographed to the applicable school site *and* to the Innovation & Instructional Support department at Fullerton School District's District Office. CDs must be compatible with Mac OS X, PowerSchool and TransTrak. Photo files on CDs must be in jpeg format.
- Completed pictures to be delivered will be sorted by teacher/class.
- Format of photos required "Attachment A".

2. **ID Pictures:**

- Provide ID cards with student photo, first name, last name, grade level and barcode of student ID number (number not printed on card) to all students on the day pictures are taken.

\*Provide clips/lanyards for staff Maximum of 200 per school to be included. Price each for additional Lanyards: \$\_\_\_\_\_.

3. **Package Order Forms:**

- Prices on your order form will reflect Fullerton School District Exhibit "A" district wide set pricing.
- "Fullerton School District Approved Pricing will be in ***bold*** located at the upper top of the order form.

- All order forms will be submitted to the purchasing department for approval before being sent out to schools.
4. **Certification by Contractor of Criminal Records Check:** Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form included.
  5. **Insurance Requirements:** The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:
    - a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (minimum limits)
 

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing services.)
- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.
- d. Workers' Compensation as required by California State law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

**CERTIFICATION  
PHOTOGRAPHY SERVICES  
for  
Fullerton School District**

I certify that I have read the attached – **Photography Services for Fullerton School District**, and the instructions for submitting. I further certify that I must submit one (1) original in response to this request, the completed Certification by Contractor of Criminal Records Check, Submit the required Insurance and that I am authorized officer to commit the company to the proposal submitted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

If you are responding as a corporation,  
please provide your corporate seal  
here:

## Format of Photo's Required Attachment "A"

Data requests will be made at least 14 business days prior to the date needed. Upon photo company's request, including site name and scheduled picture date, District supplies to photo company:

- A student file with school name or number, student's last name, student's first name, grade level, teacher and room number.
- A staff file with school name or number, staff member's first and last names.

### **Requirements for Photographers**

#### Picture format and naming convention

- The photo files must be saved in jpeg format in a folder by themselves.
- Photos must be saved in Portrait orientation with dimensions of 8 to 10, for example, 80 x 100 pixels.
- The low end for resolution is 256 colors and the high end for resolution is 32-bit (True Color).
- Student photo file names must be the student's full six or seven-digit permanent ID number (including leading zeroes if necessary) plus the extension JPG.
- If the student's permanent ID number is not known, the photo file must be named using the student's last name plus STU, with the extension JPG.
- Staff photo file names must be the five-digit staff number provided by the District with the extension JPG.
- If the staff ID number is not known, the photo file must be named using the staff member's last name plus STA, with the extension JPG.

#### Photo CDs that are sent to the school and District Office

- Photos must be in an easily identified folder on the CD.
- The picture CD must contain a comma-separated text file consisting of student's permanent ID as the first column and that student's photo file name as the second column.
- The preferred cross-reference file name is IDLINK.TXT.
- The preferred location for IDLINK.TXT is in the same folder as the .JPG photos.

#### Examples of acceptable student photo file names

991234.JPG  
SmithSTU.jpg  
SmithSTU2.jpg (if more than one "Smith" student with unknown student ID number)

#### Examples of acceptable Staff or unknown student ID photo file names

53470.JPG  
GarciaSTA.JPG  
GarcoaSTA2.jpg (if more than one "Garcia" staff member with unknown staff ID number)

#### Examples of acceptable IDLINK.TXT entries

"991234","991234.JPG"  
"001234","001234.jpg"  
"GarciaSTA2","GarciaSTA2.JPG"  
""SmithSTU.jpg", "SmithSTU.JPG"

**EXHIBIT A**

PRICING SCHEDULE

FULLERTON ELEMENTARY SCHOOL PHOTOGRAPHY

2018/19 SCHOOL YEAR

PACKET NO. 1	PACKET NO. 2	PACKET NO. 3
2 EA 3" X 5" 8 EA 2" X 3" 1 EA CLASS PICTURE	1 EA 8" X 10" 2 EA 3" X 5" 8 EA 2" X 3" 1 EA CLASS PICTURE	1 EA 8" X 10" 2 EA 5" X 7" 2 EA 3" X 5" 8 EA 2" X 3" 1 EA CLASS PICTURE
<b>\$ 16.00</b>	<b>\$ 22.00</b>	<b>\$ 36.00</b>
<b><u>1 EA: CLASS PICTURE TO ALL STUDENTS - NO CHARGE</u></b> <b><u>2 TAX INCLUDED IN PRICE ABOVE</u></b>		

This will be the New 2018/2019 prices for the Fullerton School District: Year 3 of 5.

Please sign and approve the above increase amount: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be accompanied in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR**  
**CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Governing Board of Fullerton School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

## FULLERTON ELEMENTARY SCHOOL PHOTOGRAPHY AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as Contractor, and Fullerton School District, hereinafter referred to as "District."

**WHEREAS**, the District is in need of elementary school photographers; and

**WHEREAS**, Contractor is specially trained, experienced, and competent to provide the services required; and

**WHEREAS**, such services are needed on an annual basis;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY Contractor:**  
Offer photography services for Elementary Student Pictures as a Board approved vendor, per the terms and conditions as outlined in Proposal/Agreement. This agreement does not obligate Contractor to provide services, nor does the agreement obligate the District to order any specific services.
2. The contract period shall be for in mutually agreed upon annually for up to five (5) years effective \_\_\_\_\_ through \_\_\_\_\_. Prices are firm on the District's standard packets from date of award through \_\_\_\_\_. The contract price shall be adjusted annually not to exceed the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers for the Los Angeles-Riverside-Orange County, CA area, for the average prior 12-month period. The contractor will perform services as an independent contractor and not as an employee of the District. Contractor shall meet with each Principal to establish a mutual schedule for services to be rendered.
3. The District will prepare and furnish to the Contractor upon request such information as is reasonably necessary to the performance of the **AGREEMENT**.
4. Contractor shall deal directly with parents regarding payment for photography services rendered pursuant to this **AGREEMENT**.
5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
6. The Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the services called for in this **AGREEMENT** except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agent.
  - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm,



or corporation, including the District, 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 school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

The Contractor, at Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in action, suit, or other proceedings as a result thereof.

7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
8. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
9. Contractor, if an employee of another public agency, certifies that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency, for the actual time in which services are actually being performed pursuant to this **AGREEMENT**.
10. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this **AGREEMENT** to be executed.

**Contractor:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Social Security/Tax ID# \_\_\_\_\_

Corp Seal:

**DISTRICT:**

Fullerton School District

By: \_\_\_\_\_

Dr. Robert Coghlan

Assistant Superintendent, Business Services

1401 W. Valencia, Fullerton, CA 92833

Approved by Board: \_\_\_\_\_

CONSENT ITEM

**DATE:** May 21, 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 NO. 2018-19-001 FOR SCHOOL FURNISHINGS, OFFICE FURNISHINGS, AND ACCESSORIES FROM ARVIN UNION SCHOOL DISTRICT THROUGH NOVEMBER 13, 2019, WITH OPTION TO RENEW UP TO FOUR YEARS**

Background: Arvin Union School District Bid No. 2018-19-001 for the purchase of school furnishings, office furnishings, and accessories from Sierra School Equipment Company provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid No. 2018-19-001 through November 13, 2019, with option to renew up to four (4) years.

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

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

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

Funding: Funding will be from the General Fund and Categorical Funds. Total purchases are not to exceed \$400,000.

Recommendation: Approve Piggyback Bid No. 2018-19-001 for school furnishings, office furnishings, and accessories from Arvin Union School District through November 13, 2019, with option to renew up to four years.

RC:MM:gs

CONSENT ITEM

**DATE:** May 21, 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 SUBSTITUTE SUBCONTRACTOR FOR AWARDED CONTRACT #FSD-18-19-DF-02, ROBERT C. FISLER SCHOOL IMPROVEMENTS**

Background: Pursuant to Public Contract Code section 4107, the purpose of this agenda item is to seek Board approval to substitute a subcontractor for contract #FSD-18-19-DF-02, Robert C. Fisler School Improvements.

Rationale: At the April 9, 2019 Board meeting, the Board awarded a contract for Bid #FSD-18-19-DF-02, Robert C. Fisler School Improvements, to New Dimension General Construction. New Dimension General Construction was approved to self-perform some foundation work and has requested to award a subcontract to Cecal Enterprises, Inc., to perform the foundation work instead. New Dimension General Construction will continue to be the general contractor on the project.

Funding: Not applicable.

Recommendation: Approve substitute subcontractor for awarded contract #FSD-18-19-DF-02, Robert C. Fisler School Improvements.

RC:MM:gs

CONSENT ITEM

**DATE:** May 21, 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 ADDITIVE CHANGE ORDER #2, 2018 FENCE REPLACEMENT- VARIOUS SITES, FSD-17-18-MF-01, TO A-1 ENTERPRISES, INC., A-1 FENCE COMPANY

Background: On June 19, 2018, the Board of Trustees approved the award of a contract for 2018 Fence Replacement-Variou Sites, Project FSD-17-18-MF-01 to A-1 Enterprises, Inc., A-1 Fence Company.

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

Change Order #2:

Change order addition to include the installation of a new gate with hinges and padlockable fork latch at Valencia Park Elementary School. Included on Change Order #2 will be the installation of 36 lineal feet of 42” high guard rail at Fern Drive Elementary School: \$5,918.

Funding: The new contract amount not to exceed \$1,020,836.88 is to be paid from various funds.

Recommendation: Approve Additive Change Order #2, 2018 Fence Replacement-Variou Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A-1 Fence Company.

RC:SS:ys  
Attachment

**Change Order No.: 2**  
**Contract No.: FSD 1718MF-01**

Date: April 9, 2019

Project: **2018 Fence Replacement – Various Sites**

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

Fullerton School District  
1401 West Valencia Drive  
Fullerton, California 92833

To:  
A-1 Fence Company  
2831 East La Cresta Avenue  
Anaheim, CA 92806

The contract is changed as follows:

**Valencia ES: Item 1: Add (1) 4' 6" W x 6' H gate at Valencia per CCD No. 4.**

QTY	UNIT	DESCRIPTION	COST
81	SQFT	Install new gate. Includes standard hinges and padlockable fork latch.	\$2,885.00
SUBTOTAL:			<b>\$ 2,885.00</b>

**Fern ES Item 1: Add guard rail at Building A2 per CCD No.**

QTY	UNIT	DESCRIPTION	UNIT COST	COST
36	LF	Install 36 LF of 42" H guard rail. Railing Fabricated from galvanized 1 5/8" OD Sch 40 pipe. Posts set with grout.	\$84.25	\$3,033.00
SUBTOTAL:				<b>\$3,033.00</b>

Total Cost of This Change Order: Add \$5,918.00

APR 11 2019

SECTION 00680  
CHANGE ORDER FORM

**2018 Fence Replacement – Various Sites**

CHANGE ORDER NO. 2

4/9/19

PAGE 2 OF 2

The original Contract Sum was .....	\$ 925,408.00
Net change by previously authorized Change Orders.....	\$ 89,510.88
The Contract Sum prior to this Change Order was.....	\$1,014,918.88
The Contract Sum will be (increased) by this Change Order by .....	\$ 5,918.00
The new Contract Sum including this Change Order will be .....	\$1,020,836.88

The Contract Time will be (increased) by ..... (0) Working Days  
 The date of substantial completion as of the date of this Change Order is September 27, 2019

Architect: S. MARK GELSINGER/ai Date: 4.11.19  
 S. Mark Gelsinger, Architect  
 Architecture 9 PLLLP

Contractor: [Signature] Date: 4-11-19  
 Tyler Cruz  
 A-1 Fence Company

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

[Signature] Date: 4/12/19  
 Scott Schlabsz  
 Director of Maintenance Operations and Facility Services  
 Fullerton School District

CONSENT ITEM

**DATE:** May 21, 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 AGREEMENT WITH THE HAUFFE COMPANY FOR DSA INSPECTIONS AS REQUIRED BY THE DIVISION OF THE STATE ARCHITECT (DSA) FOR REPAIRS AND IMPROVEMENTS AS PART OF THE ROBERT C. FISLER SCHOOL IMPROVEMENTS PROJECT, EFFECTIVE MAY 22, 2019 THROUGH AUGUST 30, 2019**

Background: Fullerton School District has entered into a project of school repairs and improvements at Robert C. Fidler School. The District is required by The Division of the State Architect (DSA) to ensure that an on-site DSA inspector be present while any/all work is conducted. The services of a DSA Inspector will be required from May 22, 2019 through August 30, 2019.

Rationale: District staff recommends entering into an agreement with The Hauffe Company for DSA inspection services. The Hauffe Company is a full-service firm specializing in assisting school districts during the work and closeout processes.

Funding: The contract amount not to exceed \$43,160 is to be paid from Fund 25.

Recommendation: Approve agreement with the Hauffe Company for DSA inspections as required by the Division of the State Architect (DSA) for repairs and improvements as part of the Robert C. Fidler School Improvements Project, effective May 22, 2019 through August 30, 2019.

RC:SS:ys  
Attachment

## 2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **The Hauffe Company**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **inspection services as required by the Division of the State Architect (DSA) for repairs and improvements as part of the Robert C. Fisler School Improvements Project**, hereinafter referred to as "Services."

2. Term. Contractor shall commence providing Services under this Agreement on, **May 22, 2019, and will diligently perform as required and complete performance August 30, 2019.**

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **forty-three thousand one hundred sixty dollars Dollars (\$43,160.00)**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**

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

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

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that



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

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

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

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

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

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

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

liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in

clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

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

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

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

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

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

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

The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Robert R. Coghlan, Ph.D.,

Contractor:  
The Hauffe Company  
2713 Lowell Lane  
Santa Ana, CA 92706  
Attn: Kurt Hauffe, President/Owner

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

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

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

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

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

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

This Agreement is entered into this 21<sup>st</sup> day of May 2019.

FULLERTON SCHOOL DISTRICT

The Hauffe Company  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

On File  
Taxpayer Identification Number

Kurt Hauffe  
714 925 7878  
kurt@hauffecompany.com  
2713 Lowell Lane  
Santa Ana, California 92706  
CSLB Number:  
612305,A,B,C10,C16,C20,C36,C54  
DSA Class 1 #5488

April 3, 2019

Scott Schlabsz  
Fullerton School District Director of Maintenance Operations & Facilities  
1401 W. Valencia Drive  
Fullerton, CA 92833

Proposal for DSA Inspection Services for Robert C. Fisler School Improvements (New Modular Library/Playground Updates/ Building E. Modernization)

Dear Mr. Schlabsz,

Thank you for this opportunity to provide Fullerton School District with a proposal to preform DSA Inspection Services for Robert C. Fisler School Improvements, New Modular Library/Playground Updates and Building E. Modernization.

With the Districts start date Summer of 2019 for 13 weeks, 520 hours we are projecting cost of \$43,160.00 at \$83 per hour.

It is our goal to demonstrate though our submittal Hauffe Company Inc. has the capabilities, and understanding to provide Fullerton school District with any required task at a complete rate and assist in achieving a successful and economical completion of these projects. We thank you for the opportunity to be come part of your Team.

If you have any questions you can contact me at 714-925-7878.

Regards,

Kurt Hauffe  
President Hauffe Company, Inc.

## Hauffe Company Inc.

### *Terms & Conditions:*

1. *The proposed pricing contemplates the payment of prevailing wages to our Project inspectors.*
2. *The hourly rates are subject to change once a year.*
3. *The increase would be the greater of 2% or any increases to prevailing wages calculated at the original rate plus 140% of the published increase to prevailing wage determinations.*
4. *Invoicing will be submitted once a month in one-hour increments with four-hour minimums.*
5. *Work performed in excess of eight-hours in any one day or on Saturdays. Inspectors shall invoice and be paid for 1.5 times the base fee indicated. Work performed on Sundays or recognized holidays. Inspector shall invoice and be paid at two times the base fee indicated.*

\* Note these rates are Confidential to this Proposal and shall not be disclosed to any other parties.

CONSENT ITEM

**DATE:** May 21, 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 AGREEMENT WITH ANACAL ENGINEERING COMPANY TO PROVIDE PROFESSIONAL CIVIL ENGINEERING SERVICES AS PART OF THE TRANSPORTATION SATELLITE NEW ADMINISTRATION BUILDING PROJECT, EFFECTIVE MAY 22, 2019 THROUGH THE END OF THE PROJECT

Background: The District plans to install a new modular administrative building for the Fullerton Transportation Department. The building will need to meet ADA compliance laws and requirements set by the Division of the State Architect (DSA). The services of a professional civil engineering firm are required to meet these standards. Services will be required from May 22, 2019 through the end of the project.

Rationale: District staff recommends entering into an agreement with Anacal Engineering for these services. Anacal Engineering is a civil engineering firm specializing in land development design and planning, construction staking, and land surveying including Global Positioning System (G.P.S.) control.

Funding: The contract amount not to exceed is \$13,950 to be paid from various funds.

Recommendation: Approve agreement with Anacal Engineering Company to provide professional civil engineering services as part of the Transportation Satellite New Administration Building Project, effective May 22, 2019 through the end of the project.

RC:SS:ys  
Attachment

## 2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Anacal Engineering Company**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional engineering services. Anacal Engineering Company is a full-service civil engineering firm specializing in land development design and planning, construction, staking, and full-service land surveying including Global Positioning System (G.P.S.) control**, hereinafter referred to as "Services."

2. Term. **Contractor shall commence providing Services under this Agreement on, May 22, 2019, and will diligently perform as required and complete performance through the end of said project as described by the Fullerton School District.**

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **thirteen thousand nine hundred fifty Dollars (\$13,950.00)**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**

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

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

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by



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

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

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

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

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

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

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this

Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

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

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

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

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

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

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

District:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Robert R. Coghlan, Ph.D.,

Contractor:  
Anacal Engineering Company  
1221 N. Tustin Avenue  
Anaheim, CA 92807  
Attn: Glen Gwatne, VP/PM

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

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

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

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

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

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

This Agreement is entered into this 21<sup>st</sup> day of May 2019.

FULLERTON SCHOOL DISTRICT

Anacal Engineering Company  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

On File  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** May 21, 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 AGREEMENT WITH THE DESIGN WORKS CREATIVE SOLUTIONS FOR LANDSCAPE AND IRRIGATION SERVICES AS PART OF THE PLAYFIELD RENOVATIONS OF VALENCIA PARK ELEMENTARY SCHOOL, EFFECTIVE MAY 22, 2019 THROUGH AUGUST 30, 2019**

Background: The District plans to enter into a project consisting of landscape and irrigation services as part of playfield renovations. The services of a licensed landscape and irrigation specialist are necessary in the preparation of site investigation/preliminary design work, review of site plan layouts, determination of hardscape issues, project budgets, schedules, architectural plans, etc. Services would also include other tasks related to the completion of landscape and irrigation playfield renovation. The contract will begin on May 22, 2019, and continue through completion on August 30, 2019.

Rationale: District staff recommends entering into an agreement with The Design Works Creative Solutions for these services. The Design Works Creative Solution is a full-service landscape architectural firm.

Funding: The contract amount not to exceed \$22,640 is to be paid from the General Fund.

Recommendation: Approve agreement with The Design Works Creative Solutions for landscape and irrigation services as part of the playfield renovations of Valencia Park Elementary School, effective May 22, 2019 through August 30, 2019.

RC:RM:ys  
Attachment

## 2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **The Design Works Creative Solutions**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **site preparation for investigation/preliminary design work, review of site plan layouts, determination of hardscape issues, project budgets, schedules, architectural plans, etc. Services would also include the interface with the Division of the State Architect and the Office of Public School Construction and other tasks related to the completion of landscape and irrigation playfield renovation project at Valencia Park Elementary School**, hereinafter referred to as "Services."

2. Term. Contractor shall commence providing Services under this Agreement on, **May 22, 2019, and will diligently perform as required and complete performance August 30, 2019.**

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **twenty-two thousand six hundred forty Dollars (\$22,640.00)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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

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

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by

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

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

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

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

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

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

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or

by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

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

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

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

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

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

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

District:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Robert R. Coghlan, Ph.D.

Contractor:  
The Design Works Creative Solutions  
5185 Bluemound Road  
Rolling Hills Estates, CA 90274  
Attn: Warren Arata, Landscape Architect

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

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

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

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

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

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

This Agreement is entered into this 21<sup>st</sup> day of May 2019.

FULLERTON SCHOOL DISTRICT

The Design Works Creative Solutions  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

On File  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** May 21, 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 AGREEMENT WITH OMB ELECTRICAL ENGINEERS, INC., TO PROVIDE PROFESSIONAL ELECTRICAL ENGINEERING SERVICES AS PART OF THE TRANSPORTATION SATELLITE NEW ADMINISTRATION BUILDING PROJECT BEGINNING MAY 22, 2019 THROUGH COMPLETION OF THE PROJECT

Background: The District plans to install a new modular administrative building for the Fullerton Transportation Department. The building will need to meet ADA compliance laws and requirements set by the Division of the State Architect (DSA). The services of a professional electrical engineer are required to meet these standards.

Rationale: School construction projects are governed by DSA. DSA reviews and approves school construction plans for projects that meet specific criteria. An electrical engineer can assist the architect in obtaining necessary approvals of drawings from DSA and submit engineering drawings and calculations necessary to secure electrical approvals.

District staff recommends entering into an agreement with OMB Electrical Engineers, Inc., for electrical services. OMB Electrical Engineers, Inc., is a full-service firm specializing in assisting school districts during the work process of electrical services as required by the Division of the State Architect (DSA).

Funding: The contract amount not to exceed \$6,000 will be paid from various funds.

Recommendation: Approve agreement with OMB Electrical Engineers, Inc., to provide professional electrical engineering services as part of the Transportation Satellite New Administration Building Project beginning May 22, 2019 through completion of the project.

RC:SS:ys  
Attachment

## 2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **OMB Electrical Engineers, Inc.**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **The project will include the disconnection and removal of (1) existing modular building structure and the addition of a two modular buildings at the space described as District Transportation Administration Building. The project shall include augmented branch circuits for convenience power as coordinated with the owners. Low voltage system services shall be extended from existing site systems located at adjacent building structures. Scope shall include preparation of electrical, telecommunication and fire alarm construction documents, plan check coordination and construction observation services in compliance;** hereinafter referred to as "Services."

2. **Term. Contractor shall commence providing Services under this Agreement on May 22, 2019 and will diligently perform as required and complete performance as determined by Fullerton School District.**

3. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **six thousand Dollars (\$6,000.00)**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**

4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **Any travel expenses, accommodations, meals, etc., will be at the Contractors expense. The District will not reimburse said expenses.**

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

6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **The contractor will provide at their own expense any travel, mileage and meals.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 No later than five (5) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement,

Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

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

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

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

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

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

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

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

of such term or condition.

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

District:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Robert R. Coghlan, Ph.D.,

Contractor:  
OMB, Electrical Engineers, Inc.  
8925 Research Drive  
Irvine, CA 92618  
Attn: Brian Smith, Senior Associate

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

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

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

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

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

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

This Agreement is entered into this 21<sup>st</sup> day of May 2019.

FULLERTON SCHOOL DISTRICT

OMB, Electrical Engineers, Inc.  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

On File  
Taxpayer Identification Number



CONSENT ITEM

**DATE:** May 21, 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 NEEDED CARPET AND REPAIR MATERIALS IN VARIOUS CLASSROOMS LOCATED AT ACACIA ELEMENTARY SCHOOL

Background: On April 17, 2018, the Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-14841, for the purchase of carpet and repair materials for classrooms 6, 7, 8, 14, and 15 located at Acacia 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 \$34,925.56 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of needed carpet and repair materials in various classrooms located at Acacia 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: Acacia Elementary School, 1200 N Acacia Ave., Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 17<sup>th</sup> 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 21<sup>st</sup> day of May 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 4-17-72-0057B, Project No. 1-1-14841 for purchase of needed carpet and repair materials in various classrooms located at Acacia 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:** May 21, 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 AND INSTALLATION OF PLAYGROUND MATERIALS LOCATED AT RICHMAN ELEMENTARY SCHOOL**

Background: On April 17, 2018, the Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, with KYA Services, LLC, Project No. 1-1-16016, for the purchase and installation of repair and safety improvement playground materials. Materials consist of concrete flatwork and curbing for the students attending 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 \$56,341.30 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase and installation of playground materials located at 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 Ave., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 17<sup>th</sup> 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 21<sup>st</sup> day of May 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. 1-1-16016 for purchase and installation of repair and safety improvement playground material consisting of concrete flatwork and curbing for students attending 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:** May 21, 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 CONTRACT AGREEMENT WITH NEXT LEVEL ELEVATOR, INC., FOR THE INSPECTION AND ANY REPAIRS AS NEEDED FOR GENERAL WHEELCHAIR LIFT MAINTENANCE, EFFECTIVE MAY 22, 2019 THROUGH JUNE 30, 2021

Background: The Fullerton School District (FSD) requires the inspection and maintenance of wheelchair lifts located within FSD schools. The services of a fully-licensed maintenance and repair company will ensure FSD meets all ADA Compliance Guidelines.

Rationale: District staff recommends entering into an agreement with Next Level Elevator, Inc., for elevator maintenance and repair services.

Funding: Costs are set at professional rates as detailed in Exhibit A. Costs will be paid from the General Fund.

Recommendation: Approve contract agreement with Next Level Elevator, Inc., for the inspection and any repairs as needed for general wheelchair lift maintenance, effective May 22, 2019 through June 30, 2021.

RC:SS:ys  
Attachment

### EXHIBIT A - LETTER OF AUTHORIZATION

This Letter of Authorization, made and entered into on this 11th day of February 2019, by and between the respective entities listed in Exhibit B acting by and through their agent, **Fullerton School District** hereinafter referred to as "Client"; and NEXT LEVEL ELEVATOR, INC. a California corporation, hereinafter referred to as "NEXT LEVEL ELEVATOR", adds to, modifies or otherwise amends, that certain Agreement between Client and NEXT LEVEL ELEVATOR effective 5/1/19, (the "Agreement") with regard to the following:

**Project Identities:** 1501 W VALENCIA DR, FULLERTON, CA 92833, 1100 W OLIVE AVE, FULLERTON, CA 92833, 700 S RICHMAN AVE, FULLERTON, CA 92832, 1700 E WILSHIRE AVE, FULLERTON, CA 92831, 1460 E ROLLING HILLS, FULLERTON, CA 92835, 780 BEECHWOOD AVE, FULLERTON, CA 92835, 300 LAGUNA ROAD, FULLERTON, CA 92835, 2030 SUNSET LANE, FULLERTON, CA 92833, 455 W BAKER, FULLERTON, CA 92832

TYPE	QUANTITY	MANUFACTURER	LANDINGS
Pacific Drive 143661	1	Wheelovator	
Nicholas 121568	1	Porchlift	
Richman 143662	1	Wheelovator	
Ladera Vista 143800	1	Wheelovator	
Ladera Vista 121567	1	Porchlift	2
Rolling Hills 143677	1	Porchlift	
Beechwood 143664	1	Porchlift	
Laguna Road 143665	1	Porchlift	
Sunset 143676	1	Porchlift	
Woodcrest 143663	1	Wheelovator	

**Scope of Work/Services:** NEXT LEVEL ELEVATOR will perform the following services:

- Lubricate, inspect & clean the equipment as required. Provide consumable materials ranging from cleaning materials, rags, solvents, lubricating oil & grease

**Pro-ratons and/or Exclusions as follows:** The wheelchair lifts will be serviced biannually. Monthly Fire testing required by Code Authority is excluded.

**Services NOT Included are as follows:** This Agreement does not include and NEXT LEVEL ELEVATOR does not cover all parts and other related materials; any labor to install or make repairs; cosmetic, construction, or ancillary components of the elevator system, including without limitation the finishing, repairing or replacing the cab enclosure(s), ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, cab floors, handrails; mirrors; lighting fixtures, ceiling light bulbs and tubes, power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing(s); buried piping; oak or IMTRA steppers, alignment of elevator guide rails, seismic devices, smoke and fire sensors; fire service reports; communication devices including telephones and intercoms, music systems; safety and security systems not installed by NEXT LEVEL ELEVATOR; safety and security tests; batteries for emergency lighting and lowering; air conditioners, heaters, ventilation systems and fans; leaks of hydraulic fluid or otherwise; and all other items set forth and excluded by the terms of this Agreement.

**Obsolescence, Non-modernization and Misuse:**

Client acknowledges and agrees NEXT LEVEL ELEVATOR is not obligated to make any changes or recommendations in the existing design, function or equipment in place at the time this Agreement is first effective as referenced above. Furthermore, the Client acknowledges with the passage of time, equipment technology and designs may change and/or become obsolete. NEXT LEVEL ELEVATOR shall not be obligated to service, upgrade, renovate, enhance or make repairs or replacements to equipment that is obsolete, misused or damaged by Client's or a third party's negligent or intentional act or omission; or any other cause which is beyond NEXT LEVEL ELEVATOR's direct and reasonable control.



**Cost:** The above services shall be provided for a service fee of \$250/month, billed quarterly (\$750/Q). The first two months of service at zero charge.

**First Invoice:** \$250.00  
**Second Invoice:** \$750.00  
**Third Invoice:** \$750.00  
**Fourth Invoice:** \$750.00

**IN WITNESS HEREOF**, the parties have caused this Letter of Authorization to be executed on the date first written above.

BY: *[Signature]*  
ITS: DIRECTOR, FM&O  
DATE: 4/19/19

NEXT LEVEL ELEVATOR, INC.  
a California Corporation  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
DATE: \_\_\_\_\_

Service/Maintenance     Modernizations     Repairs     Reserve Studies     ADA Evaluations

**BILLING RATES FOR 2019****Single Man Billing Rates**

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Straight Time	\$398.00 per hour
Overtime (1.7)	\$677.00 per hour
Double Time	\$756.00 per hour

**Differential Premium on Overtime Hours**

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Overtime (1.7)	\$279.00 per hour
Double Time	\$358.00 per hour

**Team Billing Rates**

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Straight Time	\$740.00 per hour
Double Time	\$1369.00 per hour

**Regular Operating Hours**

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Straight time hours are Monday-Friday 7:00 a.m. to 3:30 p.m.

Calls received after 11:00 a.m. could be on overtime hours.

**Overtime**

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Saturdays and Overtime Weekdays (1.7)

Sundays and all Holidays are Double Time

All Team overtime is Double Time Rate

**Miscellaneous**

---

Additionally Insured - \$5.00 per month per elevator

In addition to the above charges, a fuel surcharge may be added to service calls.



CONSENT ITEM

**DATE:** May 21, 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 AGREEMENT WITH NEXT LEVEL ELEVATOR, INC., FOR THE INSPECTION AND ANY REPAIRS AS NEEDED FOR GENERAL ELEVATOR MAINTENANCE, EFFECTIVE MAY 22, 2019 THROUGH JUNE 30, 2021

Background: The Fullerton School District (FSD) requires general elevator maintenance and inspection services of elevators located within FSD schools. The services of a fully-licensed maintenance and repair company will ensure FSD meets all ADA Compliance Guidelines.

Rationale: District staff recommends entering into an agreement with Next Level Elevator, Inc., for elevator maintenance and repair services.

Funding: Costs are set at professional rates as detailed in Exhibit A. Costs will be paid from the General Fund.

Recommendation: Approve agreement with Next Level Elevator, Inc., for the inspection and any repairs as needed for general elevator maintenance, effective May 22, 2019 through June 30, 2021.

RC:SS:ys  
Attachment

## EXHIBIT A - LETTER OF AUTHORIZATION

This Letter of Authorization, made and entered into on this 11th day of February 2019, by and between the respective entities listed in Exhibit B acting by and through their agent, **Fullerton School District**, hereinafter referred to as "Client"; and NEXT LEVEL ELEVATOR, INC. a California corporation, hereinafter referred to as "NEXT LEVEL ELEVATOR", adds to, modifies or otherwise amends, that certain Agreement between Client and NEXT LEVEL ELEVATOR effective upon full acceptance, (the "Agreement") with regard to the following:

**Project Identities:**                    **244 E Valencia Dr, Fullerton 92832**

TYPE	QUANTITY	MANUFACTURER	LANDINGS/OPENINGS
Hydraulic/#123696 (Lemon) 123678 (Library)	2	VMI Controls	2/2

**Scope of Work/Services:** NEXT LEVEL ELEVATOR will perform the following services:

Examination and adjustment as needed in NEXT LEVEL ELEVATOR's sole professional opinion, includes the following components as long as such components were included with or a part of the equipment at the time the above referenced Agreement was first executed:

**Machine:** including worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.

**Pump Unit:** including pump, V-belts, strainers, silencers, springs and gaskets.

**Motor:** including motor windings, bearings, rotating element, commutators, brushes and brush holders. **COVERAGE OF THE MOTOR IS CONTINGENT ON SOLID STATE STARTER.**

**Drives:** including solid-state components, chokes, filters, relays, etc.

**Jack Unit:** including plunger, guide bearing, packing and packing gland. Repacks covered up to three hours. Additional time is billable.

**Controller:** including relays, resistors, contacts, coils, leads, transformers, fuses, timing devices and solid state components.

**Valves:** including relief valve, pilot, lowering, leveling and checking valves; or any of the parts thereof.

**Dispatching Equipment:** including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, and solid state components.

**Selector:** including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.

**Governor:** including sheave, bearings, shafts, contacts and governor jaws.

**Car:** including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, car guide shoes, and subflooring.

**Hoistway:** including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain of cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs and auxiliary closer.

**Accessory Equipment:** including all accessory elevator equipment installed prior to commencement of this contract unless accepted in the exclusions paragraph.

**Fixtures:** car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches and locks.

**Lamps and sockets** will be replaced during regular examinations only, or will otherwise be subject to separate billing.

**Furnish lubricants:** compounded to specifications and selected to give the best performance.

**Furnish and Maintain:** hydraulic fluid at proper operating level.



**Wire ropes: Excluded from coverage for the first 12 months.** Thereafter, ropes will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes. Replacement as required from notification by code authority only.

**Monthly Fire Service Testing is included in this contract if this box is checked. [X]**

**Monitoring of elevator telephone is included in this contract if this box is checked. [X]**

NEXT LEVEL ELEVATOR will further repair or replace components worn due to normal wear or tear in NEXT LEVEL ELEVATOR's sole professional opinion and subject to the obsolescence, non-modernization and misuse exclusion detailed below.

Our price is contingent upon a thorough review of the elevator components at the above noted facility. Should defects in parts, materials and/or workmanship become evident within the first ninety (90) days of this executed contract, these conditions will be subject to correction on a separate proposal. Any items not corrected are not covered by this agreement.

**Pro-rations and/or Exclusions as follows:**

All repairs of above components are billable if the contract is cancelled within 90 days of the completion of the scope of work

**Services NOT Included are as follows:**

This Agreement does not include and NEXT LEVEL ELEVATOR does not cover cosmetic, construction, or ancillary components of the elevator system, including without limitation the finishing, repairing or replacing the cab enclosure(s), ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, cab floors, handrails; mirrors; lighting fixtures, ceiling light bulbs and tubes, power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing(s); buried piping; oak or IMTRA steppers, alignment of elevator guide rails, seismic devices, smoke and fire sensors; fire service reports; communication devices including telephones and intercoms, music systems; safety and security systems not installed by NEXT LEVEL ELEVATOR; mechanical or across-the-line-starters; Dover I-2 valves; Reg4, safety, and security tests; batteries for emergency lighting, bells, and lowering; air conditioners, heaters, ventilation systems and fans; leaks of hydraulic fluid or otherwise; and all other items set forth and excluded by the terms of this Agreement.

**Obsolescence, Non-modernization and Misuse:**

Client acknowledges and agrees NEXT LEVEL ELEVATOR is not obligated to make any changes or recommendations in the existing design, function or equipment in place at the time this Agreement is first effective as referenced above. Furthermore, the Client acknowledges with the passage of time, equipment technology and designs may change and/or become obsolete. We shall not be required to alter existing equipment, or make replacement of "obsolete" or discontinued parts or parts of changed design, to include all parts in excess of 20 years or more from original installation, NEXT LEVEL ELEVATOR shall not be obligated to service, upgrade, renovate, enhance or make repairs or replacements to equipment that is obsolete, misused or damaged by Client's or a third party's negligent or intentional act or omission; or any other cause which is beyond NEXT LEVEL ELEVATOR's direct and reasonable control.

**Cost: The above services shall be provided on a monthly basis, for a service fee of \$380.00 per month, billed quarterly**

**The first two months of service at zero charge.**

- First Bill: \$380.00**
- Second Bill: \$1,140.00**
- Third Bill: \$1,140.00**
- Forth Bill: \$1,140.00**

IN WITNESS WHEREOF, the parties have caused this Letter of Authorization to be executed on the date first written above.



BY: *[Signature]*  
ITS: DIRECTOR, FM40  
DATE: 4/19/19

NEXT LEVEL ELEVATOR, INC.  
a California Corporation  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
DATE: \_\_\_\_\_

- Service/Maintenance
- Modernizations
- Repairs
- Reserve Studies
- ADA Evaluations



## BILLING RATES FOR 2019

### Single Man Billing Rates

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Straight Time	\$398.00 per hour
Overtime (1.7)	\$677.00 per hour
Double Time	\$756.00 per hour

### Differential Premium on Overtime Hours

---

Overtime (1.7)	\$279.00 per hour
Double Time	\$358.00 per hour

### Team Billing Rates

---

Straight Time	\$740.00 per hour
Double Time	\$1369.00 per hour

### Regular Operating Hours

---

Straight time hours are Monday-Friday 7:00 a.m. to 3:30 p.m.

Calls received after 11:00 a.m. could be on overtime hours.

### Overtime

---

Saturdays and Overtime Weekdays (1.7)

Sundays and all Holidays are Double Time

All Team overtime is Double Time Rate

### Miscellaneous

---

Additionally Insured - \$5.00 per month per elevator

In addition to the above charges, a fuel surcharge may be added to service calls.

CONSENT ITEM

**DATE:** May 21, 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 AGREEMENT WITH THE DESIGN WORKS CREATIVE SOLUTIONS FOR LANDSCAPE AND IRRIGATION SERVICES AS PART OF THE PLAYFIELD RENOVATIONS OF ACACIA ELEMENTARY SCHOOL, EFFECTIVE MAY 22, 2019 THROUGH AUGUST 30, 2019**

Background: The District plans to enter into a project consisting of landscape and irrigation services as part of playfield renovations. The services of a licensed landscape and irrigation specialist are necessary in the preparation of site investigation/preliminary design work, review of site plan layouts, determination of hardscape issues, project budgets, schedules, architectural plans, etc. Services would also include other tasks related to the completion of landscape and irrigation playfield renovation. The contract will run May 22, 2019 through August 30, 2019.

Rationale: District staff recommends entering into an agreement with The Design Works Creative Solutions for these services. The Design Works Creative Solution is a full-service landscape architectural firm.

Funding: The contract amount not to exceed \$9,500 is to be paid from the General Fund.

Recommendation: Approve agreement with The Design Works Creative Solutions for landscape and irrigation services as part of the playfield renovations of Acacia Elementary School, effective May 22, 2019 through August 30, 2019.

RC:RM:ys  
Attachments

## 2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **The Design Works Creative Solutions**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by Contractor.** Contractor shall provide **design work, landscape and irrigation for site work, etc. Services would also include construction documents, services, for the construction phase as part of the playfield renovation project located at Acacia Elementary School,** hereinafter referred to as "Services."

2. **Term.** **Contractor shall commence providing Services under this Agreement on, May 22, 2019, and will diligently perform as required and complete performance, August 30, 2019.**

3. **Compensation.** **District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed nine thousand five hundred dollars (\$9,500.00). District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**

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

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

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

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

7. **Originality of Services/Intellectual Property.** Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by

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

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

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

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

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

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

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this



Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required

insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

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

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

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

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

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

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered

given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Robert R. Coghlan, Ph.D.,

Contractor:  
The Design Works Creative Solutions  
5185 Bluemound Road  
Rolling Hills Estates, CA 90274  
Attn: Warren Arata, Landscape Architect

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

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

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

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

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

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

This Agreement is entered into this 21<sup>st</sup> day of May 2019.

FULLERTON SCHOOL DISTRICT

The Design Works Creative Solutions  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

On File  
Taxpayer Identification Number

# EXHIBIT A

## PROPOSAL



THE DESIGN  
**WORKS**  
'CREATIVE SOLUTIONS'

12/22/17

**Scott Schlabsz, Director of Facilities, Maintenance and Operations**

Fullerton School District  
1401 West Valencia Drive  
Fullerton, California 92833  
Phone: (714) 447-7440  
Fax: (714) 447-7525  
email: scott\_schlabsz@myfsd.org

Re: Landscape and irrigation services for  
**Acacia Elementary School Playfield/ Potential soccer field layout**  
1200 North Acacia Avenue  
Fullerton, CA. 92831

Scott:

Thank you very much for considering The Design Works for the above referenced project. We respectfully submit the following proposal.

**SCOPE OF WORK:**

Area includes only the main campus playfield. Determine with District best size of soccer field that can be fit along with minor grading to accommodate optimum field grading design.

**1. Conceptual/ Preliminary Landscape Design/ Site work.**

- a. Meet with District representatives to review goals:
  - i. It is understood that a graded soccer field is desired within the play area. Existing base shows topographic lines and spot elevations within the field. All drainage structures may not be shown or accurately located, none have top of grate elevations or invert elevations. There are no elevations along turf field edge. Proposed grading can only be conceptual as no accurate base information currently exists.
  - ii. Discuss pros and cons of grading a separate graded field within the overall playfield. To achieve a flatter more evenly graded separate soccer field, the balance of the field will need to make up the grades, essentially making certain areas even steeper than they are now.
  - iii. Review other site improvements that might need to be implemented. Fire access site plan layout and determine if there are any hardscape issues related to landscape/ irrigation design safety and maintenance.
- b. Will District submit plans for approval from DSA?
- c. Review with District possible locations of staging and temporary construction fencing. Review pathways for construction traffic as well. These areas may affect landscape and irrigation outside scope of work area.
- d. Review with District elimination of turf areas that would make maintenance and irrigation more efficient.
- e. Put together conceptual design showing layout of possible soccer field, conceptual grading, and possible future elements affecting field for District review and approval. Upon approval, construction document phase will commence.

## 2. Construction Documents/ Services

All deliverables shall be in PDF form.

Scale of drawings will be at one that shall be able to convey design intent.

### a. Demo/Conceptual Grading Plan:

- i. Show demo of elements to be removed from site.
- ii. Conceptual grading showing alterations in field grading to accommodate new field area or re-grading existing field to provide a smoother overall surface. Existing drainage drop inlets will be retained and any grading will utilize these inlets. Existing general grading concept shall be retained. Grading suggested/ specified shall not be such that retaining walls will be required.

### b. Irrigation Plans:

- i. Complete irrigation plans for the scope of work area. Irrigation plan will, as best as possible, address possible new field layout and provide a semi-separate design for graded field so it can be managed separately from the balance of the field. The degree to which this may be accomplished may vary, depending upon the final location/ layout/ size of the soccer field.
- ii. Existing controller shall be retained and used. Upgrade as required to accommodate additional valves.
- iii. If there are any future site plan elements that may be installed in the future, the irrigation plan shall reflect possible future work. Irrigation layout shall be designed for minimal damage to proposed system due to proposed future construction.
- iv. Utilize existing 4' line entering field for point of connection.
- v. Details, notes, key legend notes describing work and calculations provided.
- vi. Specifications.
- vii. Provide notes regarding required inspections by District and or Landscape Architect.

### c. Planting plans:

- i. Planting plans showing specified turf/ trees that are to be installed, (replacing in kind all plant material that has been damaged or destroyed due to demolition/ construction. Provide notes regarding of installation headers, etc.
- ii. Details showing planting/ header installation if specified
- iii. Delineate separate graded field turf species if applicable.
- iv. Notes and key legend describing work.
- v. Specifications.

## 3. Construction Phase/ Administration

- a. Review pertinent RFI's during bidding and respond and provide addendums language to District for inclusion into District addendum.
- b. Review materials submittal from contractor and provide comment.
- c. Review and respond to project RFI's as required.
- d. Review of change orders at District request.
- e. Suggest that accurate as-built plan be done, showing laterals as well as mainline. This will greatly facilitate the installation of future elements.
- f. Possible submittal of DSA form 1-L.
- g. Inspections: NIC

## 4. Payment

In consideration for the above services, The Design Works shall be paid a lump sum fee of nine thousand five hundred dollars, \$9,500.00 USD.

Terms: Monthly invoices shall be forwarded as work progresses. Payments to be delivered to The Design Works within (30) thirty days of receipt of invoice.

Final invoice delivered with final construction documents.

## 5. Not Included in Scope of Work

- a. Any work outside of landscape planting and irrigation. No work to be performed related to Civil, Mechanical or Electrical Engineering work.
- b. Revisions to drawings subsequent to final submittal for bid set. Any revisions subsequent to this will be billed at a rate as described below as 'Extra'.
- c. Any plan check fees from DSA, City or any other agency

**6. Extras/ Additional Services**

- a. Additional authorized site visits/ observations to be billed at the hourly rates shown below.
- b. Any changes to plans requested by School District after completion and submittal of final bid set. This work may be billed on a time and materials basis or as a separate proposal from The Design Works. Either method of payment may be requested by Client.

All services requested not outlined in the above proposal shall be billed at a rate of \$125.00 per hour USD. All time shall be billed portal to portal. All materials used shall be reimbursed to The Design Works at the cost billed to The Design Works. All expense receipts and time logs shall be provided to the Client upon request.

If the terms outlined above are acceptable, please sign and date below and return to The Design Works.

Licensed Landscape Architects are regulated by the California Board of Landscape Architects. Any questions concerning a Landscape Architect may be referred to the Board at:

**Board of Landscape Architects**

400 R Street, Suite 4020  
Sacramento, Calif. 95814  
(916) 335-4954

Regards,  
The Design Works  
5185 Bluemound Road  
Rolling Hills, California 90274  
(310) 375-0828  
(626) 202-8747 cell  
deswks@cox.net

\_\_\_\_\_  
Warren Arata, Landscape Architect      Date  
Ca. lic. # 3420  
CCN # 1865

\_\_\_\_\_  
Authorized signature      Date 12/20/18

CONSENT ITEM

**DATE:** May 21, 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 AGREEMENT WITH JOHN R. BYERLY INCORPORATED TO PROVIDE PROFESSIONAL GEOTECHNICAL ENGINEERING/TESTING, MATERIALS LABORATORY TESTING, AND SPECIAL INSPECTIONS AS PART OF THE ROBERT C. FISLER SCHOOL IMPROVEMENTS PROJECT, EFFECTIVE MAY 22, 2019 THROUGH AUGUST 30, 2019

Background: The District plans to install a new modular classroom building at Robert C. Fisler School as part of the school improvements project. The building will need to meet ADA compliance laws and requirements set by the Division of the State Architect (DSA). The services of a professional geotechnical engineering/testing materials laboratory are necessary to meet these standards.

Rationale: School construction projects are governed by the DSA. The DSA reviews and approves school construction plans for projects that meet specific criteria. The geotechnical engineering/testing firm will provide the District with the materials lab testing necessary for approvals from DSA.

District staff recommends entering into an agreement with John R. Byerly Incorporated for geotechnical engineering/testing materials laboratory testing and special inspections. John R. Byerly Incorporated is a full-service firm specializing in assisting school districts during the work process with materials testing services as required by the Division of the State Architect (DSA).

Funding: Costs are set at professional hourly rates as detailed in Exhibit A and will be paid from Fund 25 (Capital Facilities Fund) and District 48 (Amerige Heights).

Recommendation: Approve agreement with John R. Byerly Incorporated to provide professional geotechnical engineering/testing, materials laboratory testing, and special inspections as part of the Robert C. Fisler School Improvements Project, effective May 22, 2019 through August 30, 2019.

RC:SS:ys  
Attachments

## 2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **John R. Byerly Incorporated**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of the Robert C. Fislser – School Improvements Project, FSD-18-19-DF-01**, hereinafter referred to as "Services."

2. Term. **Contractor shall commence providing Services under this Agreement on, May 22, 2019, and will diligently perform as required and complete performance August 30 2019.**

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement **total fees as described in Exhibit A, Professional Rates (\$ See Exhibit A).** District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**

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

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

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

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

8. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by



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

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

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

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

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

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

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this

Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required

insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors' employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

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

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

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

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

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

20. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered

given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Robert R. Coghlan, Ph.D.,

Contractor:  
John R. Byerly, Incorporated  
2257 South Lilac Ave.  
Bloomington, CA 92316-2907  
Attn: John R. Byerly, Owner/President

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

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

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

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

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

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

This Agreement is entered into this 21<sup>st</sup> day of May 2019.

FULLERTON SCHOOL DISTRICT

John R. Byerly, Incorporated  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title  
On File  
Taxpayer Identification Number



**John R. Byerly**  
I N C O R P O R A T E D

April 29, 2019

Fullerton School District  
1401 West Valencia Drive  
Fullerton, California 92833

File No.: C-1012  
I.D. No.: 041935

Attention: Scott Schlabsz, Director of Facilities, Maintenance and Operations

Project: Robert C. Fislser Elementary School, New Modular Classroom Building, 1350 Starbuck Street, Fullerton, California; DSA File No. 30-12, DSA Application No. 04-117827

Subject: Proposal for Geotechnical Engineering, Special Inspections, and Laboratory Testing Services

References: (a) Project Plans, Architecture 9, DSA Approved, July 18, 2018  
(b) DSA – 103, List of Required Structural Tests and Special Inspections, DSA Approved, January 31, 2019  
(c) Geotechnical Evaluation, Ninyo & Moore, October 31, 2018, Project No. 210828001

Ladies and Gentlemen:

We are pleased to present this proposal for geotechnical engineering/testing, materials laboratory testing, and special inspection services that will be needed during construction of the new modular classroom building and associated improvements at Robert C. Fislser Elementary School. We understand that the District will contract directly with an in-plant inspector for the modular building. We also understand a construction schedule is currently unavailable at this time, however, based on our review of the referenced documents and our experience with similar projects; the following tests/inspections will likely be required for this project.

Our fees are predicated on time consumption computed at the unit rates listed on the enclosed Schedule of Fees. The following table lists our estimated scope of services and fees

**FEE SUMMARY:**

<b>Service</b>	<b>Estimated Hours/Tests</b>	<b>Hourly/Unit Rate</b>	<b>Estimated Fee</b>
Grading Inspection compaction testing	40 hours	95.00*	3,800.00
Foundation soil inspection	8 hours	95.00*	760.00
Compaction tests, subgrade	8 hours	95.00*	760.00
Compaction tests, utility trench backfill	20 hours	95.00*	1,900.00
Laboratory test, maximum density, (soil)	2 tests	160.00	320.00
Laboratory test, grain size analysis, (soil)	2 tests	120.00	240.00
Laboratory test, sulfate and corrosion (soil)	1 test	125.00	125.00
Laboratory test, expansion index (soil)	1 test	150.00	150.00
Compaction tests, aggregate base	8 hours	95.00*	760.00
Laboratory test, maximum density, (base)	1 test	180.00	180.00
Laboratory test, grain size analysis, (base)	1 test	120.00	120.00
Tag, identify, and sample reinforcing steel	8 hours	75.00	600.00
Laboratory test, reinforcing steel tensile and bend tests	3 sets	88.00	264.00
Concrete mix design review	2 mixes	120.00	240.00
Concrete batch plant inspection (assumes 2 pours)	16 hours	95.00*	1,520.00
ACI technician, fabrication of concrete test cylinders, including slump/temperature testing	16 hours	95.00*	1,520.00
Pick up/deliver concrete/mortar/grout samples	20 hours	75.00	1,500.00
Compression testing of concrete test cylinders	3 sets	114.00	342.00
Masonry veneer inspection (periodic)	20 hours	95.00*	1,900.00
Compression testing of mortar/grout samples	6 sets	112.00	672.00
Veneer bond tests	8 hours	95.00*	760.00
Special inspection, post-installed anchors	8 hours	95.00*	760.00
Pull tests/torque tests of post-installed anchors	8 hours	95.00*	760.00
Shop, ultrasonic/magnetic particle tests of welds	16 hours	105.00	1,680.00
Special inspection, field welding	10 hours	95.00*	950.00
Staff engineer, (supervision/report preparation)	12 hours	120.00	1,440.00
Principal engineer, (report review/signature)	8 hours	190.00	1,520.00
<b>Total:</b>			<b>\$25,543.00</b>

\* indicates prevailing wage





**John R. Byerly**  
I N C O R P O R A T E D

**SCHEDULE OF FEES**

**AUGUST 1, 2018**

**PREVAILING WAGE**





# **John R. Byerly**

I N C O R P O R A T E D

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**SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES**

(Prevailing Wage Rate – where applies)  
August 1, 2018

**PROFESSIONAL PERSONNEL**

Principal Engineer .....	Per Hr. ....	\$ 190.00
Project Engineer .....	Per Hr. ....	150.00
Staff Engineer.....	Per Hr. ....	120.00
Expert Witness Preparation .....	Per Hr. ....	190.00
Expert Witness Testimony (at trial or deposition).....	Per Hr. ....	300.00

**FIELD PERSONNEL**

Field Technician (including density testing).....	Per Hr. ....	95.00
Supervising Field Technician.....	Per Hr. ....	115.00
Staff Engineer.....	Per Hr. ....	120.00
Field Exploration Equipment.....	Local Prevailing Rate + 20%	
Subsistence .....	Quotation	

**GEOTECHNICAL LABORATORY TESTING**

Laboratory Technician .....	Per Hr. ....	\$ 75.00
Supervising Laboratory Technician .....	Per Hr. ....	90.00
Atterberg Limits		
Liquid Limit .....	Each .....	80.00
Plastic Limit .....	Each .....	90.00
Shrinkage Limit.....	Each .....	100.00
Plasticity Index.....	Each .....	170.00
California Bearing Ratio - CBR		
(at specified moisture content - does not include optimum		
moisture content and maximum dry density determination).....		
	Each .....	450.00

**Geotechnical Laboratory Testing (continued)**

Consolidation Testing (without time rate) .....	Each .....	\$ 200.00
Add one time rate .....	Each .....	90.00
Corrosion Tests		
pH .....	Each .....	25.00
Minimum Resistivity .....	Each .....	30.00
Sulfate .....	Each .....	25.00
Chloride .....	Each .....	25.00
Redox Potential .....	Each .....	25.00
Sulfide .....	Each .....	25.00
Corrosion Series .....	Each .....	125.00
Direct Shear Tests (3-point) .....	Each .....	225.00
Direct Shear Tests - Residual (per point) .....	Point .....	140.00
Expansion Index .....	Each .....	150.00
Expansion Study (3 points remolded) (maximum density not included) .....	Each .....	340.00
Grain Size Analysis (Gradation)		
Sieve Analysis (including wash passing No. 200 sieve) .....	Each .....	120.00
Sieve Analysis Plus Hydrometer .....	Each .....	250.00
% Passing No. 200 Sieve .....	Each .....	50.00
Optimum Moisture and Maximum Dry Density		
Lab Max – (4-inch mold) .....	Each .....	160.00
Lab Max – (6-inch mold) .....	Each .....	180.00
Lab Max – California 216 Method .....	Each .....	180.00
Organic Content .....	Each .....	55.00
Moisture Content .....	Each .....	30.00
Moisture/Density Determination – Tube Sample .....	Each .....	45.00
"R" Value		
Untreated Material .....	Each .....	275.00
Lime or Cement Treated Material .....	Each .....	300.00
Sand Equivalent (average of 4) .....	Each .....	105.00

**SPECIAL INSPECTION SERVICES**

**INSPECTION FEES**

Aggregate, Plant Sampling .....	Hour .....	\$ 95.00
Asphalt, Paving .....	Hour .....	95.00
Asphalt, Batch Plant .....	Hour .....	95.00
Commercial Building Inspection (Wood Framing, ICC) .....	Hour .....	95.00
Concrete, Batch Plant.....	Hour .....	95.00
Concrete, Placing .....	Hour .....	95.00
Concrete, Placing Pre-Stress .....	Hour .....	95.00
Concrete, Pre and Post-Tensioning .....	Hour .....	95.00
Drilled Piers or Piles .....	Hour .....	95.00
Driven Piles .....	Hour .....	95.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC) .....	Hour .....	95.00
Fireproofing Inspection .....	Hour .....	95.00
Ground Rod .....	Hour .....	110.00
Gunite, Placing .....	Hour .....	95.00
Hi-Tensile Bolting .....	Hour .....	95.00
Magnetic Particle Testing .....	Hour .....	120.00
Masonry Placing Inspection.....	Hour .....	95.00
Pachometer Meter Reinforcing Steel Locator .....	Hour .....	115.00
Pull Tests of Anchor Bolts/Dowels .....	Hour .....	95.00
Reinforcing Steel, Placing .....	Hour .....	95.00
Schmidt Concrete Hammer.....	Hour .....	100.00
Shop Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC).....	Hour .....	95.00
Skidmore Testing .....	Hour .....	150.00
Special Inspector .....	Hour .....	95.00
Torque Testing of High Strength Bolts .....	Hour .....	95.00
Ultrasonic Testing.....	Hour .....	120.00
Witness Installation of High Strength Bolts .....	Hour .....	95.00

**MATERIALS TESTING SERVICES**

**AGGREGATE TEST**

Absorption .....	Each .....	\$ 40.00
Clay Lumps and Friable Particles.....	Each .....	75.00
Cleanness Value (Fine or Coarse) .....	Each .....	125.00
Decantation (No. 200) .....	Each .....	35.00
Deleterious Substances Determination .....	Each .....	115.00
Durability Test (Fine or Coarse) * .....	Each .....	165.00
Fineness Modulus (Including Sieve Analysis) .....	Each .....	130.00
Flat and Elongated Pieces (Per Size Fraction).....	Each .....	105.00
Fractured Faces (Per Size Fraction) .....	Each .....	105.00
Light Weight Particles.....	Each .....	135.00

**Aggregate Test (continued)**

Los Angeles Rattler .....	Each .....	\$ 230.00
Moisture .....	Each .....	30.00
Organic Impurities .....	Each .....	55.00
Percent Clay in Sands by Hydrometer .....	Each .....	180.00
Percent Passing No. 200 Sieve .....	Each .....	50.00
Percent Shale .....	Each .....	95.00
Permeability of Granular Soil (ASTM D 2434) .....	Each .....	225.00
Potential Reactivity (Chemical Method) .....	Each .....	Quotation
Sand Equivalent .....	Each .....	105.00
Sieve Analysis (Fine or Coarse - Processed) .....	Each .....	75.00
Sieve Analysis (Pit Run) .....	Each .....	120.00
Soft Particles .....	Each .....	95.00
Soundness of Sodium Sulfate (Fine or Coarse) .....	Each .....	325.00
Specific Gravity (Fine or Coarse) .....	Each .....	75.00
Voids .....	Each .....	65.00
Weight Per Cubic Foot .....	Each .....	75.00
Deposit Evaluation .....	Each .....	Quotation

\* Lightweight aggregate also requires Specific Gravity and Absorption Testing

**ASPHALT PAVING MATERIALS**

Coring with Diamond Bit (Includes Bit Charge) .....	Hour .....	150.00
(Contractor to provide access)		
Density of Cores .....	Each .....	45.00
Film Stripping .....	Each .....	80.00
Los Angeles Rattler .....	Each .....	230.00
Laboratory Standard Density (Marshall) .....	Each .....	165.00
Laboratory Standard Density (Hveem) .....	Each .....	165.00
Moisture Vapor Susceptibility .....		Quotation
Mix Design .....	Each .....	135.00
Mix Design Studies (Marshall or Hveem) .....	Each .....	450.00
Pavement Evaluation .....		Quotation
Plant Sample - % Asphalt, Ignition Oven .....	Each .....	135.00
Plant Sample - % Asphalt and Gradation, Ignition Oven .....	Each .....	230.00
Ignition Oven Aggregate Correction .....	Each .....	180.00
Soundness Test (Sodium Sulfate) (Fine or Coarse) .....	Each .....	325.00
Stability Test - "S" Value (Hveem Method) .....	Each .....	235.00
Stability Test (Marshall Method - Set of 3) .....	Each .....	235.00
Theoretical Maximum Specific Gravity (Rice) .....	Each .....	105.00
Thickness of Pavement .....	Each .....	15.00

**CONCRETE**

Absorption – Concrete Pipe or Tile (ASTM C497) .....	Each .....	\$ 30.00
Coring (Includes Bit Charge) .....	Hour .....	150.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour .....	80.00
Field Technician .....	Hour .....	95.00
Molding Cylinders and Beams .....	Hour .....	95.00
Pachometer Reinforcing Steel Locator.....	Hour .....	115.00
Pick up Cylinders .....	Hour .....	75.00
Pre-Stress and Post-Tensioning Inspection .....	Hour .....	95.00
Schmidt (Rebound) Hammer .....	Hour .....	100.00
Compression Test – 6"x12" Cylinders .....	Each .....	25.00
Hold Cylinders (Not Tested) .....	Each .....	14.00
Cylinder Molds – 6"x12" with Lids.....	Each .....	5.00*
Compression Test – Concrete or Shotcrete Cores		
8" Maximum Diameter .....	Each .....	25.00
Compression Test – Shotcrete - 6"x12" Cylinders .....	Each .....	40.00
Compression Test – Gypsum Cylinders .....	Each .....	25.00
Coring Shotcrete Test Panels .....	Each .....	15.00
Gypsum Cylinders – Dried to Constant Weight.....	Each .....	22.00
Mix Designs		
First Design (Exclusive of Aggregate Tests).....	Each .....	120.00
Additional Design (Same Report).....	Each .....	90.00
Review of Mix Design .....	Each .....	120.00
Modulus of Elasticity – 6"x12" Cylinders.....	Each .....	125.00
Modulus of Rupture (Flexure) – 6"x6" Beams .....	Each .....	80.00
Moisture Vapor Kit .....	Each .....	25.00
Saw-Cutting Samples for Testing (If Required).....	Each .....	10.00
Shrinkage Test (Set of 3) .....	Each .....	450.00
Slump Cone (Refundable upon Return of Cone) .....	Deposit .....	50.00
Splitting Tensile Test .....	Each .....	50.00
Trial Batch in Laboratory		
(Including Air Content, Unit Weight Water Demand,		
Slump and Strength Determinations		
(1 at 7 days and 2 at 28 days) .....	Each .....	450.00
Unit Weight of Cylinders.....	Each .....	25.00

\* No charge if cylinder returned to us for testing

**FIREPROOFING TESTS**

Compression .....	Each .....	\$ 45.00
Cohesion/Adhesion .....	Each .....	45.00
Density.....	Each .....	40.00
Dry Film Fireproofing Testing .....	Hour .....	140.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

Coring (Includes Bit Charge).....	Hour .....	\$ 150.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour .....	80.00
In-Place Shear Testing .....	Hour .....	95.00
Molding Grout and Mortar.....	Hour .....	95.00
Sample Masonry Units .....	Hour .....	70.00
CMU, Compression .....	Each .....	45.00
CMU, 24-Hour Absorption .....	Each .....	40.00
CMU, Moisture Content.....	Each .....	40.00
CMU, Density (Unit Weight) .....	Each .....	30.00
CMU, Lineal Shrinkage (Rapid Method).....	Each .....	90.00
CMU, Dimensions .....	Each .....	20.00
CMU, C140 Complete Testing .....	Each .....	650.00
Brick, Compression .....	Each .....	35.00
Brick, 24-Hour Absorption .....	Each .....	40.00
Brick, 5-Hour Absorption .....	Each .....	40.00
Brick, Modulus of Rupture .....	Each .....	35.00
Grouted Masonry Prism Compression .....	Each .....	175.00
Hydraulic Conductivity (Permeability) (ASTM D 5084) .....	Each .....	350.00
Mortar and Grout Specimens, Compression .....	Each .....	28.00
Masonry Cores, Compression 8" Maximum Diameter .....	Each .....	47.00
Masonry Cores, Shear 8" Maximum Diameter .....	Each .....	67.00
Tensile Test – CMA Method.....	Each .....	160.00
Saw-Cutting Samples for Testing (If Required).....	Each .....	10.00
Unit Weight of Units.....	Each .....	25.00
Mortar Cement Permeable Voids (ASTM C642).....	Each .....	75.00

REINFORCING AND STRUCTURAL STEEL

Bolt – Hardness Only.....	Each .....	\$ 40.00
Bolt – Wedge Tensile (Up to 100,000 lbf) .....	Each .....	100.00
Magnetic Particle Testing .....	Hour .....	120.00
Nut – Hardness (Proof Load Under 100,000 lbf).....	Each .....	45.00
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf).....	Each .....	55.00

**Reinforcing and Structural Steel (continued)**

Tension and Elongation (Reinforcing Steel)		
No. 11 or Smaller .....	Each .....	50.00
No. 14 .....	Each .....	120.00
No. 18 (Proof Test).....	Each .....	120.00
Ultrasonic Testing.....	Hour .....	\$ 120.00
Washer - Hardness .....	Each .....	35.00
Welder's Qualification Test – AWS and ASME Procedures .....		Quotation
Bend Test (Reinforcing Steel) .....	Each .....	38.00
Welded Wire Mesh Bend Test .....	Each .....	35.00
Welded Wire Mesh Shear Test .....	Each .....	40.00
Tension (Structural Steel).....	Each .....	46.00
Bend Test (Structural Steel).....	Each .....	46.00
Torque Testing of High Strength Bolts .....	Hour .....	95.00
Tag, Identify, and Sample Rebar or Structural Steel.....	Hour .....	75.00
Machining Coupons for Test (Tensile or Bend).....		Quotation

**ROOF TILE**

Sample Roof Tile.....	Hour .....	\$ 75.00
Strength.....	Each .....	50.00
Absorption .....	Each .....	50.00
Permeability.....	Each .....	70.00

**TESTING MACHINE - 400,000 LB. UNIVERSAL**

Machine with Operator .....	Hour .....	\$ 275.00
Additional Technician .....	Hour .....	68.00

**MISCELLANEOUS**

Expert Witness Testimony .....	Hour .....	\$ 300.00
Expert Witness Preparation .....	Hour .....	190.00
Modular Construction, Inspection and Certification.....	Hour .....	95.00
Roof Tests and Inspection.....	Hour .....	95.00
Structural Failure Investigation .....		Quotation
Verification of Fabricator's Quality Control Capabilities.....		Quotation
Welder Qualification Test .....		Quotation
Glue Laminated Structural Lumber .....	Local Prevailing Rate + 20%	

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY  
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**



**CONDITIONS AND WORKING HOURS**

<b><u>Minimum Charges</u></b>	There will be no minimum charges for inspection services. Other than late cancellation fees, client will be charged only for time spent on-site plus applicable travel time
<b><u>Travel Time</u></b>	Travel time will be charged from Bloomington to site of work and return.
<b><u>Regular Time</u></b>	First 8 hours, Monday through Friday.
<b><u>Time and One-Half</u></b>	First 12 hours on Saturday Monday through Friday after first 8 hours through 12 hours of shift.
<b><u>Double Time</u></b>	All day Sunday and after first 12 hours Monday through Saturday. Holidays: New Year's, Memorial, Independence, Labor, Veterans, Thanksgiving, Day after Thanksgiving, Christmas Day.
<b><u>Parking</u></b>	When not furnished for Inspector, parking will be charged as paid by the Inspector.
<b><u>Agency Approval of Special Inspectors</u></b>	Agency (e.g. Building and Safety Department) fees for approval or registration of special inspectors for a specific job will be charged to the client with no mark-up. Inspector's time to submit qualifications for agency approval will be charged at straight time rate.
<b><u>Subsistence</u></b>	On remote jobs, subsistence, when not furnished for Inspector, will be charged by Quotation.
<b><u>Completion</u></b>	Inspector will remain on job until discharged by competent authority.
<b><u>Cancellation</u></b>	No charge if made before 4:00 p.m. of the preceding day. If cancellation is received after 4:00 p.m. of the previous day, a late cancellation fee equivalent to 2 hours of requested inspection service may be charged.
<b><u>Terms of Payment</u></b>	Fees charged are for professional and technical services and are due on presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1-1/2% per month will be added to the unpaid balance (APR 18%). Any invoice under \$100.00 will be C.O.D.  All invoice errors or necessary corrections shall be brought to the attention of the company within fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoices are correct and valid. John R. Byerly, Inc. reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against John R. Byerly, Inc., its subsidiaries, affiliates, servants and agents, for termination of work on account of these terms.

CONSENT ITEM

**DATE:** May 21, 2019

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

**FROM:** Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

**SUBJECT:** **APPROVE SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND POWERSCHOOL GROUP, LLC, FOR POWERSCHOOL STUDENT INFORMATION SYSTEM AND POWERSCHOOL LEARNING MANAGEMENT SYSTEM FOR 2019/2020 SCHOOL YEAR**

Background: For the past 14 years Fullerton School District (FSD) has used PowerSchool for the student information system (SIS). The District pays support service and software upgrades for PowerSchool annually. The services agreement is ongoing with a yearly option to renew.

Teachers within FSD are using PowerSchool Learning to provide instruction, student discussion forums, differentiated instruction and student-created content, homework, practice exams, student blogs, and more.

Rationale: For continuity of support and student data, FSD should continue to maintain the services and support agreement with PowerSchool Group, LLC, to support the PowerSchool SIS. PowerSchool Learning will provide FSD with the services to provide online learning environments and teacher web pages for the District.

Funding: Total cost is not to exceed \$152,732.80 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System and PowerSchool Learning Management System for 2019/2020 school year.

JD:kv  
Attachment

Prepared By: Emiliano Lara  
 Customer Name: Fullerton School District  
 Enrollment: 13,355  
 Contract Term: 12 Months  
 Start Date: 7/1/2019  
 End Date: 6/30/2020

 Customer Contact:  
 Title:  
 Address: 1051 W. Bastanchury Road  
 City: Fullerton  
 State/Province: California  
 Zip Code: 92833  
 Phone #:

Product Description	Quantity	Unit	Unit Price	Extended Price
<b>License and Subscription Fees</b>				
PowerSchool Learning	15,000.00	Students	USD 5.41	USD 81,150.00
PowerSchool SIS Maintenance & Support	13,355.00	Students	USD 5.36	USD 71,582.80

 License and Subscription Totals: **USD 152,732.80**

<b>Year One Total</b>	<b>USD 152,732.80</b>
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On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.**

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at <https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/>

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Fullerton School District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Gregg Clevenger

 Printed Name: **Robert Pletka, Ed.D.**

Title: Chief Financial Officer

Date: 4-7-2019

Title: **Superintendent** \_\_\_\_\_

Date: **May 21, 2019** \_\_\_\_\_

CONSENT ITEM

**DATE:** May 21, 2019

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

**FROM:** Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

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

**SUBJECT:** APPROVE AMENDMENT OF ONE YEAR CONTRACT WITH SPECTRUM TO PROVIDE A SESSION INITIATION PROTOCOL (SIP) TRUNK OVER EXISTING FIBER OPTIC CIRCUIT TO THE FULLERTON SCHOOL DISTRICT OFFICE FOR SUPPORT OF INTERNET PROTOCOL (IP) PHONE SYSTEM

Background: Fullerton School District (FSD) contracts with AT&T for phone services to the District Office and all school sites. These services are provided over analogue phone lines that were installed when the schools were built and are becoming more expensive to maintain.

Rationale: District Office needs to modernize its 20 year old phone system for a more reliability. Also, moving to a VoIP System will reduce our monthly operating costs.

Funding: The estimated annual cost would be \$15,802 and would be paid from the Unrestricted General Fund.

Recommendation: Approve amendment of one year contract with Spectrum to provide a Session Initiation Protocol (SIP) trunk over existing fiber optic circuit to the Fullerton School District Office for support of Internet Protocol (IP) phone system.

JD:SR:kv

CONSENT ITEM

**DATE:** May 21, 2019

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

**FROM:** Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

**SUBJECT:** APPROVE/RATIFY CONTRACT FOR FILEMAKER, INC., EFFECTIVE APRIL 20, 2019 WITH AUTOMATIC ANNUAL RENEWALS FOR THREE YEARS

Background: Filemaker is an innovative development platform used for data integration, application development, automation, data analysis, and data warehouse.

Rationale: Will house multiple applications including DataCenter, Asset Management System, Data Dashboard, IIS Ticketing System, and other future applications. It runs our data integration structure, supporting 10+ systems. Can be used as an automated notifications system. This software will further increase our software development environment, create advanced applications for various FSD departments all while cutting cost and development time.

Funding: Cost not to exceed \$16,920 for three years and is to be paid from the Innovation and Instructional Support budget (#409).

Recommendation: Approve/Ratify contract for Filemaker, Inc., effective April 20, 2019 with automatic annual renewals for three years.

JD:kv  
Attachment



# Annual Licensing Renewal Order Form

Renew or de-install before the expiration date

4/5/2019

Richard Beltran  
FULLERTON SCHOOL DISTRICT  
1401 W Valencia Drive  
Fullerton, CA 92833

Contract Number: 41286400  
Expiration Date: 04/20/2019

## RENEW FOR MULTIPLE YEARS AND SAVE

Your FileMaker Annual Volume License Agreement is due for renewal shortly and must be renewed for continued use. Renewing for 2 or 3 years will save you money and lock in a discounted price in the event of any price increases. If you need to increase your number of licenses or if you have stopped using the software, please contact your FileMaker Representative. If there are no changes to your licensing requirements, please proceed with one of the renewal options below:

**3 Year - 20% additional savings on the 3<sup>rd</sup> year**

Product	QTY	Per Lic	Amount
FM171223LL FileMaker Renewal Annual Concurrencies 3yr Non-Profit Education Tier 3	30	\$564.00	\$16,920.00
Total excluding Tax			\$16,920.00
Tax (if applicable)			\$0.00
<b>Total including Tax</b>			<b>\$16,920.00</b>

**2 Year - 10% additional savings on the 2<sup>nd</sup> year**

Product	QTY	Per Lic	Amount
FM171215LL FileMaker Renewal Annual Concurrencies 2yr Non-Profit Education Tier 3	30	\$397.00	\$11,910.00
Total excluding Tax			\$11,910.00
Tax (if applicable)			\$0.00
<b>Total including Tax</b>			<b>\$11,910.00</b>

**1 Year**

Product	QTY	Per Lic	Amount
FM171207LL FileMaker Renewal Annual Concurrencies 1yr Non-Profit Education Tier 3	30	\$209.00	\$6,270.00
Total excluding Tax			\$6,270.00
Tax (if applicable)			\$0.00
<b>Total including Tax</b>			<b>\$6,270.00</b>

### ORDERING:

- Confirm that the licensee details at the top of this page are correct. If there are any changes, please note them on this form for return to your FileMaker Representative.
- To complete your order you have the following options: 1) You may sign this form promising payment will be made within 30 days, 2) Send a Purchase Order, or 3) Call and pay by credit card.

**Pay on Invoice:** Please sign below and return form to 866-335-3453  
**Purchase Orders:** Please email to [fmi\\_sales@filemaker.com](mailto:fmi_sales@filemaker.com)  
**Credit Card:** Please call 800-725-2747 Opt. 3

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date \_\_\_\_\_  PO# \_\_\_\_\_ (if applicable)

Your submission of this signed form constitutes a binding order that FileMaker, Inc. will process and invoice upon immediately. All payments will be due with Net 30 day terms from the date of invoice. The order amount and number of years will be based on your selection noted above. The pricing on this renewal notice is valid for 30 days from the date of this form and all prices are listed in country specific currency. FileMaker, Inc. does not accept returns for Maintenance or Annual Subscription orders. If an error was made in processing your order, you must contact FileMaker, Inc. within 30 days to resolve the issue.

CONSENT ITEM

**DATE:** May 21, 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:** AWARD CONTRACT FSD-18-19-GF-04 FOR VALENCIA PARK ELEMENTARY PLAYFIELD IMPROVEMENTS TO \_\_\_\_\_

Background: The Fullerton School District advertised for bids for Valencia Park Elementary Playfield Improvements Project No. FSD-18-19-GF-04. Three contractors attended a mandatory job walk on May 9, 2019, and \_\_\_\_\_ contractors submitted bids on May 17, 2019.

The current irrigation system is too far deteriorated and is failing frequently. Therefore, a need for a replacement system at Valencia Park Elementary School is necessary. The renovations will include a complete new irrigation system, re-grade and the leveling of exiting playfield, some asphalt-concrete paving, and other various site improvements.

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

Rationale: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation. \_\_\_\_\_ contractors submitted bids on May 17, 2019.

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

Recommendation: Award contract FSD-18-19-GF-04 for Valencia Park Elementary Playfield improvements to \_\_\_\_\_.

RC:SS:ys



CONSENT ITEM

**DATE:** May 21, 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 2018/2019 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ABRAMSON AUDIOLOGY, M.S. CCC-SLP, FOR AUDIOLOGICAL SERVICES EFFECTIVE MAY 22, 2019 THROUGH JUNE 30, 2019**

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

Rationale: Independent contractor services are utilized when the District does not have the ability to provide staffing in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services for children.

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

Recommendation: Approve 2018/2019 Independent Contractor Agreement between Fullerton School District and Abramson Audiology, M.S. CCC-SLP, for audiological services effective May 22, 2019 through June 30, 2019.

EF:RG:vm  
Attachment

## 2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **ABRAMSON AUDIOLOGY, M.S. CCC-SLP**, hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide Audiological Services, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **May 22, 2019** and will diligently perform as required and complete performance by **June 30, 2019**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Five Thousand dollars (\$5,000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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

<b>Audiological Evaluation</b>	<b>\$135/hour</b>
<b>Real Ear Measurement</b>	<b>\$185/each</b>
<b>Electroacoustic Analysis</b>	<b>\$75/each</b>
<b>CAPD – Central Auditory Processing Evaluation</b>	<b>\$775/each</b>
<b>Records Review, History, Report Writing</b>	<b>\$485/3.4 hours</b>
<b>Legal Consultation</b>	<b>\$185/each</b>
<b>Regular Consultation</b>	<b>\$85/hour</b>
<b>ARIA – Auditory Rehab for Interaural Asymmetry</b>	<b>\$320/session</b>
<b>Complete ARIA Treatment</b>	<b>\$1,920/each</b>
<b>Missed CAPD without 24 hour notice</b>	<b>\$600/each</b>
<b>Missed ARIA without 24 hour notice</b>	<b>\$320/each</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs

and expenses (including attorney fees) arising out of or in connection with Contractor’s fulfillment of the obligations under this Agreement:

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

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

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

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

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

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

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

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

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

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses a and b above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating “Such

insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” Failure to maintain the above mentioned insurance coverages should be cause for termination of this Agreement.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractors’ employees to submit to additional criminal background checks at the District’s sole and absolute discretion.

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

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

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

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

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

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

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

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

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

**CONTRACTOR:**  
**Address on File**

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 22<sup>ND</sup> DAY OF MAY 2019.

FULLERTON SCHOOL DISTRICT

ABRAMSON AUDIOLOGY

By:

By:

\_\_\_\_\_  
Robert Pletka, Ed.D.  
Superintendent

\_\_\_\_\_  
Maria Abramson, Au.D.

\_\_\_\_\_  
On File  
Taxpayer Identification Number



CONSENT ITEM

**DATE:** May 21, 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 ARTIST/EDUCATOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ALL THE ARTS FOR ALL THE KIDS FOUNDATION**

Background: All the Arts for all the Kids Foundation has been part of Fullerton School District since 1990. The Foundation is an independent, nonprofit organization dedicated to developing, sustaining, and supporting the arts as an intrinsic part of every child's education. Each year the Foundation, in partnership with Fullerton School District, provides funding for lessons in four disciplines of the arts: art, music, dance, and theater. Fullerton School District contracts with professional artists throughout the year to provide art lessons directly to students and professional development opportunities for teachers.

Rationale: Approving this Agreement will allow Fullerton School District to continue to provide lessons in visual arts, music, dance, and theater for every student in grades Transitional Kindergarten – 6<sup>th</sup> grade. At the same time, the artists will focus on demonstrating effective strategies for integrating the arts into a classroom's daily instruction. This process will help to expedite the artist for scheduling and implementing the program without delay.

Funding: Total cost of this contract is to be in the amount of the individualized agreement and is to be paid from All the Arts funds (#316 and #416).

Recommendation: Approve Artist/Educator Agreement between Fullerton School District and All the Arts for All the Kids Foundation.

EF:TL:mr  
Attachment

**Fullerton Elementary School District**

**All the Arts for All the Kids**

**Artist/Educator Agreement**

**Artist/Educator** \_\_\_\_\_

**Address** \_\_\_\_\_

**Email** \_\_\_\_\_

**Phone** \_\_\_\_\_

**The Artist/Educator provides lessons in Art, Music, Dance, or Theatre. These lessons are designed to model for classroom teachers appropriate methods of teaching the Visual and Performing Arts standards, as well as using the arts as a tool to teach other subject areas.**

Artist/Educator and District agree to the following:

1. Artist/Educator will be paid \_\_\_\_\_per class. Payment will be made upon submission of approved invoice to District.
2. Artist /Educator is an independent contractor of the District. The artist is not an employee, officer, or agent of the District. As such, the artist/educator assumes full responsibility for all federal, state and local taxes or contributions, including workers compensation. The Artist/Educator will receive an IRS Form 1099. The District does not withhold taxes.
3. This agreement may be terminated at any time by either party for any reason. District will endeavor to inform the Artist/Educator before the start of the session whether the Artist/Educator's services will be needed, but Artist/Educator should be aware that there are many reasons why District might have to cancel this Agreement on very short or no notice (such as, lack of funding, lack of classes to be taught, etc.).
4. Artist/Educator agrees to 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 act, neglect, default or omission of the Artist/Educator, arising out of, or in any way connected with, the services covered by this agreement.

Artist/Educator \_\_\_\_\_ Date: \_\_\_\_\_

FSD District Director \_\_\_\_\_ Date: \_\_\_\_\_

FSD Assist. Superintendent,  
Business Services \_\_\_\_\_ Date \_\_\_\_\_

CONSENT ITEM

**DATE:** May 21, 2019

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

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

**PREPARED BY:** Doug Rynerson, Ed.D., Program Specialist, Educational Services

**SUBJECT:** **APPROVE 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, 2019 TO JUNE 30, 2020**

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 OCDE 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 \$11,584 for participating school sites. \$4,000 to be paid from District funds, \$4,559 from Nicolas JHS fund (#302) and \$3,025 from Woodcrest fund (#212).

Recommendation: Approve 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, 2019 to June 30, 2020.

EF:DR:ts  
Attachment

# AVID Center Quote



Quote #: Q-09565  
 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	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$6,000.00	\$2,000.00	\$4,000.00
District Products SUBTOTAL:				<b>\$4,000.00</b>

Nicolas Junior High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,999.00	\$0.00	\$3,999.00
1	AVID Weekly Secondary	\$575.00	\$0.00	\$560.00
Nicolas Junior High School SUBTOTAL:				<b>\$4,559.00</b>

Woodcrest Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,025.00	\$0.00	\$3,025.00
1	AVID Weekly Elementary	\$575.00	\$0.00	\$0.00
1	Elementary Digital Library Set - 4 Licenses	\$300.00	\$300.00	\$0.00
Woodcrest Elementary School SUBTOTAL:				<b>\$3,025.00</b>

<b>TOTAL:</b>	<b>\$11,584.00</b>
<i>plus all applicable taxes</i>	

This Quote is applicable from July 01, 2019 to June 30, 2020. The AVID Center Standard Terms and Conditions, attached hereto (the "Terms and Conditions") are incorporated in and made a part of this Quote.

The terms of this Quote shall control in the event of a conflict with any of the provisions of the Terms and Conditions.

**Additional Comments:**

N/A

2019 - 2020 Fullerton School District Drafted: 02/19/2019



## 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 of this Agreement shall remain in effect indefinitely, unless earlier terminated as provided herein, but each Quote shall be in effect only during period stated in the Quote (“Term”). Upon expiration of a Quote, these AVID Center Standard Terms and Conditions shall remain in effect for the duration of the Term.

### 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 District Leadership Training: ADL Training:** AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two-year period at various facilities throughout the country (the Client should periodically check [www.avid.org](http://www.avid.org) for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall

	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

- (a) **Summer Institute:** The District Director leads the district’s AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.
- (b) **Materials:** After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, and supplemental materials needed for district support.
- (c) **AVID National Office & Divisional Support:** AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

**9.2 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
- 2019 - 2020 Fullerton School District Drafted: 02/19/2019

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.

**9.3 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:** May 21, 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 FIRST AMENDMENT TO AGREEMENT NO. FCI-SD3-08 BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FULLERTON SCHOOL DISTRICT FOR THE PROVISION OF SERVICES**

Background: In 2002, the Orange County Children and Families Commission established a School Readiness Initiative to define and promote school readiness for all children from prenatal to age five. The entitlement for this grant comes from Proposition 10 funds. Funds support services, including staff and materials, for Fullerton School District's School Readiness Program. The term of the Agreement commenced on July 1, 2017 and terminates on June 30, 2020.

Rationale: Fullerton School District had been awarded \$262,650 for three years for Early Learning Specialist Services, \$450,000 for three years for School Readiness Nurse Services, and \$24,000 for implementation of the Early Development Index (EDI) project. The Amendment awards an additional \$400 to provide increased or additional services for the EDI project for the period July 1, 2017 through June 30, 2020.

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

Funding: The Commission will provide additional amended funding of \$400 and will be applied to Child Development fund (#275).

Recommendation: Approve First Amendment to Agreement No. FCI-SD3-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services.

EF:MC:ln

CONSENT ITEM

**DATE:** May 21, 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 CONTRACT FOR SERVICES BETWEEN FULLERTON SCHOOL DISTRICT AND COLLABORATIVE LEARNING SOLUTIONS, LLC, TO PROVIDE SOCIAL EMOTIONAL LEARNING TRAINING TO STAFF ON OCTOBER 14, 2019**

Background: Social Emotional Learning (SEL) is about managing emotions, establishing positive relationships, setting goals, and making responsible decisions. Understanding SEL provides teachers and staff strategies to help each child learn to understand and manage their emotions and their behavior in a positive way. Collaborative Learning Solutions constructs a social-cognitive approach to focus on the thinking underlying student behavior. Their consultants provide training to staff to build or refine existing programs to better meet the social, emotional, and behavioral needs of students.

Rationale: Staff trained in SEL strategies will be able to support student SEL and support teachers, guide students, and reduce behavior issues in the classroom. In addition, students will develop agency by learning how to manage their behavior. The presenter will present a keynote for our school district and an additional session to inspire our teachers and provide key strategies to support student agency.

Funding: Cost not to exceed \$3,000 to be paid from PAR budget (#306).

Recommendation: Approve contract for services between Fullerton School District and Collaborative Learning Solutions, LLC, to provide Social Emotional Learning training to staff on October 14, 2019.

EF:TL:ts  
Attachment



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## **Contract for Services**

**2019-2020**

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## **GENERAL PROVISIONS**

### **1. Contract**

This Contract is entered into this **18th day of February, 2019**, between **Fullerton School District** (hereinafter referred to as "Local Education Agency" or "LEA") and **Collaborative Learning Solutions, LLC** (hereinafter referred to as "CONTRACTOR") for the purpose of providing professional development to Fullerton School District.

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

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

### **3. Term of Contract**

The term ("Term") of this CONTRACT shall commence on October 14, 2019 and shall end on October 14, 2019.

### **4. Contract Dispute Resolution**

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

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

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



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

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

## **ADMINISTRATION OF CONTRACT**

### **5. Notices**

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

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

### **6. Successors in Interest**

This Contract binds CONTRACTOR's successors and assignees.

### **7. Venue and Governing Law**

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

### **8. Modifications and Amendments Required to Conform to Administrative Guidelines**

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

### **9. Termination**

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

## 10. Insurance

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

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

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

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

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

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

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

## 11. Indemnification and Hold Harmless

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



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

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

## **12. Non-Discrimination**

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

## **COMPENSATION**

### **13. Rates**

Professional Development: LEA shall pay CONTRACTOR a fixed amount of \$3,000 for services provided under this Agreement.

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

Total Contract Amount: \$3,000.00

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

### **14. Complete Agreement**

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

### **15. Counterparts**

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

### **16. Severability**

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



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

**WORK TO BE PERFORMED**

**17. Services**

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

**Professional Learning:** Provide one (1) presenter for the **District's Training Day.**

Presenter will develop a workshop style presentation tying together restorative practices with social emotional learning. The presenter will work with district staff to ensure the training session aligns with the district's objectives for the training day.

**Signature**

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

Fullerton School District

Collaborative Learning Solutions, LLC

\_\_\_\_\_  
Authorized Signature

Date \_\_\_\_\_

*J. Alvarez*  
\_\_\_\_\_  
Authorized Signature  
Date 2/25/19



**Notices to LEA shall be addressed to:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
LEA

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone FAX

\_\_\_\_\_  
Email

**Notices to CONTRACTOR shall be addressed to:**

Regina Hartman  
\_\_\_\_\_  
Name

Collaborative Learning Solutions, LLC  
\_\_\_\_\_  
CONTRACTOR

43426 Business Park Drive  
\_\_\_\_\_  
Address

Temecula CA 92590  
\_\_\_\_\_  
City State Zip

888-267-6096  
\_\_\_\_\_  
Phone FAX

rhartman@clsteam.net  
\_\_\_\_\_  
Email

CONSENT ITEM

**DATE:** May 21, 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/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND HEALTHY SMILES FOR KIDS OF ORANGE COUNTY FOR PREVENTATIVE DENTAL SERVICES EFFECTIVE FEBRUARY 13, 2019 THROUGH JUNE 30, 2020**

Background: Board approval was granted on February 12, 2019 (Board Agenda Item #1n) for the Agreement with Healthy Smiles for Kids of Orange County. An Addendum is requested due to changes in regulations regarding Federally Contracted Health Care Centers and Sub-Dental Contractors. Healthy Smiles will now be the sole provider to support dental care/screenings. Healthy Smiles was previously sub-contracted through St. Jude Neighborhood Health Centers.

Rationale: The District is very fortunate to have Healthy Smiles for Kids of Orange County provide support in the area of preventative dental services for the students in the District.

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

Recommendation: Approve/Ratify Addendum to the Agreement between Fullerton School District and Healthy Smiles for Kids of Orange County for preventative dental services effective February 13, 2019 through June 30, 2020.

EF:RG:vm  
Attachment

ADDENDUM #1

AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT  
AND HEALTHY SMILES FOR KIDS OF ORANGE COUNTY

This addendum is being submitted due to changes in regulations regarding Federally Contracted Health Care Centers and Sub-Dental Contractors. Board item originally submitted and Board approved on February 12, 2019 (Item #1n). All other information to remain as originally submitted.

Amendment is requested due to change in regulations regarding Federally Contracted Health Care Centers and Sub-Dental Contractors. Healthy Smiles will now be the sole provider to support dental care/screenings. Healthy Smiles was previously sub-contracted through St. Jude Neighborhood Health Centers.

\_\_\_\_\_  
Robert Pletka, Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Healthy Smiles for Kids of Orange County

\_\_\_\_\_  
Date

Prepared by: ROBIN GILLIGAN



CONSENT ITEM

**DATE:** May 21, 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/RATIFY ADDENDUM TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND KEY2ED, INC., FOR PROFESSIONAL DEVELOPMENT TRAINING ON DECEMBER 18-19, 2018 AND JANUARY 30-31, 2019**

Background: Board approval was granted on December 11, 2018 (Board Agenda Item #1s) for the Agreement with Key2Ed, Inc. An Addendum is requested due to a change in funding of cost for both Fullerton School District and NOCSELPA.

Rationale: Administrators will benefit from a two-day professional development training in the area of IEP facilitation. Key2Ed will supply all materials and equipment required to perform the services.

Funding: Cost is not to exceed \$30,050 with NOCSELPA covering \$8,550 and Fullerton School District covering \$21,500 to be paid from Special Education General Fund (#420).

Recommendation: Approve/Ratify Addendum to the Agreement between Fullerton School District and Key2Ed, Inc., for professional development training on December 18-19, 2018 and January 30-31, 2019.

EF:RG:vm  
Attachment

ADDENDUM #1

AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT  
AND KEY2ED, INC.

This addendum is being submitted to amend funding of cost on Board item originally submitted and Board approved on December 11, 2018 (Item #1s). All other information to remain as originally submitted.

Amendment is requested due to change in funding of cost to both NOCSELPA and Fullerton School District.

\_\_\_\_\_  
Robert Pletka, Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Key2Ed, Inc.

\_\_\_\_\_  
Date

Prepared by: ROBIN GILLIGAN

CONSENT ITEM

**DATE:** May 21, 2019

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

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

**PREPARED BY:** Erlinda Soltero-Ruiz, Principal, Valencia Park School

**SUBJECT:** **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND KID HEALTHY/ONEOC FOR VALENCIA PARK SCHOOL FROM AUGUST 12, 2019 THROUGH JUNE 30, 2020**

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

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

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

Recommendation: Approve Agreement between Fullerton School District and Kid Healthy/OneOC for Valencia Park School from August 12, 2019 through June 30, 2020.

EF:ESR:nm  
Attachment



*Kid Healthy builds healthy communities by engaging students and families from socio-economic disadvantaged neighborhoods through culturally appropriate activities and leadership programs that measurably improve health and wellness.*

Contract: Kid Healthy/OneOC and Fullerton School District  
Dates of Service: 8/12/2019 through 06/30/2020

**Agreement- Valencia Park Elementary**

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

- Six, 2-hour trainings covering topics on advocacy, nutrition, physical activity, volunteerism, playground management, and safety.
- All necessary teaching materials and supplies associated with trainings, two bilingual trainers and oversight of trainings from Kid Healthy Program Manager and/or Lead Coordinator.
- Parent-led structured, physical activity 3 days per week (weather permitting), during the lunch recess at each school.
- Provide Kid Healthy staff to oversee training and implementation of the Padres en Acción program at participating school.
- Provide a Kid Healthy Volunteer Coordinator to work 6-8 hours per week at the participating school: The Volunteer Coordinator is responsible for planning, set-up, and maintenance of age appropriate physical activity; on-going parent volunteer recruiting and engagement; planning & implementation of parent meetings to provide additional playground and health education training for parents.
- Provide parent education opportunities in health and/or physical activity; includes access to community resources, materials & supplies for all meetings.
- Assist in formation of school site wellness committees as requested per site, assist in the on-going management of school site wellness councils as requested by site.
- Assess and purchase playground equipment, as requested by site. School to be invoiced for additional equipment charges.
- Communicate program progress and outcomes to school principal and district personnel, as needed (minimum 2 times per school year).

**Compensation:**

*Fees are to be invoiced in September 2019*

**\$8,000**

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**Fullerton School District**



**Kid Healthy/OneOC**

CONSENT ITEM

**DATE:** May 21, 2019

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

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

**SUBJECT:** **APPROVE CONTRACT WITH MARZANO RESEARCH LABORATORY TO PROVIDE FULLERTON SCHOOL DISTRICT WITH HIGH-RELIABILITY SCHOOLS (HRS) LEVEL 1, 2, AND 3 PROFESSIONAL DEVELOPMENT FOR THE 2019/2020 SCHOOL YEAR**

Background: Fullerton School District (FSD) has developed a comprehensive teacher-teaching model based on the research of the Marzano Research Laboratory. To continue the work and build the leadership skills of school leaders, Marzano Laboratory has provided professional development to all principals, assistant principals, and teacher leaders based on the Marzano High-Reliability Schools (HRS) framework. This framework, based on 40 years of educational research, defines five progressive levels of performance that a school must master to become a high-reliability school—where all students learn the content and skills they need for success in college, careers, and beyond. Teachers from across the District will work by grade levels on HRS Level 1, which addresses a central feature of effective schooling—the quality of teaching in classrooms, Level 2, which addresses the extent to which a school’s curriculum provides opportunities for all students to learn challenging content that is aligned with national and State standards, and Level 3, which addresses Guaranteed and Viable Curriculum.

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

Funding: Cost is not to exceed \$96,000 and is to be paid from participating site funds as well as District General Funds.

Recommendation: Approve Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 Professional Development for the 2019/2020 school year.

EF:nm  
Attachment



## HOST CONTRACT

Effective May 1, 2019, Fullerton School District (“Host”) and Marzano Research, LLC (“Marzano Research”) agree that Marzano Research will provide an Associate to disseminate information to Host in exchange for \$96,000.00 (USD). The parties agree as follows:

1. **Services:** Marzano Research agrees to provide the services described in Exhibit A—Description of Services.
2. **Compensation:** Host will pay Marzano Research a total contract amount of \$96,000.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Research a non-refundable deposit of 20% of the total contract amount, \$19,200.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$76,800.00 (USD) will be invoiced upon completion of the services (See Exhibit B--Schedule of Payments). Host agrees to reimburse any expenses incurred by Marzano Research that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
3. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
4. **Intellectual Property:** Host acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
5. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
6. **Recording of Presentation:** All audio and video recording is prohibited.
7. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
8. **Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.
9. **Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes,

disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

- 10. Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
- 11. Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Fullerton School District, 1401 W Valencia Dr, Fullerton, CA 92833 or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 12. Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- 13. Nature of Contract:** Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

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

_____	_____	_____	_____
Dr. Robert Pletka	Date	Megan Schutz	Date
Superintendent		Professional Development Manager	
Fullerton School District		Marzano Research, LLC	

**EXHIBIT A  
DESCRIPTION OF SERVICES**

**Service 1:**

**Date:** September 5, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 2:**

**Date:** September 20, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 3:**

**Date:** September 30, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 4:**

**Date:** October 7, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 5:**

**Date:** October 8, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 6:**

**Date:** January 16, 2020  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 7:**

**Date:** January 17, 2020  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses



**Service 8:**

**Date:** April 2, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** On-site

**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 9:**

**Date:** April 3, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** On-site

**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 10:**

**Date:** April 7, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** On-site

**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 11:**

**Date:** April 9, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** On-site

**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 12:**

**Date:** April 10, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** On-site

**Cost:** \$8,000.00, inclusive of travel and expenses

**EXHIBIT B**  
**SCHEDULE OF PAYMENT**

<b>Description</b>	<b>Payments</b>	<b>Expected Invoice Date</b>
<b>Payment 1</b>	<b>\$19,200.00</b>	<b>Upon Execution of Contract</b>
<b>Payment 2</b>	<b>\$19,200.00</b>	<b>September 30, 2019</b>
<b>Payment 3</b>	<b>\$12,800.00</b>	<b>October 8, 2019</b>
<b>Payment 4</b>	<b>\$12,800.00</b>	<b>January 17, 2020</b>
<b>Payment 5</b>	<b>\$32,000.00</b>	<b>April 10, 2020</b>

**CONTACT INFORMATION**

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

[stephanie.stlaurent@marzanoresearch.com](mailto:stephanie.stlaurent@marzanoresearch.com)

**Payments, including deposit checks, should be mailed directly to the Business Office:**  
**Marzano Research, LLC**  
**ATTN: Accounts Receivable**  
**555 North Morton St.**  
**Bloomington, IN 47404**

**Please provide the following information in both sections:**

**Who will be the contact person for the work?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Who will receive and pay the invoices?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Shipping Information (required for resource delivery)**

Shipping Contact: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_  
Delivery Times: \_\_\_\_\_  
Choose one:  Do you have a Delivery Dock?  
 Do you have double doors (for pallet)?  
 Do you require inside delivery?

CONSENT ITEM

**DATE:** May 21, 2019

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

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

**PREPARED BY:** Danielle Ramirez, Principal, Hermosa Drive School

**SUBJECT:** **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE PROFESSIONAL DEVELOPMENT FOR WRITERS WORKSHOP TRAINING AT HERMOSA DRIVE SCHOOL ON FEBRUARY 19, 2019 AND FEBRUARY 20, 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 \$3,400 and is to be paid from site fund (#302).

Recommendation: Approve/Ratify Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Hermosa Drive School on February 19, 2019 and February 20, 2019.

EF:DR:nm  
Attachment



**MOMENTUM  
INTEACHING**  
TEACHING BEYOND THE BOOK

# INVOICE

To

Date: March 25, 2019  
#454

Danielle Ramirez  
Hermosa Drive Elementary  
400 E. Hermosa Dr.  
Fullerton, CA 92835  
(714) 447-7720

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
2/19/19 2/20/19	Professional development to help support teachers in the implementation of Writing Workshop. Support will come in the form of in classroom demonstrations and using a <i>Lesson Study</i> approach.	\$1,700/presenter 1 presenter 2 days	\$3,400.00
		<b>Total</b>	<b>\$3,400.00</b>

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

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108

CONSENT ITEM

**DATE:** May 21, 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 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOMENTUM IN TEACHING TO PROVIDE A TWO-DAY TRAINING FOR A RESEARCH-BASED, CALIFORNIA STATE STANDARDS WRITING WORKSHOP FOR TK-6 GRADE TEACHERS ON JANUARY 24, 2020 AND JANUARY 30, 2020**

Background: Momentum in Teaching is a consulting group that specializes in the professional development of teachers and administrators. They provide teachers the tools they need to get students “thinking and discussing, writing and supporting” ideas. They address the achievement gaps by utilizing California State Standards (CSS) and an individual approach to reading and writing.

Rationale: Teachers will benefit from this standards-based academic program that utilizes research-based instructional strategies with effective and timely feedback. This California State Standards Writing program will support teachers in the development of effective writers.

Funding: Cost not to exceed \$3,200 to be paid from Unrestricted General fund (#401).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Momentum in Teaching to provide a two-day training for a research-based, California State Standards Writing Workshop for TK-6 grade teachers on January 24, 2020 and January 30, 2020.

EF:TL:ts  
Attachment



**MOMENTUM  
IN TEACHING**  
TEACHING BEYOND THE BOOK

# Proposal

b

Date: April 5, 2019  
#469b

To

Trang Lai  
Fullerton School District  
1401 West Valencia Drive.  
Fullerton, CA 92833  
714-447-2878

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 4 weeks after services

Date of Service	Description	Cost of Service	Line Total
1/24/20 1/30/20	Professional development focused on supporting the implementation of Writing Workshop for new hires.	\$1,600/presenter 1 presenter 2 days	\$3,200.00
		<b>Total:</b>	<b>\$3,200.00</b>

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

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108

CONSENT ITEM

**DATE:** May 21, 2019

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

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

**PREPARED BY:** Julienne Lee, Principal, Fisler School

**SUBJECT:** APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR FISLER TEACHER, STEVE SALINE, TO ATTEND THE TEACHERS COLLEGE WRITING INSTITUTE AT COLUMBIA UNIVERSITY, NEW YORK, FROM JUNE 17-21, 2019

Background: Writing Workshop implementation has been a priority at Fisler School for the last four years. Teachers continue to learn pedagogy around instructional practices in a Workshop Model. Teachers develop relevant and impactful teaching points, delivered through mini-lessons and reinforced in strategy groups. Teachers meet students at their writing level/ability through differentiated conferencing. The whole class celebrates published writing for narrative, informational, and argumentative writing. Writing Workshop helps students develop progressive writing skills that impact their future as skilled writers and, importantly, develop their love for writing.

Rationale: The Teachers College Writing Institute will build on the teacher's current knowledge of Writing Workshop and take implementation to the next level. The teacher, Steven Saline, will receive explicit instruction in Workshop pedagogy and how to build Units of Study tailored to students' needs and interests. Mr. Saline is a current writing teacher to all 6<sup>th</sup> grade students and serves as a Writing Workshop lead at Fisler School. He models mini-lessons, strategy groups and conferencing by opening his door for Instructional Rounds and classroom visitations. This opportunity to attend Teachers College will help Mr. Saline in solidifying writing workshop implementation by strategically expanding his ability to effectively deliver engaging, relevant Tier 1 and Tier 2 writing instruction.

Funding: Cost is not to exceed \$2,500 to be paid from site and Cotsen funds. There are no substitute requirements.

Recommendation: Approve out-of-state conference attendance for Fisler teacher, Steven Saline, to attend the Teachers College Writing Institute at Columbia University, New York, June 17-21, 2019.

EF:JL:nm



CONSENT ITEM

**DATE:** May 21, 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 SIX STAFF MEMBERS FROM NICOLAS JUNIOR HIGH SCHOOL AND JANNY MEYER TO ATTEND THE NATIONAL SCHOOLS TO WATCH CONFERENCE IN WASHINGTON, DC, FROM JUNE 26-30, 2019**

Background: Nicolas Junior High School has been recognized at the State and National level as a 2019 Schools to Watch. The Schools to Watch® program is a significant force in middle-grades reform that identifies and honors school nationally. The Schools to Watch Conference is for schools and individuals serving or working with young adolescents. At the Schools to Watch Conference, Nicolas Junior High School will be honored and will also share the school’s success story with educators from across the country.

Rationale: The Nicolas Junior High School Team will be recognized for outstanding programs and practices in the areas of Academic Achievement, Developmental Responsiveness, Social Equity, and Organizational Structures and Practices. The conference includes sessions for high needs schools looking to turn around student performance as well as for schools seeking to achieve greater academic success, and strategies that raise student achievement and support positive student development through best practices for young adolescents will be shared in the presentations. The Nicolas Junior High School, led by Robyn Clemente, will share their outstanding presentation, *Purposeful Pathways to Success*. In addition to accepting the Schools to Watch Award from the United States Department of Education and presenting to educators from across the United States, the Nicolas Team will gain knowledge and skills that will benefit the school and the District.

Funding: Cost is not to exceed \$14,400 and \$12,000 is to be paid from site fund (#304) and \$2,400 from Superintendent fund (#525).

Recommendation: Approve six staff members from Nicolas Junior High School and Janny Meyer to attend the National Schools to Watch Conference in Washington, DC, from June 26-30, 2019.

EF:RC:nm

CONSENT ITEM

**DATE:** April 9, 2019  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**PREPARED BY:** Yolanda McComb, Principal, Raymond School  
**SUBJECT:** **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR RAYMOND TEACHER, GEORGINA MOJICA, TO ATTEND THE TEACHERS COLLEGE WRITING INSTITUTE AT COLUMBIA UNIVERSITY, NEW YORK, JUNE 17-21, 2019**

Background: Raymond School has made significant investments to increase high-quality Writing Workshop implementation. One of our Cotsen teachers, Georgina Mojica, would like to use her annual Cotsen funds to support her staff development in this area. Raymond has also invested significantly to provide lesson study in Writing Workshop this year and will next year as well to augment Writing Workshop training for all Raymond teachers.

During this five-day institute, Ms. Mojica will learn curriculum development and planning in the teaching of writing, units of study in writing workshop, helping students write well about reading, genre studies in reading and writing, and the importance of assessment-based instruction. She will learn best practices in classroom structures that support writing with inquiry and collaboration and will receive explicit instruction in Workshop pedagogy and how to build Units of Study tailored to her student's needs and interests. The Teaching of Writing Institute will build on Ms. Mojica's current knowledge of Writing Workshop and take her implementation to the next level.

Rationale: By sending a teacher to the Teaching of Writing Institute at Teachers College, Raymond will be supporting the principal-provided professional development strategically implemented all year as well as expanding the teacher's ability to effectively deliver engaging, relevant instruction in writing.

Funding: Cost is not to exceed \$1,000 to be paid from Cotsen funds. There are no substitute requirements.

Recommendation: Approve out-of-state conference attendance for Raymond teacher, Georgina Mojica, to attend the Teachers College Writing Institute at Columbia University, New York, June 17-21, 2019.

EF:YM:nm

CONSENT ITEM

**DATE:** May 21, 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/RATIFY CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) BLOCK GRANT, AGREEMENT NUMBER: 47896, BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND FULLERTON SCHOOL DISTRICT EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

Background: Fullerton School District operates the State Preschool Program, which is funded by the State Department of Education Child Care and Development Division and serves three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The California State Preschool Program Quality Rating and Improvement System Block Grant, Agreement Number: 47896, between Orange County Superintendent of Schools and Fullerton School District awards the District an amount not to exceed \$95,000 to enhance and improve the overall quality of the State Preschool Program.

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

Rationale: The funds will support professional learning communities for early childhood teaching staff to engage in dialogue about curriculum, assessment, and family engagement.

Funding: Fullerton School District will receive an amount not to exceed \$95,000. Funding will support State-funded preschool budget (#340).

Recommendation: Approve/Ratify California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant, Agreement Number: 47896, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2018 through June 30, 2019.

EF:MC:ln

CONSENT ITEM

**DATE:** May 21, 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/RATIFY ADDENDUM TO 2018/2019 AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SECURE TRANSPORTATION FOR SERVICES EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2019**

Background: Board approval was granted on June 19, 2018 (Board Agenda Item #1y) for the Agreement with Secure Transportation. An Addendum is requested due to an increase in services provided, therefore increasing the “not to exceed” amount.

Rationale: Specific services are often not available within the District or Nonpublic Agency and, as such, these providers are used on a limited basis.

Funding: Total cost of contract is to be in the amount of the Independent Contractor Agreement and is to be paid from Student Support Services General Fund.

Recommendation: Approve/Ratify Addendum to 2018/2019 Agreement between Fullerton School District and Secure Transportation for services effective July 1, 2018 through June 30, 2019.

EF:RG:vm  
Attachment

ADDENDUM #1

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
FULLERTON SCHOOL DISTRICT AND SECURE TRANSPORTATION

This addendum is being submitted for contract cost adjustment due to increase in services provided, therefore increasing the “not to exceed” amount. Board item was originally submitted and Board approved on June 19, 2018 (Item #1y).

Original “not to exceed” amount:                      \$50,000

New “not to exceed” amount:                            \$70,000

\_\_\_\_\_  
Robert Pletka, Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secure Transportation

\_\_\_\_\_  
Date

Prepared by: ROBIN GILLIGAN

CONSENT ITEM

**DATE:** May 21, 2019

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

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

**PREPARED BY:** Ginger Frady, Principal, Orangethorpe School

**SUBJECT:** APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND TEACHER CREATED MATERIALS TO PROVIDE ONGOING TRAINING FOR PROFESSIONAL DEVELOPMENT AT ORANGETHORPE SCHOOL EFFECTIVE MAY 22, 2019 THROUGH SEPTEMBER 1, 2019

Background: Orangethorpe is developing a personalization plan for our school that includes arts infusion across the curriculum. This is a professional learning opportunity that will allow teachers to develop curricular connections between VAPA and NGSS standards, as well as strengthen their knowledge base and skill set through interactive lesson building opportunities in arts. Our leadership team has expressed a desire for this type of professional development.

Rationale: Approval of the Agreement will allow teachers at Orangethorpe School to participate in a professional learning opportunity focused on arts-infused instruction across the curriculum. This will help teachers as they build curricular capacity for *Project Curiosity - The Art and Science of Nature*.

Funding: Total cost not to exceed \$6,000 and is to be paid from site Title I fund (#212).

Recommendation: Approve Agreement between Fullerton School District and Teacher Created Materials to provide ongoing training for professional development at Orangethorpe School effective May 22, 2019 through September 1, 2019.

EF:GF:nm  
Attachment

## Proposal

Teacher Created Materials  
5301 Oceanus Drive  
Huntington Beach, CA 92649

7/1/2019

Proposal #: TCM-00049628  
Ginger Frady  
Principal  
ORANGETHORPE ELEMENTARY SCHOOL  
1400 S Brookhurst  
Fullerton, CA 92833

Item #	Title	Qty	Unit Price	Ext Price
ZZZ1	On-Site Professional Development Session for Staff Day 2	1	\$6,000.00	\$6,000.00

<b>Total:</b>	\$6,000.00
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Brendan Ryan  
Sales Director  
Teacher Created Materials  
Direct Line: (619) 972-7768  
Fax Number: (714) 230-7070  
Email: bryan@tcmpub.com

CONSENT ITEM

**DATE:** May 21, 2019

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

**FROM:** Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

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

**SUBJECT:** **APPROVE OUT-OF-STATE CONFERENCE FOR AARON STOREY FROM INNOVATION AND INSTRUCTIONAL SUPPORT TO ATTEND THE MACADMINS CONFERENCE IN STATE COLLEGE, PENNSYLVANIA FROM JULY 9-12, 2019**

Background: The Fullerton School District currently have over 15,000 Apple devices deployed to either students and staff. These are either iOS or Macintosh computers. The MacAdmins conference is for anyone who deploys and manages Macs and iOS devices. The conference features workshops, breakout sessions, and networking events.

Rationale: Out-of-state conferences need to be approved by the Board.

Funding: Cost not to exceed \$3,650 from the Innovation and Instructional Support budget (#409).

Recommendation: Approve out-of-state conference attendance for Aaron Storey from Innovation and Instructional Support to attend the MacAdmins Conference in State College, Pennsylvania from July 9-12, 2019.

JD:SR:kv



CONSENT ITEM

**DATE:** May 21, 2019

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

**FROM:** Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

**SUBJECT:** **APPROVE OUT-OF-STATE CONFERENCE FOR 2 STAFF MEMBERS FROM INNOVATION AND INSTRUCTIONAL SUPPORT TO ATTEND THE POWERSCHOOL USERS GROUP (PSUG) NATIONAL INFORMATION EXCHANGE & VENDOR EXPO IN LAS VEGAS, NEVADA, FROM JULY 14 – 19, 2019**

Background: The PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo is hosted by PowerSchool users and vendors whose products support the Fullerton School District PowerSchool student information system.

Trish Behlings and Beci Weed, Innovation and Instructional Support, have attended the conference the last six years and have gained invaluable knowledge from PowerSchool Users across the nation. This conference will provide Fullerton School District staff with an additional opportunity to gain knowledge and develop a network with industry experts and peers that can be utilized for support throughout the year.

Rationale: Out-of-state conferences need to be approved by the Board.

Funding: Cost is not to exceed \$3,800 from the Innovation and Instructional Support budget 409.

Recommendation: Approve out-of-state conference for 2 staff members from Innovation and Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 14 – 19, 2019.

JD:kv

CONSENT ITEM

**DATE:** May 21, 2019

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

**FROM:** Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

**Prepared by:** Sam Ricchio, Assistant Director, Innovation and Instructional Support

**SUBJECT:** APPROVE CONTRACT FOR E-RATE COMPLIANCE SERVICES WITH CSM CONSULTING, INC., EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020 WITH AUTOMATIC ANNUAL RENEWALS

Background: The District receives approximately \$500,000 a year under the Federal Communications Commission (FCC) E-Rate program. For the 2017/2018 school year CSM Consulting, Inc., was contracted to provide the E-Rate consulting services for the District working in conjunction with Innovation & Instructional Support. On July 26, 2016, the Board approved this contract which was for a term of one year. The contract stated that if either party wished out of the contract at the end of the fiscal year, the contract can be terminated without penalty. If neither party wished out of the agreement then the contract would automatically renew. While stated in the approved contract, this was not specifically stated within the Board Item.

Rationale: Utilizing a profession E-Rate consultant will ensure the District is claiming the maximum amount of possible for reimbursement. The E-Rate reimbursement process is extremely complex. Utilizing a consultant ensures that the District is kept up-to-date on all rules and filing methods. Finally, using a consultant allows staff to work on high-priority District technology projects that are necessary for student achievement.

Funding: Cost not to exceed \$23,500 and is to be paid from the Innovation & Instructional Support budget (#409).

Recommendation: Approve Contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2019 through June 30, 2020 with automatic annual renewals.

JD:SR:kv  
Attachment



## CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Fullerton School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

### **RECITALS**

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

### **I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE**

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
  - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
  - Advise and coordinate the preparation and filing of:
    - Item 21 Attachments
    - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
    - Implementation Deadline Extension Request (ImDER)
    - Invoice Deadline Extension Request (IDER)
    - Service Provider Identification Number (SPIN)Change Requests
    - Service Substitution Requests
    - Service Certifications
    - Program Integrity Assurance (PIA)
    - Payment Quality Assurance (PQA) requests
  - Invoice reconciliation for previous funding year disbursements
2. Act as District’s main point of contact with the SLD.
3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

### **II. DISTRICT RESPONSIBILITIES**

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

**III. COST**

1. **Pricing.** The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement shall amount to \$10,000 plus 10% of the total Form 471 applications filed (total billings not to exceed \$23,500) per year.

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective Term of this Agreement.

The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

**IV. MISCELLANEOUS**

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2016, or upon execution (whichever is later), through June 30, 2017. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
  - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is 1,499.00.

Please check the appropriate box for designation of service  Yes  No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

CSM Consulting, Inc.  
P.O. Box 4408  
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of «Proper».
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in \_\_\_\_\_, This **26th** day of **July**, 2016.



\_\_\_\_\_, Vice President  
David T. Cichella

\_\_\_\_\_, Title **Superintendent**

**Robert Pletka, Ed.D.** Print Name

Fullerton School District

**AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)**

This ATC/LOA (Agreement) entered into on this 26th day of July, 2016 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Fullerton School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, 2018, 2019 are resolved or June 30, 2020. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

**Fullerton School District**

Name: **Fullerton School District** \_\_\_\_\_

Print Name: **Robert Pletka, Ed.D.** \_\_\_\_\_

Title: **Superintendent** \_\_\_\_\_

DISCUSSION/ACTION ITEM

**DATE:** May 21, 2019  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE REVISED JOB DESCRIPTION FOR DIRECTOR,  
ADMINISTRATIVE SERVICES

Background: Due to a progress increase to the duties of the Director, Administrative Services, the District wishes to adjust the current job description to ensure alignment with the actual job duties performed.

Rationale: Job descriptions define the roles and responsibilities of a specific job classification.

Funding: General Fund.

Recommendation: Approve revised Job Description for Director, Administrative Services.

CH:nm  
Attachment



**FULLERTON SCHOOL DISTRICT**  
**Fullerton, California**

**DIRECTOR OF ADMINISTRATIVE SERVICES**

**DEFINITION**

Working under the supervision of the Assistant Superintendent of Personnel Services, the Director of Administrative Services plans, develops, organizes and implements the policies and procedures pertaining to the District Safe School Plan, student behavior policy and attendance and welfare programs; coordinates community and youth serving agencies concerning pupil attendance and related functions; implements and directs the District's Independent Study program; implements the District-wide open enrollment process and the development of staffing ratios for schools; assists the Assistant Superintendent of Personnel Services as needed in the implementation of all personnel policies and procedures

**REPRESENTATIVE DUTIES AND RESPONSIBILITIES**

- Assists in directing all **various** aspects of the District's personnel department for certificated and classified employees
- ~~Develops and implements~~ **Assists in the development and implementation of a teacher and certificated administrator recruitment, interview, hiring, and on-boarding process**
- **Serves on and/or oversees certificated personnel applicant interview panels**
- Participates as a member of the District's bargaining team **for both certificated and classified bargaining units** in all contract negotiations with employee associations, assists in the development of District proposals and in the analyses of employee proposals and provides back-up assistance in the day-to-day administration of employee contracts
- Assists in developing staffing ratios and assigning teachers **and classified staff** to school sites
- **Serves on and actively participates various District committees (e.g., PAL, LCAP, management retreat, ad hoc District-association committees, etc.)**
- **Works with department and site administrators to plan and monitor parent completion of Power School Registration (PSR)**
- Manages compliance issues including, but not limited to Title IX, Section 504, Right to Know, Affirmative Action, and Sexual Harassment
- Investigates **and resolves** grievances and/or complaints, from employees, parents, or other staff (e.g., conflicts of interest, conduct violations, sexual harassment, bullying, pay and/or assignment disputes, etc.) **for the purpose of reaching resolutions that provide a healthy working environment.**
- Organizes, ~~and~~ administers, **promotes, and presents** the District's Customer Service and Employee Recognition programs
- **Mentors, coaches, and supports new and veteran principals in 1:1 and small group settings**
- **Assists in planning, coordinating, and training aspiring administrators in the District's Emerging Leaders Academy**
- **Develops, monitors, and communicates information related to the assistant principal and management evaluation tool**
- **Assists site administrators and District classified managers with employee personnel investigations and the progressive discipline process**
- **Drafts, edits, modifies, and electronically publishes both the volunteer handbook and annual Parent Information Handbook**
- **Assists in the development, implementation, and daily operations of the District's volunteer fingerprinting process**
- Assists in the development and implementation of the District-wide emergency plan

**FULLERTON SCHOOL DISTRICT**  
**Fullerton, California**

**DIRECTOR OF ADMINISTRATIVE SERVICES**

- Collaborates with other District administrative personnel for the purpose of implementing and/or maintaining services and programs
- Assures that all schools submit current Safe School Plans, including school-wide discipline plans
- Assures that all schools submit current Disaster Plans
- Organizes and administers the Open Enrollment process and District Intradistrict and Interdistrict transfer policies **and transfer appeals**
- Organizes and administers kindergarten **and transitional kindergarten (TK)** enrollment
- Plans, organizes and implements policies, regulations, and procedures pertaining to pupil welfare and attendance programs
- **Plans, organizes, and implements policies, regulations, procedures, and resources that pertain to students identified as Homeless/Foster Youth**
- **Assists in developing**, organizing, implementing, and administering the District's short-term and long-term independent study program **and reviews program data and results in order to provide an ongoing assessment of the program's effectiveness**
- Oversees the District response to incidents of excessive absence, habitual truancy and/or unlawful withdrawal from school
- Organizes and runs the School Attendance Review Board for students who are classified as habitual truants
- Organizes and administers the Administrative Review Committee and Expulsion process for students who have been serious discipline problems
- Places students who have been involuntarily transferred as a result of the Administrative Review Committee process
- Processes expelled students for readmission
- Plans and coordinates the District-wide open enrollment process
- **Finds, initiates, and develops vibrant and healthy partnerships with other agencies, community based organizations, non-profit organizations, parent and community groups, etc.**
- Coordinates the development of programs to prevent students' use of drugs, alcohol, tobacco and gang involvement
- **Consults with administrators/managers to** assures the appropriate procedures are followed in reporting suspected child abuse, neglect or maltreatment
- Confers with legal counsel and advises District officials concerning student discipline, attendance, welfare and other matters
- Administers child labor laws, work permits and prevents child exploitation
- Plans, organizes, and administers a district wide system for maintaining positive school climate, culture, and student behavior (e.g., PBIS, MTSS, **Restorative Practices, etc.**)
- ~~• Oversight and coordination of all phases of the District school counseling program~~
- ~~Coordinates~~ **Assists in providing and developing** staff development for the ~~counselors~~ **mental health therapists**
- ~~• Oversight and coordination of the District Community Day School~~
- Plans and coordinates student ADA recuperation programs
- Coordinates the maintenance of all student records and archival of data
- Other related duties as assigned

**FULLERTON SCHOOL DISTRICT  
Fullerton, California**

**DIRECTOR OF ADMINISTRATIVE SERVICES**

**EMPLOYMENT STANDARDS**

**Education**

Graduation from an accredited college or university with a Master's Degree

**Credential/License**

A valid California Administrative Credential; valid California Teaching Credential; Master's Degree required; valid California Driver's License

**Experience**

Any combination of training and experience that demonstrates attainment of the required knowledge and ability to perform the required work (with reasonable accommodation if needed), typically: five years of administrative/management experience required; site administrative experience required, principal experience preferred

**Knowledge of:**

California State Standards, current principles, practices, trends, goals and objectives of public education; organization and management of a public school; organization, management, planning and evaluation strategies, techniques and procedures; legal mandates and regulations pertaining to counseling, student attendance and discipline; change theory; presentation and facilitation practices; current technology; conflict resolution procedures; interpersonal skills using tact, patience and courtesy.

**Ability to:**

Monitor and support the work of professional staff; think strategically, assess and balance competing values; make and effect timely decisions; utilize new technologies and software; plan for future needs of the District; establish and maintain cooperative working relationships with staff, managers, parents, community members, vendors, universities, and State and Federal agencies; demonstrate skill in oral and written communications; perform duties with awareness of all District requirements and Board of Education policies.

**PHYSICAL STANDARDS**

The work environment and physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals to perform the essential functions. These physical standards are generic in nature and tasks may vary dependent on school site or specialized department assignment.

**Work Environment:**

While performing the duties of this job, the employee works in several environments and travels in a personal vehicle to various sites. Contact with staff, students, parents and the public on some level is constant. Employees in this position may have higher exposure to infection from students. The ability to meet multiple demands from several people concurrently is essential. The noise level is usually moderate.

**Physical Demands:**

**FULLERTON SCHOOL DISTRICT  
Fullerton, California**

**DIRECTOR OF ADMINISTRATIVE SERVICES**

This position classification requires light work that involves sitting, and some lifting of up to 50 pounds unassisted, and over 50 pounds with assistance. It may require walking, standing, or sitting for extended periods or may require immediate response in the event of emergencies or disaster and the ability to work well under stressful circumstances. The employee is occasionally required to climb or balance and stoop, kneel, crouch or crawl. This position requires the ability to accurately perceive sound, normal near and far vision, depth perception, handling and working with materials and objects, and accurate interpretation of body language.

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned. The conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

DISCUSSION/ACTION ITEM

**DATE:** May 21, 2019  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE NEW JOB DESCRIPTION FOR TEACHER ON SPECIAL ASSIGNMENT (TOSA) – SPECIAL EDUCATION

Background: Pursuant to the April 9, 2019 Board approved Memorandum of Understanding between Fullerton Elementary Teachers Association (FETA) and the District, a new job description is needed to direct the duties and responsibilities of the Teacher of Special Assignment (TOSA) in Special Education.

Rationale: Job descriptions define the roles and responsibilities of a specific job classification.

Funding: General Fund.

Recommendation: Approve new Job Description for Teacher on Special Assignment (TOSA) – Special Education.

CH:nm  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**Fullerton, California**

**TEACHER ON SPECIAL ASSIGNMENT – SPECIAL EDUCATION**

**DEFINITION:**

Under direction of the assigned administrator, the Teacher on Special Assignment is responsible for leadership, planning, development, implementation and support for the assigned program/curricular area/site.

**REPRESENTATIVE DUTIES AND RESPONSIBILITIES:**

- Facilitate initial communication with the parents for Special Education regarding Special Education information, process, expectations, and resources
- Collaborate and work effectively with colleagues, parents, and various District teams. Work directly with Special Education staff to provide collaborative one-on-one support and classroom-based demonstrations: data driven planning/goals; curriculum support; classroom management; IEP/report writing; transition meetings; instructional strategies; support behavior management strategies
- Plan, facilitate, design and/or provide special education training to staff and parents
- Coordinate and provide special education resources through online access
- Assist as the support liaison to Educational Services staff in the coordinated efforts of providing District-wide professional development
- Provides coaching and mentoring to teachers of Special Education using a variety of coaching models and strategies
- Participates on Special Education committees
- Collaborates and works effectively with various teams
- Support standards based lesson design and implementation
- Provide feedback/updates to the assigned administrator
- Complete assigned paperwork in a timely manner
- Other duties as assigned

**EMPLOYMENT STANDARDS:**

**Education**

Bachelor's Degree or higher from an accredited college or university

**Credential/License**

Valid California Credential or license authorizing service as a Education Specialist teaching credential, Early Childhood Special Education teaching credential, or Clinical Rehabilitative Services Credential; valid California Administrative Credential is desirable; valid California Driver's License.

**Experience**

A minimum of three (3) years elementary or secondary school teaching; experience in a school district leadership capacity is desirable.

**Knowledge of:**

Individuals with Disabilities Education Act Law; Notice of Procedural Safeguards for Special Education; California State Standards, principles, methods, techniques and strategies pertaining to teaching and instruction of K-8 pupils; K-8 curriculum; use and support of technology; the principles of staff development; principles of behavior management; conflict resolution procedures; interpersonal skills using tact, patience and courtesy.

**FULLERTON SCHOOL DISTRICT**  
**Fullerton, California**

**TEACHER ON SPECIAL ASSIGNMENT – SPECIAL EDUCATION**

**Ability to:**

Ability to support the use of current research and theory in the instructional program; ability to support the planning and implementation of lessons based on school objectives and the needs and abilities of students; present model lessons; observe lessons and give teachers feedback; support behavior management strategies aligned with current Special Education research strategies; establish and maintain effective relationships with District staff, teachers, students and parents; demonstrate skill in oral and written communications; perform duties with awareness of all District requirements and Board of Education policies; analyze situations accurately and adopt an effective course of action; prioritize and schedule work; meet schedules and timelines; work independently with little direction and confidentially with discretion; work under pressure and with distractions.

\*\* Specific knowledge and abilities necessary are based on the nature and location of the assignment

**PHYSICAL STANDARDS:**

The work environment and physical demands of the positions as described below are representative of those that must be met by an employee to successfully perform the essential functions of a position in this general instructional category. Reasonable accommodations may be made to enable individuals to perform the essential functions of a specific position. These physical standards are generic in nature and tasks may vary dependent on school site or specialized department assignment.

**Work Environment:**

*While performing the duties of this job, the employee works in several environments and may travel in a personal vehicle to sites. The employee's primary responsibility is working with teachers and administrators in the office and in the classroom. Employees in this position may have a higher level of exposure to infection from students when working in the classroom. There is also frequent contact with staff and public and the need to meet multiple demands from several people. The noise level is moderate.*

**Physical Demands**

*The physical demands of this position include frequent sitting and standing for extended periods of time. The employee may occasionally lift, push, pull and/or move up to 50 pounds. Repetitive bending at the waist, as well as kneeling, stooping and crouching is also required. Employees may reach overhead, as well as above the shoulders and horizontally. Dexterity of hands and fingers to demonstrate activities or run instructional equipment is required, as is hearing and speaking to exchange information, make presentations, hear in a noisy environment and locate the source of a sound. Seeing to read a variety of materials and monitor student activities is also required.*

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned. The conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ADMINISTRATIVE REPORT

**DATE:** May 21, 2019  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Assistant Superintendent, Educational Services  
**PREPARED BY:** Susan Albano, Director, Educational Services  
**SUBJECT:** Local Control Accountability Plan (LCAP) and Annual Update

Background: The Local Control Funding Formula (LCFF) requires school district stakeholders to develop a funding accountability plan called the Local Control and Accountability Plan (LCAP) and Annual Update. The LCAP identifies goals, process indicators (metrics) for all pupils, each state priority and any local priorities, and actions and services to meet the identified goals. The final draft of the LCAP will be presented in a public meeting of the Board of Trustees for a public hearing on June 4, 2019 and subsequent approval on June 18, 2019. The LCAP must be submitted annually to the Orange County Department of Education for approval by July 1, 2019.

Rationale: The preliminary draft of the Fullerton School District (FSD) LCAP and Annual Update will be presented for Board and public review. The LCAP Advisory Committee members shall report on the LCAP required components: 1) FSD Board of Trustee's Annual Goals & State Priorities, 2) Stakeholder Engagement, 3) Goals & Progress Indicators, 4) Actions, Services, and Expenditures, and 5) Annual Update.

Funding: Not applicable.

Recommendation: Not applicable.

EF:SA:nm



ADMINISTRATIVE REPORT

**DATE:** May 21, 2019

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

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

**SUBJECT:** “SUNSHINE” FULLERTON SCHOOL DISTRICT’S 2019/2020 PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm  
Attachment

**FULLERTON SCHOOL DISTRICT  
SUNSHINE**

Initial Bargaining Proposal to the California School Employees Association  
and its Fullerton Elementary Chapter 130 (CSEA)

2019-2020

May 21, 2019

The Fullerton School District (District) notifies CSEA of the District's intent to modify or amend the July 1, 2018 through June 30, 2021 agreement as outlined in Article 22 – Reopeners. The District desires to alter or amend the following articles as indicated and present the District's proposals for public discussion in accordance with Government Code §3547:

**Article 6: Pay and Allowances**

The District has an interest in negotiating unit member pay and allowances for the 2019-2020 school year.

**Article 8: Health Insurance**

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

**Article 20: Distribution**

The District has an interest in negotiating and modifying the language of this article.

The District reserves the right to add to, delete, or modify these proposals as determined through the negotiation process.

ADMINISTRATIVE REPORT

**DATE:** May 21, 2019  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** “SUNSHINE” FULLERTON SCHOOL DISTRICT’S 2019/2020 PROPOSAL TO NEGOTIATE WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm  
Attachment

**FULLERTON SCHOOL DISTRICT  
SUNSHINE**

Initial Bargaining Proposal to the Fullerton Elementary Teachers  
Association (FETA)  
2019-2020  
May 21, 2019

As agreed between the parties in Article 4 Section A of the Collective Bargaining Agreement between the Fullerton School District and FETA, the Fullerton School District is “sunshining” to the public its Initial Bargaining proposal for 2019-2020.

**Article 2: Recognition**

The District has an interest to update the language in order to reflect the included and excluded certificated positions.

**Article 11: Evaluation**

The District has an interest in reviewing and updating the evaluation article to incorporate language from the MOU Pilot into the agreement.

**Article 13: Leaves of Absence**

The District has an interest in the updating the language to ensure alignment with current laws and District practices.

**Article 16: Salaries**

The District has an interest in negotiating unit member pay and allowances for the 2019-2020 school year.

**Article 17: Fringe Benefits**

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

The District reserves the right to submit additional mutually agreed upon items not submitted in this proposal as agreed upon by both parties.

Chad Hammitt, Ed. D.

Assistant Superintendent Personnel Service, Fullerton School District

ADMINISTRATIVE REPORT

**DATE:** May 21, 2019

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

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

**SUBJECT:** “SUNSHINE” FULLERTON ELEMENTARY TEACHERS ASSOCIATION’S  
2019/2020 PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL  
DISTRICT

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm  
Attachment

Fullerton Elementary Teachers Association, FETA,  
Sunshine Bargaining Proposal Bargaining Agreement  
between the Fullerton Elementary Teachers Association, FETA  
and the Fullerton School District  
May 15, 2019

In compliance with Contractual Language agreed to between FETA and the District, FETA is "sunshining" to the public its intent to reopen negotiations for 2019-2020.

Articles already agreed upon by both parties from the previous settlement agreement:

**Article 16** Salaries

**Article 17** Fringe Benefits

Mutually Agreed Upon Articles:

**Article 29 Misc. Provisions**

FETA is interested in addressing several Misc. items, including, but not limited to Special Education.

Two Additional Articles added by FETA:

**Article 8 Hours of Employment**

**Article 14 Class Size**

FETA reserves the right to submit additional mutually agreed upon items not submitted in this proposal as agreed upon by both parties from previous settlement.

Dottie Pendleton

FETA Negotiations Chair