

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

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

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

President Beverly Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:00 p.m. and Trustee Chris Thompson led the pledge of allegiance to the flag.

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

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

Recess to Closed Session – Agenda

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

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

Pursuant to Government Code Section 54956.9(d)(1)  
Case: Bertsch vs. Hadfield, et. Al

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

President Berryman reconvened the Board Meeting at 6:00 p.m. and Boy Scout Troop #292 and Cub Scout Pack #1294 (Orangethorpe School) led the pledge of allegiance. There was no report from Closed Session.

Introductions/Recognitions:

Ginger Frady (Principal at Orangethorpe School) presented an overview of Orangethorpe School's many programs and activities. Student Council members were introduced: Garrett Sanchez (President), Nathaniel Arizon (Vice President), Sharon Perez (Secretary) Naileen Moran (Treasurer) and Makaela Brown- Muthoni (School Spirit).

Speech and Debate students: Addie Roque (Parks JHS), Alyson Jeong (Parks JHS) and Donny Cannady (Nicolas JHS) presented an overview of their Speech and Debate competition presentations. Sal Tinajero introduced the Speech and Debate program.

Helene Morris, Director of Administrative Services, recognized the Positive Behavior Intervention and Supports (PBIS) State Awards. In the Silver category the following schools were recognized: Beechwood, Fern Drive, Orangethorpe, Sunset Lane, Woodcrest, and Nicolas JHS. In the Gold category: Pacific Drive School and in the Platinum category: Robert C. Fisler School.

Public Comments

Karen Lee, Shirley Kao, and Laura Dippold (Robert C. Fisler community members) shared their concerns about students who do not reside within the Fullerton boundaries and attend Robert C. Fisler School. Their concern is that there is not enough enrollment space at their school to allow for resident students to attend their home school. Parents spoke about their mellaroods and their concerns they are bearing the burden of tax dollars for other students who do not live in the Robert C. Fisler School attendance area. Another parent spoke about safety traffic concerns as more transfer students attend Robert C. Fisler School.

MJ Noor, President of the Parents Voice, stated Jennifer Harris (Board Candidate) has been utilizing the "Parents Voice" slogan in her campaign and Dr. Noor stated Mrs. Harris is not affiliated or endorsed by the Parents Voice Organization. Dr. Noor stated that Mrs. Harris' statements are misleading and creates a false impression she is affiliated or supported by the Parents Voice. In addition, Dr. Noor stated the Parents Voice is supporting Beverly Berryman in her race to continue as Board of Trustee for the Fullerton School District.

### Superintendent's Report

Dr. Bob Pletka thanked and shared his appreciation to Dr. Emy Flores (Assistant Superintendent of Educational Services) and the Educational Services Department staff who are supporting Speech and Debate throughout FSD Schools. He invited the Board to the Partnership with Administration and Labor (PAL) Retreat on November 6, 2018.

### Information from the Board of Trustees

Trustee Meyer- absent

Trustee Sugarman- She shared Jason Chong (Teacher on Special Assignment for FSD) is the newly elected Board Member for the Buena Park School District. She announced October 13, 2018, is the Toast to Learning Wine Auction. Trustee Sugarman shared details about several auction items that will be available at the event. She was able to attend the FESTO Lab grand opening on September 24, 2018, at Nicolas JHS. Trustee Sugarman also attended the Anaheim Ducks rink donation at Richman School on September 14, 2018.

Trustee Vazquez – No report.

Trustee Thompson- He stated that he does not agree any public comments should include any comments or statements that are politically based or endorsing any candidate.

President Berryman- She commended the Innovation and Instructional Support department including Wes Kriesel, Pablo Diaz, and Jason Chong. She read a thank you card received by retired Principal at Ladera Vista JHS (Randa Schmalfeld). President Berryman also gave a shout out to Nutrition Services for providing a school calendar that includes FSD student drawings for each month.

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

PTA Council – no report.

FETA –Mark Jacobs- He shared that FETA has a very good working relationship with school administration and the Board. FETA representatives along with CSEA and administrators will be attending the West Coast Labor and Management Institute on October 24-25, 2018. FETA completed an interview process for all candidates for FSD Board of Trustees and FETA is endorsing Janny Meyer and Beverly Berryman (current Board Members).

CSEA – no report.

FESMA –no report.

President Berryman read the following statement in Open Session: *“The Fullerton School District Board of Trustees met both alone and with Dr. Robert Pletka on August 28, 2018 in closed session to discuss his performance evaluation. The Board commends Dr. Pletka for his success in preparing the students of the Fullerton School District for high school and beyond. He is to be commended on his focus and creativity to engage students in the learning process and of the programs that are offered to all students in the District. Dr. Pletka is also to be commended for his efforts to recruit, hire and develop a skilled and effective professional staff. There is not very many Superintendent's that interview all new hires before they start with the District, which in a District the size of Fullerton is very impressive. Lastly, he is to be commended for his work in promoting parent and community engagement in the school district. His efforts to build a culture where all parents and community members feel welcomed, respected and appreciated is acknowledged by the Board. We are pleased with the direction, progress and programming of our District and want to publically thank him for a job well done.”*

Dr. Pletka expressed his thankfulness to the Board and stated how much he enjoys being the Superintendent for the Fullerton School District.

### PATHFinder Program/Dream Catcher Presentation:

Julienne Lee, Principal at Robert C. Fisler School, and Sung Chi, Coordinator for Educational Services conducted a presentation regarding the PATHFinder and Dream Catcher Program at the Fullerton School District. For the PATHFinder Program all 5th-8th grade students will cultivate their passions and efficacy through personal, educational and professional discovery, guided by a college/ career pathway.

It's based on the following Board Goal: Our goal is to prepare students to be successful in high school, college and career by fostering students' personalized interest and passion.

Students will be able to identify interests and a pathway to college and career by 8th grade. Dream Catcher celebrates students who act upon their passions, live out their dreams, and impact their community.

### Approve Minutes

Moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 4-0 to approve minutes of the Special meeting on August 28, 2018.

Moved by Jeanette Vazquez, seconded by Chris Thompson and carried 3-0 to approve the minutes of the Regular meeting on September 4, 2018 (Trustee Sugarman abstained for being absent at the September 4<sup>th</sup> Board Meeting).

Moved by Jeanette Vazquez, seconded by Hilda Sugarman and carried 4-0 to approve the minutes of the Special meeting on September 12, 2018.

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

#### Consent Items

Moved by Jeanette Vazquez, seconded by Hilda Sugarman, and carried 4-0 to approve the consent items including revised consent item #1a and pulling #1g. The Board commented on consent item #1b, #1hh, and #1ii.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered M22C0011 through M22C0020, M22D0054 through M22D0089, M22E0011 through M22E0026, M22M0121 through M22M0130, M22R0166 through M22R0492, M22T00010, M22V0060 through M22V0080, M22X0291 through M22X0320, and M22Y0055 for the 2018/2019 fiscal year.

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

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

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

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

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

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

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

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

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

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

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

1o. Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award

Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of sports surfaces, carpet, sundries, and standard floor prep for installation of classroom carpet at Nicolas Junior High School, Rooms 3, 18, and 19.

1p. Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of materials as part of the student STEM Lab at Laguna Road Elementary School.

1q. Approve Notice of Completion for KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of sports surfaces, carpet, sundries, and standard floor prep for installation of carpet at Laguna Road Elementary School library and school site offices.

1r. Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of handicap signs and posts necessary for the Division of the State (DSA) compliance for Orangethorpe Elementary School.

1s. Approve Notice of Completion for New Dimension General Construction as part of the Unit Price Contract (UPC) for general contractor services to remove two windows, install two doorways and doors, and the installation of new carpet and relocation of lower cabinets in the principal's office of Valencia Park Elementary School.

1t. Approve Notice of Completion for KYA Services, LLC, for the purchase of materials to repair, upgrade, and create a new dance classroom floor at Nicolas Junior High School.

1u. Approve piggyback bid for the purchase, lease, relocation, dismantling, and removal of Division of State Architect (DSA) approved portable buildings from Elite Modular Leasing and Sales, Inc., from Savanna School District Award Bid SSPU #40-09/2016-17 through January 16, 2019.

1v. Approve Words Alive Parent Engagement Program Agreement effective September 26, 2018 through May 31, 2019.

1w. Approve Agreements between Fullerton School District and the Assistance League of Fullerton for Vision Screening and the Vision Referral Project.

1x. Approve/Ratify Agreement between The Regents of the University of California and Fullerton School District for Behavioral Support Services effective August 7, 2018 through June 30, 2019.

1y. Approve/Ratify Agreement between Fullerton School District and Sage Behavioral Services for Applied Behavioral Analysis (ABA) services by licensed professionals effective August 13, 2018 through July 5, 2019.

1z. Approve/Ratify Agreement between Fullerton School District and Kid Healthy/OneOC for Richman School from August 13, 2018 through June 30, 2018.

1aa. Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Raymond School on November 26-27, 2018.

1bb. Approve Nonpublic Agency Master Contracts with Pioneer Healthcare Services, LLC, and RoHealth effective September 26, 2018 through June 30, 2019.

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

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

1ee. Approve Agreement between Fullerton School District and Key2Ed, Inc., for professional

development training on October 4, 2018.

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

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

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

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

1jj. Approve/Ratify Classified Personnel Report.

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

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

#### Regarding #1g:

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

After Board discussion, it was moved by Jeanette Vazquez, seconded by Hilda Sugarman and carried 3-0-1 (Trustee Thompson abstained) to approve Order Agreement between Fullerton School District and National CineMedia for Movie Theatre Marketing Campaign.

#### Public Hearing

President Berryman conducted a public hearing at 7:45 p.m. to allow for public comment regarding the adoption of Resolution #18/19-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2018/2019. Hearing no public comments, the public hearing was closed at 7:46 p.m.

#### Discussion/Action Items:

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

It was moved by Chris Thompson, seconded by Jeanette Vazquez and carried 4-0 to adopt Resolution #18/19-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2018/2019.

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

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 4-0 to approve Resolution #18/19-12 proclaiming October 8-14, 2018 as Week of the School Administrator in the Fullerton School District.

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

Dr. Rob Coghlan, Assistant Superintendent of Business Services, stated solar project have some structures that are exempt and the Board passes a Resolution that these projects are exempt. It was then moved by Chris Thompson, seconded by Jeanette Vazquez and carried 4-0 to adopt Resolution #18/19-13: California Environmental Quality Act (CEQA) Exemption for Energy Conservation Facilities Project.

#### Public Hearing

President Berryman conducted a public hearing at 7:52 p.m. to allow for public comment regarding the adoption of Resolution #18/19-14 granting a Power Purchase Agreement between Fullerton School District and PFMG Solar, LLC.

Dr. Rob Coghlan shared the District's savings throughout future years is approximately 2.8 million and there is zero capital cost to the District. The District is receiving a fixed price over 25 years and the District only pays what solar energy it produces. PFMG Solar is responsible for any repairs.

Mark Jacobs (FETA President) inquired about up-front costs involved and the preliminary locations of the solar panels. Dr. Coghlan responded there are no up-front costs and that the District would work with Principals and sites for locations of solar structures. Dr. Shayna Charles, community member/parent, asked for a timeline for installation. Dr. Coghlan responded the majority of the work would be completed during the summer. In addition, there is an educational component that PFMG Solar offers and the company does not have change orders. Egleth Nuncci, parent, inquired about the safety of the structures and Dr. Coghlan shared the installations all go through DSA inspection. Dr. Shayna Charles stated there should be a formal process in which schools get prioritized for installation based on some point index. Dr. Coghlan stated the Board would be part of the process on where to install solar structures. Hearing no further comments, the public hearing was closed at 8:13 p.m.

#### Discussion/Action Items:

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

It was moved by Jeanette Vazquez, seconded by Chris Thompson, and carried 4-0 to adopt Resolution #18/19-14 granting a Power Purchase Agreement between Fullerton School District and PFMG Solar, LLC.

#### Administrative Reports:

3a. Developer Fees Report

Dr. Robert Coghlan, discussed with the Board the Developer Fees Report. Trustee Vazquez inquired to receive a list of developer fees projects.

3b. First Reading New Board Policy 3230

New Board Policy:

Section Title: Business and Non-instructional Operations

BP 3230, Federal Grant Funds

First Reading of New BP 3230. The Board will be presented with second reading and approval at their October 9, 2018, Board Meeting.

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

Trustee Vazquez inquired to receive information on joint use agreements with the City of Fullerton and crossing guard information.

#### Adjournment:

President Berryman adjourned the Regular meeting on September 25, 2018, at 8:28 p.m.

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Clerk/Secretary, Board of Trustees



FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, October 9, 2018  
5:30 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

•Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]

•Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

• Conference with Legal Counsel – Pending Litigation

Pursuant to Government Code Section 54956.9(d)(1)

Case: Bertsch vs. Hadfield, et. al.

Case No.18CV1737 GPC JLB

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

Taylen Robbins (Student Body President leading Pledge of Allegiance)

Introductions/Recognitions

Nicolas JHS School Report

Catch Me at My Best Recipients

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting September 25, 2018

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

Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered M22C0021 through M22C0026, M22D0090 through M22D0106, M22E0027 through M22E0039, M22M0131 through M22M0143, M22R0493 through M22R0556, M22T0011 through M22T0016, M22V0081 through M22V0086, M22X0321 through M22X0323, and M22Y0056 through M22Y0059 for the 2018/2019 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 210158 through 210202 for the 2018/2019 school year.

1e. Approve/Ratify warrants numbered 118060 through 118260 for the 2018/2019 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13078 through 13110 for the 2018/2019 school year

1g. Adopt Resolutions numbered 18/19-B005 through 18/19-B007 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1h Award contract to Rug-Ed Products, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-18-00-0120A, for the purchase of non-information technology commodities.

1i. Approve contract between Fullerton School District and Fast Deer Charter, Inc., to provide transportation for field trips, effective October 10, 2018 through June 30, 2019.

1j. Approve contract between Fullerton School District and Transportation Charter Services, Inc., to provide transportation for field trips, effective October 10, 2018 through June 30, 2019.

1k. Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of materials necessary to ensure student safety at the playground located at Maple Elementary School.

1l. Approve Notice of Completion for KYA Services, LLC, for Fullerton School District as part of the Piggyback Bid for Palo Verde Unified School District for the purchase of re-piping and replacement items at Fullerton School District's Nutrition Services Food Preparation Building and Offices.

1m. Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of materials and equipment necessary for structural beam repairs at Richman Elementary School.

1n. Approve Notice of Completion for KYA Services, LLC, as part of California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of needed materials as part of the kindergarten student playground area repairs and improvements at Maple Elementary School.

1o. Approve Notice of Completion for Progressive Surface Solutions as part of the Districtwide Unit Cost

Contract for the removal of existing damaged and worn carpet and tile with the application of new vinyl tile and carpet for Pacific Drive Elementary Schools Media Center.

1p. Approve Change Orders #1, #2, and #3 from DBMC, Inc., for Ladera Vista Junior High School of the Arts 2018 Modular Buildings, FSD-17-18-GF-06.

1q. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2018 – September 30, 2018).

1r. Approve/Ratify agreement between Fullerton School District (FSD) and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Positive Behavioral Intervention and Supports (PBIS) training per the PBIS Service Plan effective September 1, 2018 through June 30, 2019.

1s. Approve/Ratify the 2018/2019 After School Education and Safety Program Contract.

1t. Approve agreement with Mark Schumacher for presentation at the Partnership between Administration and Labor (PAL) Retreat on November 6, 2018.

1u. Approve OC Healthy Schools Initiative Grant between Fullerton School District and Orange County Department of Education, United Way, and Kid Healthy from October 10, 2018 through August 31, 2019.

1v. Approve Independent Contractor Agreement between Fullerton School District's Nutrition Services Department and Nancy Wikes for services as Nutrition Specialist from November 1, 2018 through October 31, 2019.

1w. 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 November 15, 2018 through February 7, 2019.

#### Discussion/Action Items:

2a. Adopt New Board Policy 3230

New Board Policy:

Section Title: Business and Non-instructional Operations

BP 3230, Federal Grant Funds

#### Public Hearing:

Conduct public hearing to appoint Janet McNeil to the personnel commission.

2b. Appoint recommendation to reappoint Janet McNeil as the Board of Trustees' representative to the Personnel Commission.

#### 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, November 13, 2018, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen\_serna@myfsd.org), if you would like a Korean or Spanish interpreter to

be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

CONSENT ITEM

**DATE:** October 9, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), stipend(s), 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 OCTOBER 9, 2018

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
547	Bagger	Danielle	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	6/04/18-08/08/18
549	Bagger	Danielle	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
547	Beleber	Judith	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
549	Ettinger	Julianne	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
547	Floyd	Martha	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
547	Grimm	Estella	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
549	Grimm	Estella	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
547	Jacobs	Mark	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-8/08/18
523	Kim	Sejin	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE eleven (11) hours for iPad Orientation and Password Desk. Budget 0130423109-1101	08/07/18-08/08/18
547	Lee	Angela	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
549	Marenco-Rada	Adriana	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
548	Oeding	Eden	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
549	Oeding	Eden	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
548	Prado	Crystal	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
549	Prado	Crystal	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
549	Romo	Sylvia	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
549	Sais	Kathleen	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
548	Silva	Yvonne	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
525	Smith	Susan	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for iPad Orientation. Budget 0130423109-1101	08/07/18-08/08/18

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 9, 2018

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
548	Spector	Daryl	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
548	Stout	Rosalie	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE eighteen (18) hours for Curriculum Planning. Budget 0121224101-1101	06/04/18-08/08/18
549	Stout	Rosalie	Raymond	Teacher	Extra Hours	Approve contracted hourly rate NTE two (2) hours for Leadership Team Meeting. Budget 0130424109-1101	8/7/18
	Hernandez	Leslie	Golden Hill	Teacher	New Hire		10/10/18
	Brown	Jenny	District Office	Substitute Teacher	New Hire		9/27/18
	Cuccia-Aguirre	Kassidy	District Office	Substitute Teacher	New Hire		9/26/18
	Ruiz	Lauren	District Office	Substitute Teacher	New Hire		9/28/18
	Margaret	Jones	District Office	Substitute Teacher	New Hire		9/21/18
	Kuster	Megan	District Office	Substitute Teacher	New Hire		9/24/18
	Nguyen	Mellodee	District Office	Substitute Teacher	New Hire		9/26/18
520	Toone	Lorena	Acacia	Focus Teacher	New Hire		10/15/18
528	Erickson	Jessica	Orangethorpe	Teacher	Stipend	Approve stipend of \$120 per day, NTE one (1) day for PLC Meeting. Budget 0121221101-1101	8/8/18
577	Wenthur	Nicole	Golden Hill	Teacher	Stipend	Approve stipend of \$120 per day, NTE one (1) day for PBIS Roll Out Planning. Budget 0130215101-1101	8/3/18
549	Wenthur	Nicole	Golden Hill	Teacher	Stipend	Approve stipend of \$120 per day, NTE one (1) day for Leadership Team Planning. Budget 0130415101-1101	8/1/18

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 October 9, 2018.

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Clerk/Secretary

CONSENT ITEM

**DATE:** October 9, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**SUBJECT:** **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

RC:gs  
Attachment



**FULLERTON SCHOOL DISTRICT****Gifts: October 9, 2018**

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<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>PURPOSE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Fern Drive	Lifetouch	Community Partner(s)	monetary donation	classroom and teacher supplies	\$390.14
Golden Hill	Mixed Bag Designs, Inc.	Community Partner(s)	monetary donation	overnight trips	\$86.00
Hermosa Drive	Diana Volpe	Parent(s)	monetary donation	Hermosa Drive garden	\$1,070.00
Ladera Vista J.H.	Cantrell Photography Inc.	Community Partner(s)	monetary donation	for the school	\$953.00
Parks J.H.	Michael Day	Parent(s)	monetary donation	vocal/choir	\$100.00
Parks J.H.	Greatlakes Reyes Bottling	Community Partner(s)	monetary donation	for the school	\$22.81
Parks J.H.	Chris Jhawar	Parent(s)	monetary donation	vocal/choir	\$100.00
Parks J.H.	Eun Kim	Parent(s)	monetary donation	vocal/choir	\$100.00
Parks J.H.	Antonette Marcaida	Parent(s)	monetary donation	vocal/choir	\$100.00
Parks J.H.	Brent Park	Parent(s)	monetary donation	vocal/choir	\$100.00
Parks J.H.	Servants Catering	Community Partner(s)	monetary donation	for the school	\$1,148.00
Parks J.H.	Manish Thakker	Parent(s)	monetary donation	vocal/choir	\$100.00
Valencia Park	Amy Hoang	Parent(s)	monetary donation	Outdoor Ed	\$300.00

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Melissa Greenwood, Director, Business Services

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED M22C0021 THROUGH M22C0026, M22D0090 THROUGH M22D0106, M22E0027 THROUGH M22E0039, M22M0131 THROUGH M22M0143, M22R0493 THROUGH M22R0556, M22T0011 THROUGH M22T0016, M22V0081 THROUGH M22V0086, M22X0321 THROUGH M22X0323, AND M22Y0056 THROUGH M22Y0059 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 M22C0021 through M22C0026, M22D0090 through M22D0106, M22E0027 through M22E0039, M22M0131 through M22M0143, M22R0493 through M22R0556, M22T0011 through M22T0016, M22V0081 through M22V0086, M22X0321 through M22X0323, and M22Y0056 through M22Y0059 for the 2018/2019 fiscal year.

RC:MG:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/09/2018**

FROM 09/07/2018 TO 09/20/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22C0021	ORANGE CNTY DEPARTMENT OF EDUC	85.00	85.00	0130420109 5210	LCFF Base Instruction Nicolas / Conferences and Meetings
M22C0022	ORANGE CNTY DEPARTMENT OF EDUC	60.00	60.00	0130420109 5210	LCFF Base Instruction Nicolas / Conferences and Meetings
M22C0023	UC REGENTS	125.00	125.00	0140155239 5210	Curriculum Development Discret / Conferences and
M22C0024	UC REGENTS	250.00	250.00	0140155239 5210	Curriculum Development Discret / Conferences and
M22C0025	CALIFORNIA MATH COUNCIL	195.00	195.00	0111630107 5210	Cotsen Foundation Instr Fisler / Conferences and Meetings
M22C0026	ORANGE CNTY DEPARTMENT OF EDUC	30.00	30.00	0121221101 5210	Title I Orangethorpe Instr / Conferences and Meetings
M22D0090	NASCO WEST INC	152.44	152.44	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22D0091	SEGERSTROM CENTER FOR THE ARTS	1,170.00	1,170.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
M22D0092	SCHOOL HEALTH CORPORATION	48.28	48.28	0130225271 4350	LCFF Suppl Admin Richman / Materials and Supplies
M22D0093	EAGLE COMMUNICATIONS	1,880.48	1,880.48	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22D0094	VEX ROBOTICS INC	540.44	540.44	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22D0095	CM SCHOOL SUPPLY COMPANY	117.73	117.73	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0096	SITSPOTS	150.18	150.18	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
M22D0097	FITNESS FINDERS INC	176.57	176.57	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
M22D0098	BARNES AND NOBLE INC	2,259.25	2,259.25	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
M22D0099	HEINEMANN PUBLISHING	142.31	142.31	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
M22D0100	THE JUICE PLUS+ COMPANY LLC	1,487.35	1,487.35	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
M22D0101	AMAZON.COM	59.23	59.23	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22D0102	AMAZON.COM	354.15	354.15	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22D0103	EAGLE COMMUNICATIONS	274.76	274.76	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22D0104	CDW.G	200.54	200.54	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
M22D0105	EAGLE COMMUNICATIONS	326.48	326.48	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
M22D0106	AMAZON.COM	137.83	137.83	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
M22E0027	LLOYD DAVIES, WENDY	18.32	18.32	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/09/2018**

FROM 09/07/2018 TO 09/20/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22E0028	RIOS, HUGO	299.70	299.70	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
M22E0029	LOMELI, ANITA	79.30	70.69	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
			8.61	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
M22E0030	RUIZ, FRANCES	477.83	477.83	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
M22E0031	DILUIGI, JESSICA	247.35	247.35	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
M22E0032	CENTENO, CRISTINA	69.94	69.94	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
M22E0033	KNOWLES, JUDY	342.75	342.75	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22E0034	KHAN, ARSHIYA	190.99	190.99	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22E0035	GRIGOROV, STEPHANY	51.96	51.96	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
M22E0036	EYRE, GABRIELA	65.11	65.11	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
M22E0037	HERNANDEZ, EVELIN	257.12	257.12	0111610107 4310	Cotsen Foundation Instr Acacia / Materials and Supplies
M22E0038	GARDNER, JODY	81.87	81.87	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
M22E0039	MYERS, KYLE	22.91	22.91	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22M0131	RETROTEL INC	369.42	369.42	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
M22M0132	RETROTEL INC	574.53	574.53	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
M22M0133	ORTIZ TRACTOR SERVICE	600.00	600.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0134	ES ENGINEERING SERVICES LLC	4,000.00	4,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0135	REYES, FREDRICK ANTHONY	3,000.00	3,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0136	COVENANT AIR SYSTEMS	530.00	530.00	0154253829 5640	Custodial Discretionary / Repairs by Vendors
M22M0137	STATE ARCHITECT, DIVISION OF T	8,807.53	8,807.53	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22M0138	R TURNER ASSOCIATES LLC	1,592.98	1,592.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22M0139	GORM INC	281.98	281.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22M0140	JOHN R BYERLY INC	17,029.00	17,029.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0141	COMMERCIAL A PLUS SERVICES INC	1,055.00	1,055.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/09/2018**

FROM 09/07/2018 TO 09/20/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22M0142	PROFESSIONAL TURF SPECIALTIES	155,880.00	155,880.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
M22M0143	HAULAWAY STORAGE CONTAINERS IN	277.76	277.76	0153353859 5899	Maintenance Facilities DC / Other Expenses
M22R0493	WILEY PUBLISHING	195.00	195.00	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R0494	IXL MEMBERSHIP SERVICES	8,400.00	8,400.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
M22R0495	ACHIEVE3000 INC	2,290.00	2,290.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0496	CURRICULUM ASSOCIATES LLC	10,492.25	10,492.25	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
M22R0497	FRECKLE EDUCATION INC	3,900.00	3,900.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22R0498	EXPLORELEARNING	2,472.86	2,472.86	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
M22R0499	MOBYMAX	747.00	747.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
M22R0500	LITERACY PARTNERS LLC	7,973.50	7,973.50	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22R0501	MCGRAW HILL EDUCATION INC	11,680.50	11,680.50	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
M22R0502	NEARPOD INC	30,000.00	30,000.00	0181200000 8560	Prop 20 Lottery Inst Matls Rev / State Lottery Revenue
M22R0503	COLETTE'S CATERING AND EVENTS	3,901.44	3,901.44	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R0504	WINNOW AND GLEAN	1,500.00	1,500.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
M22R0505	GUIDED DISCOVERIES INC.	4,240.00	4,240.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
M22R0506	GUIDED DISCOVERIES INC.	2,600.00	2,600.00	0130419109 5850	LCFF Base Instruction Maple / Admission Fees
M22R0507	FULLERTON COLLABORATIVE	1,000.00	1,000.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
M22R0508	NATIONAL CINEMEDIA LLC	19,200.00	9,600.00	0152557709 5800	Board Discret / Other Contracted Services
			9,600.00	0152657719 5800	Superintendent Discret / Other Contracted Services
M22R0509	IXL MEMBERSHIP SERVICES	3,825.00	3,825.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22R0510	SPELLINGCITY.COM INC	121.22	121.22	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
M22R0511	AEROMARK	51.72	51.72	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22R0512	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
M22R0513	OC UNITED TOGETHER	431.00	431.00	0121222101 5805	Title I Pacific Drive Instr / Consultants

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/09/2018**

FROM 09/07/2018 TO 09/20/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0514	CDW.G	2,500.00	2,500.00	0138455109 4310	Ed Services Instruction / Materials and Supplies Instr
M22R0515	TINAJERO, SALVADOR	30,000.00	30,000.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
M22R0516	GENERAL BINDING CORP	756.51	756.51	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
M22R0517	SUPPLY MASTER	350.90	350.90	0152657719 4350	Superintendent Discret / Materials and Supplies Office
M22R0518	LAKESHORE LEARNING	79.44	79.44	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R0519	OCEAN INSTITUTE	6,090.00	6,090.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
M22R0520	SHOWBIE	540.00	540.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
M22R0521	SUPER DUPER PUBLICATIONS	309.63	309.63	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
M22R0522	SUPER DUPER PUBLICATIONS	1,707.51	1,707.51	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
M22R0523	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
M22R0524	ONEOC	8,000.00	8,000.00	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
M22R0525	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
M22R0526	ART SUPPLY WAREHOUSE	1,488.23	1,488.23	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
M22R0527	ULINE INC	172.40	172.40	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
M22R0528	SUPER DUPER PUBLICATIONS	288.34	288.34	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
M22R0529	HOUGHTON MIFFLIN COMPANY	2,440.25	2,440.25	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protocols
M22R0530	WESTERN PSYCHOLOGICAL SERVICES	1,322.93	1,322.93	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protocols
M22R0531	PEARSON ASSESSMENT INC	1,378.44	1,378.44	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R0532	PRO ED	817.19	817.19	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
M22R0533	ROYAL FIREWORKS PUBLISHING	117.75	117.75	0111555103 4310	Gifted and Talented Education / Materials and Supplies
M22R0534	ASSOC OF CA SCHOOL ADMINISTRAT	1,857.40	1,857.40	0152657719 5310	Superintendent Discret / Dues and Memberships
M22R0535	MUSIC THEATRE INTERNATIONAL	734.99	734.99	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22R0536	MUSIC THEATRE INTERNATIONAL	734.99	734.99	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
M22R0537	SATELLITE PHONE STORE	816.31	816.31	8152451741 5900	Property and Liability / Communications

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/09/2018**

**FROM 09/07/2018 TO 09/20/2018**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22R0538	CARESOLACE.ORG	10,488.00	10,488.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
M22R0539	GENERAL BINDING CORP	199.00	199.00	0130219271 5640	LCFF Supplemental Admin Maple / Repairs by Vendors
M22R0540	SCHOLASTIC INC	237.25	237.25	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
M22R0541	TIME FOR KIDS MAGAZINE	384.69	384.69	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
M22R0542	UNIVERSITY OF OREGON	7,110.00	3,260.00 3,850.00	0139155333 4310 0151055339 4310	St Jude PBIS Grant Social Svcs / Materials and Supplies Child Welfare and AttendanceDC / Materials and Supplies
M22R0543	CC-PURCHASING	179.00	179.00	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R0544	CULVER NEWLIN INC	61.42	61.42	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R0545	OFFICE DEPOT BUSINESS SERVICE	367.60	367.60	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
M22R0546	CULVER NEWLIN INC	349.11	349.11	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22R0547	LEADERSHIP ASSOCIATES	6,500.00	6,500.00	0152657719 5310	Superintendent Discret / Dues and Memberships
M22R0548	SOUTHERN CALIFORNIA SUPERINTEN	150.00	150.00	0152657719 5310	Superintendent Discret / Dues and Memberships
M22R0549	LEADERSHIP ASSOCIATES	750.00	750.00	0152557709 5805	Board Discret / Consultants
M22R0550	ASSOC OF CA SCHOOL ADMINISTRAT	300.00	300.00	0152657719 5310	Superintendent Discret / Dues and Memberships
M22R0551	AMAZON.COM	129.52	129.52	0151354341 4310	Health Services / Materials and Supplies Instr
M22R0552	VENTURE PACIFIC INSURANCE SERV	5,299.00	5,299.00	6852458741 5450	Workers Comp Admin / Insurance Premiums
M22R0553	SUPPLY MASTER	122.84	122.84	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R0554	APPLE COMPUTER INC	160.55	160.55	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
M22R0555	AEROMARK	25.86	25.86	0153150759 4350	Warehouse DC / Materials and Supplies Office
M22R0556	OC UNITED TOGETHER	350.00	350.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
M22T0011	ANDREWS, JON	266.50	266.50	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22T0012	KRIS C. 714-447-7445	54.79	54.79	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
M22T0013	IMAGINAVI INC	320.02	320.02	0156556369 4362	Home to Sch Transportation DC / Supplies Uniforms
M22T0014	CASHIN, KRISTINA	54.79	54.79	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 10/09/2018**

**FROM 09/07/2018 TO 09/20/2018**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22T0015	PERSEUS ASSOCIATES LLC	6,875.00	6,875.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
M22T0016	A-Z BUS SALES	1,211.35	1,211.35	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
M22V0081	GEARY PACIFIC SUPPLY	7,349.63	7,349.63	0154253829 6450	Custodial Discretionary / Repl Equip Less Than \$10,000
M22V0082	AMERICAN MODULAR SYSTEMS INC	430,097.00	430,097.00	2568150859 6200	Amerige Hts New Dev Facilities / Buildings and Improve of
M22V0083	TUFF SHED INC	1,716.57	1,716.57	1234052101 6410	Qty Rating Impr Sys Instr / New Equip Less Than \$10,000
M22V0085	CDW.G	1,465.98	329.17	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
			1,136.81	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
M22V0086	CULVER NEWLIN INC	1,971.83	1,971.83	0152657719 6450	Superintendent Discret / Repl Equip Less Than \$10,000
M22X0321	CRONIN, JOANNA	2,500.00	2,500.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Instr
M22X0322	SEA CHANGE THERAPY LLC	30,000.00	30,000.00	0125554391 5866	LEA Medi Cal Reimb OT / Nonpublic Agency Services
M22X0323	MUSIC AND ARTS CENTER	2,200.00	1,500.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			700.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
M22Y0056	ANAHEIM UNION HIGH SCHOOL DIST	10,000.00	10,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
M22Y0057	ANAHEIM CITY SCHOOL DISTRICT	15,000.00	15,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
M22Y0058	ORANGE UNIFIED SCHOOL DISTRICT	30,000.00	30,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
M22Y0059	BREA OLINDA UNIFIED SCHOOL DIS	2,000.00	2,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
	<b>Fund 01 Total:</b>	<b>524,234.49</b>			
	<b>Fund 12 Total:</b>	<b>1,716.57</b>			
	<b>Fund 25 Total:</b>	<b>430,097.00</b>			
	<b>Fund 68 Total:</b>	<b>5,299.00</b>			
	<b>Fund 81 Total:</b>	<b>816.31</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>962,163.37</b>			



**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES MEETING 10/09/2018**

**FROM 09/07/2018 TO 09/20/2018**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22D0073	ULINE INC	214.72	+45.01	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
M22M0023	ARCHITECTURE 9 PLLLP	26,608.00	+5,686.00	0153353859 5805	Maintenance Facilities DC / Consultants
			+5,686.00	2567150851 5805	Facilities / Consultants
			+5,686.00	2567150859 5805	Facilities Improvement Central / Consultants
M22M0035	KYA SERVICES LLC	176,123.74	+14,275.00	2567119859 6100	Facilities Improvement Maple / Sites and Site Improvements
M22M0036	ARCHITECTURE 9 PLLLP	7,948.70	+900.00	2567117859 5805	Facilities Improvement Ladera / Consultants
M22M0063	ARCHITECTURE 9 PLLLP	57,626.25	+24,650.00	0153353859 5805	Maintenance Facilities DC / Consultants
M22M0083	KYA SERVICES LLC	58,874.39	-0.01	4064650857 6200	Redevelop Pass Thru Admin Rest / Buildings and Improve of
M22R0372	STAPLES ADVANTAGE	43.75	+5.01	0140155239 4350	Curriculum Development Discret / Materials and Supplies
M22R0488	AMAZON.COM	487.55	-70.37	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
M22X0050	HOME DEPOT, THE	500.00	+200.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
M22Z0016	GANAHL LUMBER	11,500.00	+7,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
M22Z0049	STAPLES 0025724519	4,000.00	+1,000.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
	<b>Fund 01 Total:</b>		<b>39,015.65</b>		
	<b>Fund 25 Total:</b>		<b>26,547.00</b>		
	<b>Fund 40 Total:</b>		<b>-0.01</b>		
	<b>Total Amount of Change Orders:</b>		<b>65,562.64</b>		

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS**

**BOARD OF TRUSTEES**

**10/09/2018**

**FROM 09/07/2018 TO 09/20/2018**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M22V0084	GENERAL BINDING CORP		756.51	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies
		<b>756.51</b>			
			<b>Fund 01 Total:</b>		
			<b>756.51</b>		
			<b>Total Amount of Purchase Orders:</b>		
			<b>756.51</b>		

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Michael Burns, Director, Nutrition Services

**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 210158 THROUGH 210202 FOR THE 2018/2019 SCHOOL  
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 7, 2018 through September 20, 2018 contains purchase orders numbered 210158 through 210202 for the 2018/2019 school year. Purchase order number 210172 was voided.

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 \$490,357.32 is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 210158 through 210202 for the 2018/2019 school year.

RC:MB:tg  
Attachment



# Purchase Orders - Detail

9/20/2018 8:23:15 AM

## Fullerton School District

Show all data where the Order Date is between 9/7/2018 and 9/20/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
So. CA School Nutrition Assoc.	210160	9/10/2018	9/10/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Pre-Registration Student/ Interns	\$50.0000	\$50.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$50.00
					<b>Vendor Total:</b>	\$50.00
Fullerton School District	210170	9/13/2018	9/13/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per August Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. exp. per August Bitech Report	\$20,000.0000	\$20,000.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$220,000.00
Fullerton School District	210171	9/13/2018	9/30/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per Sep Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per Sep 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
Gold Star Foods Inc.	210161	9/10/2018	9/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
37	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$62.9000	\$2,327.30	
13	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830	\$60.3000	\$783.90	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,111.20
Gold Star Foods Inc.	210162	9/10/2018	9/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	case	4318	Sauce, Hoisin 4/5 lb. GS#239144	\$47.1100	\$141.33	
2	case	4306	Sauce, Sriracha 6/5gal. GS#203858	\$53.9200	\$107.84	
3	case	4411	Vinegar, Rice 4/1gal./cs GS#203787	\$32.9300	\$98.79	
6	case	4307	Sauce, Soy, LS, 6-1/2 gal. GS#203778	\$49.7500	\$298.50	
2	case	4205	Catsup Del Monte # 401442 Red Gold 6/114oz/cs	\$21.8500	\$43.70	
8	sack	4456	Sugar, Granulated, 25# GS#210297 C&H	\$15.9700	\$127.76	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$817.92
Gold Star Foods Inc.	210163	9/10/2018	9/14/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz	\$34.0000	\$340.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$340.00
Gold Star Foods Inc.	210164	9/10/2018	9/18/2018	9/25/2018		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	11076	Juice, Lemon GS# 200550 4/1 gal.	\$41.1700	\$164.68	
36	EA	4015	Paprika,GS#202072 Pacific Spice 1#	\$4.1900	\$150.84	
1	case	4306	Sauce, Sriracha 6/5gal. GS#203858	\$53.9200	\$53.92	

# Purchase Orders - Detail

9/20/2018 8:23:15 AM

## Fullerton School District

Show all data where the Order Date is between 9/7/2018 and 9/20/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210164	9/10/2018	9/18/2018	9/25/2018		<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	4427	Tahini Paste 12/16oz GS#203368		\$43.1700	\$431.70
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$801.14
Gold Star Foods Inc.	210168	9/12/2018	9/14/2018			<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	cs	1	WG CHS GARLIC CROUTONS 203332 IW		\$31.6500	\$63.30
2	CS	1	FRITOS WG CORN CHIPS RF 208343		\$20.4800	\$40.96
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$104.26
Gold Star Foods Inc.	210169	9/13/2018	9/28/2018			<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	ea	1	Garlic Minced #209688 Pacific Spice		\$10.4300	\$146.02
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$146.02
Gold Star Foods Inc.	210173	9/13/2018	9/18/2018			<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	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.		\$64.6100	\$387.66
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$387.66
Gold Star Foods Inc.	210175	9/13/2018	9/25/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
18	case	4243	Sauce, Marinara, 250/1oz cup GS#401764		\$26.1500	\$470.70
50	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$66.9200	\$3,346.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,816.70
Gold Star Foods Inc.	210176	9/13/2018	10/25/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
96	case	54022	Cheese,String Cmdy LOL GS#401172 168/cs		\$13.7400	\$1,319.04
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,319.04
Gold Star Foods Inc.	210178	9/13/2018	9/25/2018			<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
Gold Star Foods Inc.	210179	9/13/2018	9/25/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
30	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$37.3300	\$1,119.90
35	case	7230	Cinnamon Roll, WG, IW GS#134773 72/cs		\$30.4400	\$1,065.40
14	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs		\$55.3700	\$775.18
24	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs		\$38.0200	\$912.48
27	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs		\$36.8400	\$994.68
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,867.64
Gold Star Foods Inc.	210180	9/13/2018	9/28/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
50	cs	1	Waffle, Right Start, Bulk 141045 144/cs		\$18.5500	\$927.50

# Purchase Orders - Detail

9/20/2018 8:23:15 AM

## Fullerton School District

Show all data where the Order Date is between 9/7/2018 and 9/20/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210180	9/13/2018	9/28/2018			<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>			\$927.50
Gold Star Foods Inc.	210181	9/13/2018	10/2/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
36	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs		\$32.8700	\$1,183.32
45	case	3005	Cereal,Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$32.8700	\$1,479.15
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$2,662.47
Gold Star Foods Inc.	210183	9/14/2018	9/21/2018			<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	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz		\$29.4600	\$589.20
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$589.20
Gold Star Foods Inc.	210184	9/14/2018	9/28/2018			<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	Dressing, Lite Caesar #300062		\$45.9400	\$45.94
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$45.94
Gold Star Foods Inc.	210185	9/14/2018	9/28/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
38	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$50.3700	\$1,914.06
50	case	56506	Mac & Cheese RF,WG,GS#401923/ 463277 6/5#bg/case		\$45.7700	\$2,288.50
15	case	30326	Breadstick, Garlic GS#134819 320/case		\$43.6000	\$654.00
58	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case		\$26.7200	\$1,549.76
29	case	55275	Potatoes, Smile Red Sodium GS#401246 6/4#		\$22.5700	\$654.53
33	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$40.7800	\$1,345.74
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$8,406.59
Gold Star Foods Inc.	210187	9/14/2018	9/25/2018			<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	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$32.8700	\$394.44
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$394.44
Gold Star Foods Inc.	210188	9/14/2018	9/28/2018			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288		\$9.0700	\$253.96
6	case	12201	Sunbutter Cup, GS#208125 200/cs		\$66.1300	\$396.78
4	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case		\$0.0000	\$0.00
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>			\$1,384.54
Gold Star Foods Inc.	210189	9/14/2018	9/28/2018			<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	Pumpkin Bread #138890 70/cs Sky Blue		\$34.3700	\$481.18
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$481.18

# Purchase Orders - Detail

9/20/2018 8:23:15 AM

## Fullerton School District

Show all data where the Order Date is between 9/7/2018 and 9/20/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	210192	9/17/2018	9/21/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	4302	Mustard, GS#201872, Heinz 500/5.5g	\$7.8000	\$78.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$78.00
Gold Star Foods Inc.	210193	9/18/2018	10/5/2018			<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	
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>	\$2,641.79
Gold Star Foods Inc.	210194	9/18/2018	10/9/2018			<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	
6	case	12201	Sunbutter Cup, GS#208125 200/cs	\$66.1300	\$396.78	
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>	\$1,045.18
Gold Star Foods Inc.	210195	9/18/2018	10/16/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case	\$0.0000	\$0.00	
5	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs	\$146.7600	\$733.80	
4	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs	\$46.2100	\$184.84	
28	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$9.0700	\$253.96	
6	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs	\$36.6700	\$220.02	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,392.62
Gold Star Foods Inc.	210196	9/18/2018	10/19/2018			<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	
13	case	8021	Chips, Tortilla GS#208220 80/cs	\$18.9200	\$245.96	
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>	\$3,499.19
Gold Star Foods Inc.	210197	9/18/2018	10/23/2018			<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	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$648.40
Gold Star Foods Inc.	210198	9/18/2018	10/26/2018			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	12201	Sunbutter Cup, GS#208125 200/cs	\$66.1300	\$396.78	
4	case	7014	Cracker, Goldfish,Chddr GS#200290 300/case	\$0.0000	\$0.00	
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>	\$1,130.58



# Purchase Orders - Detail

9/20/2018 8:23:15 AM

## Fullerton School District

Show all data where the Order Date is between 9/7/2018 and 9/20/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>210199</b>	<b>9/18/2018</b>	<b>10/2/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#	\$18.4804	\$184.80	
27	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$36.8400	\$994.68	
3	case	3011	Cereal, Rice Chex GS#203127 96/case	\$32.8700	\$98.61	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,278.09
						<input type="checkbox"/>
<b>Gold Star Foods Inc.</b>	<b>210200</b>	<b>9/18/2018</b>	<b>10/2/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	70002	Bleach, Liquid GS#200394 6/1 Gal	\$17.2400	\$68.96	
					<b>Sales Tax:</b>	\$5.34
					<b>P.O. Total:</b>	\$74.30
						<input type="checkbox"/>
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210165</b>	<b>9/10/2018</b>	<b>9/12/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	80009	Glove,Disp. Latex (SM)#NET-754430 10/100/case	\$32.0500	\$256.40	
15	case	80010	Gloves,Disp Latex (M)#NET-754432 10 /100/case	\$32.0500	\$480.75	
8	case	80004	Gloves, Disp, Latex (L) #NET-754434 10/100/case	\$32.0500	\$256.40	
					<b>Sales Tax:</b>	\$77.00
					<b>P.O. Total:</b>	\$1,070.55
						<input type="checkbox"/>
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210167</b>	<b>9/11/2018</b>	<b>9/12/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	cs	1	Napkin, LowFold Tidynap#NAT-01255 32/250/case	\$30.2500	\$30.25	
2	cs	2	Fork Wh Plastic Med Wt NTR-3640 1000/case	\$7.2900	\$14.58	
2	cs	3	Plate, Paper 6" White AJM-PP6GREWH 1000/cs	\$16.2900	\$32.58	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$77.41
						<input type="checkbox"/>
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210174</b>	<b>9/13/2018</b>	<b>9/19/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	case	80006	Gloves,Disp. Plastic (M) #GOL-1502, 10/1M cs	\$38.5000	\$38.50	
6	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280	\$11.1500	\$66.90	
9	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case	\$9.2000	\$82.80	
					<b>Sales Tax:</b>	\$8.16
					<b>P.O. Total:</b>	\$196.36
						<input type="checkbox"/>
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210177</b>	<b>9/13/2018</b>	<b>9/19/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	cs	1	Ice Pillows CRY-85033 16.5X34' 1 Roll/case	\$101.7700	\$305.31	
					<b>Sales Tax:</b>	\$23.66
					<b>P.O. Total:</b>	\$328.97
						<input type="checkbox"/>
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>210186</b>	<b>9/14/2018</b>	<b>9/19/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	cs	1	Hoagie Container 9", #PCA-YC18-1049	\$43.7300	\$87.46	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$87.46

# Purchase Orders - Detail

## Fullerton School District

9/20/2018 8:23:15 AM

Show all data where the Order Date is between 9/7/2018 and 9/20/2018

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Vendor Total:</b>						\$1,760.75
^						
<b>Form Plastics</b>	<b>210158</b>	<b>9/7/2018</b>	<b>9/7/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	cs	1	Film, 7 1/4"x5100' CV 1RL/cs 9757-5100DP985CV	\$290.8200	\$2,326.56	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,326.56
<b>Form Plastics</b>	<b>210159</b>	<b>9/7/2018</b>	<b>9/7/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	A000040B	Roller, Assembly Heat Seal, Core IS000734D	\$1,232.0000	\$1,232.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,232.00
<b>Vendor Total:</b>						\$3,558.56
^						
<b>Industrial Electric</b>	<b>210202</b>	<b>9/20/2018</b>	<b>9/20/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Repair Estimate	\$300.0000	\$300.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$300.00
<b>Vendor Total:</b>						\$300.00
^						
<b>Affiliated Packaging Spec.</b>	<b>210182</b>	<b>9/14/2018</b>	<b>9/14/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Installation - heat roller on tray sealer	\$500.0000	\$500.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$500.00
<b>Vendor Total:</b>						\$500.00
^						
<b>N. Harris Computer Corporation</b>	<b>210166</b>	<b>9/10/2018</b>	<b>9/10/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	ea	HWKP201	Keypad with Display	\$295.0000	\$1,180.00	
					<b>Sales Tax:</b>	\$91.45
					<b>P.O. Total:</b>	\$1,271.45
<b>Vendor Total:</b>						\$1,271.45
^						
<b>Maria Teresa Gonzalez</b>	<b>210201</b>	<b>9/18/2018</b>	<b>9/18/2018</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Food4Less Invoice dated 9/18/18	\$4.6200	\$4.62	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4.62



CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Melissa Greenwood, Director, Business Services

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 118060 THROUGH 118260 FOR THE 2018/2019 SCHOOL YEAR

Background: Board approval is requested for warrants 118060 through 118260 for the 2018/2019 school year totaling \$2,944,023.05. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,648,372.72
12	Child Development	12,430.11
25	Capital Facilities	249,633.48
68	Workers' Compensation	24,385.62
81	Property/Liability Insurance	<u>9,201.12</u>
	Total	\$2,944,023.05

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 118060 through 118260 for the 2018/2019 school year.

RC:MG:gs

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Michael Burns, Director, Nutrition Services

**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13078 THROUGH 13110 FOR THE 2018/2019 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13078 through 13110 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 \$104,286.85 is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 13078 through 13110 for the 2018/2019 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Damian Ibarra, Supervisor, Business Services

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 18/19-B005 THROUGH 18/19-B007 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-B005 through 18/19-B007 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 transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**GENERAL FUND 01**  
**UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$6,500
2000	Classified Salaries	-32,421
3000	Employee Benefits	25,204
4000	Books and Supplies	-76,292
5000	Services & Other Operating Expenses	77,009
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 expenditures for 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 \$49,260 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01  
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	-\$37,934
8699	All Other Local Revenue	87,194
	Total:	<u>\$49,260</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	\$16,700
2000	Classified Salaries	-86,048
3000	Employee Benefits	16,055
4000	Books and Supplies	115,655
5000	Services & Other Operating Expenses	6,209
6000	Capital Outlay	-18,567
7000	Other Outgo	-744
	Total:	<u>\$49,260</u>

Explanation: This Resolution reflects an increase in revenue and expenditures for Title III Immigrant Education, the implementation of the 2018-19 Early Development Index (EDI) project under the School Readiness program, as well as various school site and Early Learning Including PreSchool program (ELIP) donations. It also includes a decrease to the Title III Limited English program and adjustments to projected expenditures in the restricted General Fund.

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

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

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



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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$32,159 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	<u>\$32,159</u>
	Total:	\$32,159

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>
2000	Classified Salaries	\$10,000
3000	Employee Benefits	1,486
4000	Books and Supplies	-13,694
5000	Services & Other Operating Expenses	33,000
7000	Other Outgo	<u>1,367</u>
	Total:	\$32,159

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

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

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

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

CONSENT ITEM

**DATE:** October 9, 2018

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

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

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

**SUBJECT:** **AWARD CONTRACT TO RUG-ED PRODUCTS, INC., PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-18-00-0120A, FOR THE PURCHASE OF NON-INFORMATION TECHNOLOGY COMMODITIES**

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

The District's Purchasing Department has considered procurement methods for the purchase of technology protective cases and related items and finds that, as applicable, it is in the best interest of the District to procure those items utilizing the CMAS Contract Number 4-18-00-0120A. This contract expires on February 27, 2020. A copy of the contract is available in the Superintendent's Office.

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

Approval of this request will allow the District to utilize a cost-effective means of purchasing non-information technology commodities as required throughout the District.

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

Recommendation: Award contract to Rug-Ed Products, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-18-00-0120A, for the purchase of non-information technology commodities.

RC:MM:gs

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** J.D. Mancha, Assistant Director, Transportation Services

**SUBJECT:** **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND FAST DEER CHARTER, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE OCTOBER 10, 2018 THROUGH JUNE 30, 2019**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Fast Deer Bus Charter, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective October 10, 2018 through June 30, 2019, with Fast Deer Bus Charter, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips with the least expensive carrier that can perform the requested work when the District's drivers cannot accomplish the required task.

Fast Deer Bus Charter, Inc., has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Funding is from the General Fund and School Site Funds not to exceed \$30,000.

Recommendation: Approve contract between Fullerton School District and Fast Deer Charter, Inc., to provide transportation for field trips, effective October 10, 2018 through June 30, 2019.

RC:MM:JM  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 9<sup>th</sup> day of October 2018 between

FAST DEER BUS CHARTER, INC.  
8105 Slauson Avenue  
Montebello, California, 90640

hereinafter referred to as Fast Deer, and

FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Fast Deer owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Fast Deer desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Fast Deer shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Fast Deer. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Fast Deer shall present the bus(es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus(es) fails to pass the inspection performed by FSD mechanics, Fast Deer will either send a replacement bus(es) or make the necessary repairs to the bus(es) that did not pass the safety inspection.
3. This agreement shall be effective October 10, 2018, and continue through June 30, 2019, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days' prior written notice which shall set forth the desired date of termination of this agreement.
5. Fast Deer shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Fast Deer shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.

7. Fast Deer shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, Fast Deer shall maintain the following types of insurance:
  - a. Comprehensive general liability insurance, including owned and non-owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Fast Deer under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury, and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
  - b. Worker's compensation insurance as required by law to protect Fast Deer from claims which may arise from its operations under this Agreement.
  - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Fast Deer agrees that prior to performing any services required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Fast Deer shall hold harmless and indemnify FSD, its governing board officers, agents, and employees from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents, or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Fast Deer, its officers, agents, or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Fast Deer, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents, or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents, or employees while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Fast Deer is an independent contractor and not an officer, agent, or employee of FSD.
12. FSD shall be held responsible for any defacement of or damage to equipment owned by Fast Deer which is caused by FSD students.
13. Fast Deer is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its busses.
14. Fast Deer's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:

- a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted.
  - b. Eating, drinking, and gum-chewing are not permitted by students.
  - c. Students must remain seated and face forward while the bus is moving.
  - d. Alcoholic beverages and dangerous drugs are not permitted.
  - e. Shoes must be worn; athletic shoes with cleats are not permitted
  - f. Boisterous or loud conduct is not permitted.
  - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. 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, equipment, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. 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.
18. 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.
19. 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.
20. Nondiscrimination. Contractor 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.
21. 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.
22. 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  
Attn: Robert R. Coghlan, Ph.D.  
Assistant Superintendent  
Business Services

CONTRACTOR:  
Fast Deer Bus Charter, Inc.  
8105 Slauson Avenue  
Montebello, CA 90640  
Attn: Eddie Wong  
President

23. 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.
24. 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.
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.
26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.
27. This agreement and the Attachment hereto contain the entire understanding between Fast Deer and FSD. All prior oral agreements, understandings, representations, or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

FAST DEER BUS CHARTER, INC.

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

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

Name: Robert R. Coghlan, Ph.D.

Name: Eddie Wong

Title: Assistant Superintendent  
Business Services  
714-447-7445  
714-447-7514 (FAX)

Title: President  
323-2014-8988  
323-201-8900 (FAX)

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

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

Attachment A



August 28, 2018

Fullerton School District  
 1401 W. Valencia Drive  
 Fullerton, CA 92833  
 (714) 447-7400

**Re: Fullerton School District**

Thank you for the opportunity to provide rates for transportation services for your school. Per your request, I have compiled the following rates for you:

Motor Coach Size	5 Hour Minimum	Deadhead Charges	Overnight / Out of County	Overtime/hour Past 5 Hours	PUC tax/ Fuel surcharge
22-24 Passengers	\$550.00	\$0.00	\$1,100.00 (No Luggage)	\$115.00	7.75%*
27-30 Passengers	\$575.00	\$0.00	\$1,175.00 / Day	\$120.00	7.75%*
38-40 Passengers	\$600.00	\$0.00	\$1,225.00 / Day	\$125.00	7.75%*
47-50 Passengers	\$625.00	\$0.00	\$1,275.00 / Day	\$130.00	7.75%*
56-58 Passengers	\$650.00	\$0.00	\$1,325.00 / Day	\$135.00	7.75%*

\* Fuel Surcharge based on current rate of 7.5%; Airport fees will apply

\*\*Rates are a general estimate only, and may change based on trip dates and availability.

Each luxury motor coach features reclining seats, air-conditioning, restroom, FasTrak transponder, and DVD player. The rates include transportation, PUC tax and fuel surcharge. The driver's gratuity is not included and optional, but is always appreciated for superior service.

Again, thank you for allowing Fast Deer Bus Charter, Inc. the opportunity to provide rates for your transportation needs. If I can be of further assistance to you, please do not hesitate to contact me at (323) 201-8988.

Regards,

*Gerardo Sanchez*

Sales Executive



8105 Slauson Ave • Montebello, CA • 90640 • 323.201.8988 • FAX 323.201.8900

Any quotation contained herein is valid for 14 days from the date of quotation and is subject to availability of equipment at time of actual reservation. No guarantee of availability, express or implied, is made by virtue of providing this quotation. Fees and taxes (airport fees, PUC tax, surcharges, parking fees, etc.) are subject to change without advance notice.

Fast Deer Bus Charter, Inc. USDOT 403387 ICC MC-165488 TCP 83-A Montebello, Ca.



CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** J.D. Mancha, Assistant Director, Transportation Services

**SUBJECT:** APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND TRANSPORTATION CHARTER SERVICES, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE OCTOBER 10, 2018 THROUGH JUNE 30, 2019

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Transportation Charter Services, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective October 10, 2018 through June 30, 2019, with Transportation Charter Services, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips with the least expensive carrier that can perform the requested work when the District's drivers cannot accomplish the required task.

Transportation Charter Services, Inc., has met the District's insurance liability requirements. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to a field trip departure in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Funding is from the General Fund and School Site Funds not to exceed \$30,000.

Recommendation: Approve contract between Fullerton School District and Transportation Charter Services, Inc., to provide transportation for field trips, effective October 10, 2018 through June 30, 2019.

RC:MM:JM  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 9<sup>th</sup> day of October 2018 between

TRANSPORTATION CHARTER SERVICES, INC.  
1931 N. Batavia Street  
Orange, California, 92865

hereinafter referred to as Transportation Charter, and

FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Transportation Charter owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Transportation Charter desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Transportation Charter shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Transportation Charter. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Transportation Charter shall present the bus(es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus(es) fails to pass the inspection performed by FSD mechanics, Transportation Charter will either send a replacement bus(es) or make the necessary repairs to the bus(es) that did not pass the safety inspection.
3. This agreement shall be effective October 10, 2018, and continue through June 30, 2019, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days' prior written notice which shall set forth the desired date of termination of this agreement.
5. Transportation Charter shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Transportation Charter shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.

7. Transportation Charter shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, Transportation Charter shall maintain the following types of insurance:
  - a. Comprehensive general liability insurance, including owned and non-owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Transportation Charter under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury, and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
  - b. Worker's compensation insurance as required by law to protect Transportation Charter from claims which may arise from its operations under this Agreement.
  - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Transportation Charter agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Transportation Charter shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents, or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Transportation Charter, its officers, agents, or employees while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Transportation Charter, its officers, agents, and employees from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents, or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents, or employees while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Transportation Charter is an independent contractor and not an officer, agent, or employee of FSD.
12. FSD shall be held responsible for any defacement of or damage to equipment owned by Transportation Charter which is caused by FSD students.
13. Transportation Charter is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Transportation Charter's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:

- a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted.
  - b. Eating, drinking, and gum-chewing are not permitted by students.
  - c. Students must remain seated and face forward while the bus is moving.
  - d. Alcoholic beverages and dangerous drugs are not permitted.
  - e. Shoes must be worn; athletic shoes with cleats are not permitted
  - f. Boisterous or loud conduct is not permitted.
  - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. 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, equipment, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. 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.
18. 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.
19. 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.
20. Nondiscrimination. Contractor 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.
21. 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.
22. 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  
Attn: Robert R. Coghlan, Ph.D.  
Assistant Superintendent  
Business Services

CONTRACTOR:  
Transportation Charter Services  
1931 N. Batavia St.  
Orange, CA 92865  
Attn: Terry Fischer

23. 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.
24. 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.
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.
26. Exhibits. This Agreement incorporates by this reference, any exhibits which are attached hereto and incorporated herein.
27. This agreement and the Attachment hereto contain the entire understanding between Transportation Charter and FSD. All prior oral agreements, understandings, representations, or statements are hereby merged into this Agreement and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

TRANSPORTATION CHARTER SERVICES, INC.

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

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

Name: Robert R. Coghlan, Ph.D.  
Title: Assistant Superintendent  
Business Services  
714-447-7445  
714-447-7514 (FAX)

Name: Terry Fischer  
Title: President  
714-637-4300  
714-637-4377 (FAX)

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

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

## Attachment A



**Transportation Charter Services**  
 1931 N. Batavia Street Orange, CA 92865  
 Fax: (714) 437-4377 Email: sales@tcsbus.com  
[www.tcsbus.com](http://www.tcsbus.com)

**(714) 637-4300**




**Fullerton School District – 2018/2019 School Year**

**Economy School Buses**

	50/62 or 54/79 Pax
5 Hour Minimum	\$470
Each Additional Hour	\$75
Full Day Service (12 hours)	\$995
Mileage	\$3.50
Idyllwild – Roundtrip	\$1670
Big Bear – Roundtrip	\$1625
Angeles Crest – Round Trip	\$1600
Running Springs – Round Trip	\$1550
Lake Arrowhead - Roundtrip	\$1500
Barton Flats - Roundtrip	\$1500
Forest Home – Roundtrip	\$1468
Additional Hour – Meal Stops	\$75

**Deluxe Passenger Motorcoaches**

	31 Pax	38/40 Pax	47/48 Pax	54/56 Pax
5 Hour Minimum	\$525	\$550	\$635	\$635
Each Additional Hour	\$85	\$95	\$105	\$105
Full Day Service (12 hours)	\$1120	\$1215	\$1370	\$1370
Mileage	\$4.00	\$4.20	\$4.60	\$4.80
Idyllwild – Roundtrip	\$1520	\$1698	\$1866	\$2195
Big Bear – Roundtrip	\$1550	\$1685	\$1800	n/a
Angeles Crest – Roundtrip	\$1500	\$1685	\$1850	\$2195
Running Springs – Roundtrip	\$1500	\$1658	\$1800	n/a
Lake Arrowhead - Roundtrip	\$1500	\$1658	\$1800	n/a
Barton Flats - Roundtrip	\$1425	\$1596	\$1695	\$2110
Forest Home – Roundtrip	\$1400	\$1545	\$1695	\$2110
Additional Hour – Meal Stops	\$85	\$95	\$105	\$105

o Cancellation fee - Less than 48 hours 100% of trip cost

CONSENT ITEM

**DATE:** October 9, 2018

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

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

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

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, AS PART OF DISTRICT PIGGYBACK BID FOR PALO VERDE UNIFIED SCHOOL DISTRICT FOR THE PURCHASE OF MATERIALS NECESSARY TO ENSURE STUDENT SAFETY AT THE PLAYGROUND LOCATED AT MAPLE ELEMENTARY SCHOOL

Background: KYA Services, LLC, Project No. 1-1-13307, was for the purchase of materials necessary to make needed playground and surrounding area repairs. Repairs were necessary to ensure student safety at Maple 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 \$74,878.43 will be paid from the Capital Facilities Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of materials necessary to ensure student safety at the playground located at Maple 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: 244 E Valencia Drive, Fullerton, CA 92832 the contract for the doing of which was heretofore entered into on the 14<sup>th</sup> day of November 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 9<sup>th</sup> day of October 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03. This Project No. 1-1-13307 was for the purchase of materials necessary to make needed playground and surrounding area repairs at Maple 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 \_\_\_\_\_ 2018, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That he is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Notary Public in and for said County and State



CONSENT ITEM

**DATE:** October 9, 2018

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

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

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

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR FULLERTON SCHOOL DISTRICT AS PART OF THE PIGGYBACK BID FOR PALO VERDE UNIFIED SCHOOL DISTRICT FOR THE PURCHASE OF RE-PIPING AND REPLACEMENT ITEMS AT FULLERTON SCHOOL DISTRICT'S NUTRITION SERVICES FOOD PREPARATION BUILDING AND OFFICES

Background: KYA Services, LLC, Project No. 1-1-15175, was for the purchase of materials necessary for the re-piping repairs at the Fullerton Nutrition Services Offices. Due to an elevated lead sample taken by the City of Fullerton, Fullerton School District worked with the City to make needed repairs for the safety of students and staff. This included the installation of pipe, faucets, valves, and sinks at Fullerton School District's Nutrition Services Food Preparation Building and Offices.

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 \$168,010.32 is to be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for Fullerton School District as part of the Piggyback Bid for Palo Verde Unified School District for the purchase of re-piping and replacement items at Fullerton School District's Nutrition Services Food Preparation Building and Offices.

RC:SS:ys  
Attachment

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Fullerton School District Nutrition Services Offices 389 W Truslow Avenue, Fullerton, CA 92832 the contract for the doing of which was heretofore entered into on the 14<sup>th</sup> day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 9<sup>th</sup> day of October 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03. This Project No. 1-1-15175, was of the re-piping and replacement necessary at Fullerton School District Nutrition Services Offices due to elevated lead samples taken by the City of Fullerton, for the safety of FSD students and staff.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 9, 2018

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

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

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

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, AS PART OF DISTRICT PIGGYBACK BID FOR PALO VERDE UNIFIED SCHOOL DISTRICT FOR THE PURCHASE OF MATERIALS AND EQUIPMENT NECESSARY FOR STRUCTURAL BEAM REPAIRS AT RICHMAN ELEMENTARY SCHOOL**

Background: KYA Services, LLC, Project No. 1-1-14625, was for the purchase of materials and equipment necessary to make needed structural beam repairs at Richman Elementary School for student and staff safety.

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 \$35,904 is paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, as part of District Piggyback Bid for Palo Verde Unified School District for the purchase of materials and equipment necessary for structural beam repairs 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: Fullerton School District Nutrition Services Offices 389 W Truslow Avenue, Fullerton, CA 92832 the contract for the doing of which was heretofore entered into on the 14<sup>th</sup> day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 9<sup>th</sup> day of October 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Piggyback bid for Palo Verde Unified School District Bid No. FSD-15-16-GFR-03. This Project No. 1-1-14625, was for the purchase of materials necessary for structural beam repairs at Richman Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 9, 2018

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

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

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

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, AS PART OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS), CONTRACT NUMBER 4-18-78-0089A, FOR THE PURCHASE OF NEEDED MATERIALS AS PART OF THE KINDERGARTEN STUDENT PLAYGROUND AREA REPAIRS AND IMPROVEMENTS AT MAPLE ELEMENTARY SCHOOL**

Background: KYA Services, LLC, Project No. 1-1-14384, was for the demolition, haul away, and pouring of new concrete to replace damaged and unsafe concrete in the kindergarten play area of Maple 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 \$176,123.74 will be paid from Capital Facilities Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, as part of California Multiple Award Schedules (CMAS), Contract Number 4-18-78-0089A, for the purchase of needed materials as part of the kindergarten student playground area repairs and improvements at Maple 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: 244 E Valencia Drive, Fullerton, CA 92832 the contract for the doing of which was heretofore entered into on the 14<sup>th</sup> day of November, 2017, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 9<sup>th</sup> day of October 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-18-78-089A, Project No. 1-1-14384, was for the demolition, haul away and pouring of new concrete to replace damaged and unsafe concrete in the Kindergarten play area of Maple 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 \_\_\_\_\_ 2018, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That he is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** October 9, 2018

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

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

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

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS AS PART OF THE DISTRICTWIDE UNIT COST CONTRACT FOR THE REMOVAL OF EXISTING DAMAGED AND WORN CARPET AND TILE WITH THE APPLICATION OF NEW VINYL TILE AND CARPET FOR PACIFIC DRIVE ELEMENTARY SCHOOLS MEDIA CENTER**

Background: Progressive Surface Solutions, Project No. 5-6-14099, was for the removal of existing damaged and worn carpet as part of the Districtwide Unit Cost Contract for upgrades, replacement, and repairs. This specific project was for the demo and removal of damaged ceiling tiles, paint, drywall, and light fixtures at Pacific Drive Elementary School.

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

Funding: The amount not to exceed \$13,944.50 is paid from the General Fund.

Recommendation: Approve Notice of Completion for Progressive Surface Solutions as part of the Districtwide Unit Cost Contract for the removal of existing damaged and worn carpet and tile with the application of new vinyl tile and carpet for Pacific Drive Elementary Schools Media Center.

RC:SS:ys  
Attachment

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

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

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

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Pacific Drive Elementary School, 1501 W Valencia Drive, Fullerton, CA 92833 the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of May 2016, which contract was made with Progressive Surfacing, of Tustin, CA, as contractor; that the work on said improvements was actually completed and accepted on the 9<sup>th</sup> day of October 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Application of new vinyl tile (LVT), and carpet at Pacific Drive Elementary School, Progressive Surfacing Project No. 5-6-14099.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Notary Public in and for said County and State



CONSENT ITEM

**DATE:** October 9, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Scott Schlabsz, Director, Facilities, Maintenance and Operations  
**SUBJECT:** APPROVE CHANGE ORDERS #1, #2, AND #3 FROM DBMC, INC., FOR LADERA VISTA JUNIOR HIGH SCHOOL OF THE ARTS 2018 MODULAR BUILDINGS, FSD-17-18-GF-06

Background: On June 19, 2018, The Board of Trustees approved the award of a contract to DBMC, Inc., for Ladera Vista Junior High School of the Arts 2018 Modular Buildings for low voltage wiring and installation according to DSA regulations FSD-17-18-GF-06.

Rationale: The original contract scope of work has the following increase and decreases to the contract:

Change Order #1

Contractor, DBMC, Inc., added curb at south edge of new point of transition (POT) with the removal of entire north south walkway and re-grade: \$11,432

Change Order #2

Contractor, DBMC, Inc., was able to attach a drinking fountain using the existing wall and steel post fabrication saving the Fullerton School District: \$1,000

Change Order #3

Contractor, DBMC, Inc., located five functional in-ground conduits near the existing power boxes saving the District: \$3,876

Funding: This project is funded from the Capital Facilities Fund. The new total of this contract is not to exceed \$219,988.

Recommendation: Approve Change Orders #1, #2, and #3 from DBMC, Inc., for Ladera Vista Junior High School of the Arts 2018 Modular Buildings, FSD-17-18-GF-06.

RC:SS:ys

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**SUBJECT:** APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2018 - SEPTEMBER 30, 2018)

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

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

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2018 – September 30, 2018).

CH:nm  
Attachment

## 2018-19 Quarterly Report Williams Legislation Uniform Complaints

**District:** Fullerton School District

**District Contact:** Nina Mota

**Title:** Administrative Secretary

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

**Check the box that applies:**

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

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

Name of Superintendent: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit to:**

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

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

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Helene Morris, Director, Administrative Services

**SUBJECT:** **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT (FSD) AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS (PBIS) TRAINING PER THE PBIS SERVICE PLAN EFFECTIVE SEPTEMBER 1, 2018 THROUGH JUNE 30, 2019**

Background: Improving student academic and behavior outcomes is about ensuring all students have access to the most effective and accurately implemented instructional and behavioral practices and interventions possible. Positive Behavioral Intervention and Supports (PBIS) provide an operational framework for achieving these outcomes. More importantly, PBIS is not a curriculum, intervention, or practice, but rather it is a decision-making framework that guides selection, integration, and implementation of the best evidence-based academic and behavioral practices for improving important academic and behavior outcomes for all students.

Rationale: Participating schools are delegated into different tier/cohort groups and will benefit from PBIS trainings. School teams are comprised of teachers, support staff, and site administrators who will participate in the trainings. The PBIS tiered behavior system compliments the Response to Intervention (RtI) pyramid and is part of the Multi-Tiered Systems of Support (MTSS) framework for FSD. The participating schools are as follows:

- |                             |                        |
|-----------------------------|------------------------|
| <u>Sustainability Cadre</u> | <u>Tier 2 Cadre</u>    |
| Commonwealth Elementary     | Acacia Elementary      |
| Fern Drive Elementary       | Laguna Road Elementary |
| Fisler K-8 School           | Parks JHS              |
| Golden Hill Elementary      |                        |
| Hermosa Drive Elementary    | <u>Tier 2 Cadre</u>    |
| Ladera Vista JHS            | Nicolas JHS            |
| Maple Elementary            |                        |
| Orangethorpe Elementary     |                        |
| Pacific Drive Elementary    |                        |
| Raymond Elementary          |                        |
| Richman Elementary          |                        |
| Rolling Hills Elementary    |                        |
| Sunset Lane Elementary      |                        |
| Valencia Park Elementary    |                        |
| Woodcrest Elementary        |                        |

Funding: The cost is not to exceed \$9,000 and is to be paid from the Unrestricted General Fund (01).

Recommendation: Approve/Ratify agreement between Fullerton School District (FSD) and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Positive Behavioral Intervention and Supports (PBIS) training per the PBIS Service Plan effective September 1, 2018 through June 30, 2019.

FULLERTON SCHOOL DISTRICT  
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1<sup>st</sup> day of September, 2018, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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; and

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

WHEREAS, SUPERINTENDENT 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 hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described services and SUPERINTENDENT hereby agrees to perform said services upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services:

1           1.1    Conduct PBIS (Positive Behavior Interventions & Supports)  
2                    training for district as described in Exhibit "A",  
3                    "Orange County Department of Education Positive Behavior  
4                    Interventions and Supports (PBIS) 2018-2019 Service Plan  
5                    Proposal for FULLERTON SCHOOL DISTRICT", which is  
6                    attached hereto and incorporated by reference herein.

7   2.0   TERM.   SUPERINTENDENT shall commence providing services under  
8   this AGREEMENT on September 1, 2018 and will diligently perform as  
9   required and complete performance by June 30, 2019, subject to  
10   termination set forth in this AGREEMENT.

11   3.0   PAYMENT.  DISTRICT agrees to pay the SUPERINTENDENT for services  
12   satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a  
13   total sum not to exceed Nine thousand dollars (\$9,000.00) (does not  
14   include SWIS License fees). SUPERINTENDENT shall invoice DISTRICT for  
15   the total sum of Nine thousand dollars (\$9,000.00) after the  
16   completion of the first training session. Payment shall be mailed to:  
17   Orange County Superintendent of Schools, Attn: Accounting Manager,  
18   200 Kalmus Drive, Costa Mesa, California 92626-9050, or at such  
19   other place as SUPERINTENDENT may designate in writing.

20   4.0   EXPENSES.  DISTRICT shall not be liable to SUPERINTENDENT for  
21   any costs or expenses paid or incurred by SUPERINTENDENT in  
22   performing services for DISTRICT, except as follows: N/A.

23   5.0   MATERIALS.  SUPERINTENDENT shall furnish, at his/her own  
24   expense, all labor, materials, equipment, supplies and other items  
25   necessary to complete the services to be provided pursuant to this  
AGREEMENT, except as follows: N/A.

1 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
2 this AGREEMENT, shall be and act as an independent contractor.  
3 SUPERINTENDENT understands and agrees that he/she and all of his/her  
4 employees shall not be considered officers, employees or agents of  
5 the DISTRICT, and are not entitled to benefits of any kind or nature  
6 normally provided employees of the DISTRICT and/or to which  
7 DISTRICT'S employees are normally entitled, including, but not  
8 limited to, State Unemployment Compensation or Workers'  
9 Compensation. SUPERINTENDENT assumes the full responsibility for the  
10 acts and/or omissions of his/her employees or agents as they relate  
11 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
12 shall assume full responsibility for payment of all federal, state  
13 and local taxes or contributions, including unemployment insurance,  
14 social security and income taxes with respect to SUPERINTENDENT'S  
15 employees.

16 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees  
17 that all matters produced under this AGREEMENT shall become the  
18 property of SUPERINTENDENT and cannot be used without  
19 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall  
20 have all right, title and interest in said matters, including the  
21 right to secure and maintain the copyright, trademark and/or patent  
22 of said matter in the name of the SUPERINTENDENT.

23 8.0 HOLD HARMLESS.

24 A. SUPERINTENDENT agrees to and does hereby indemnify,  
25 defend, and hold harmless DISTRICT, its Governing Board, officers,  
agents and employees from liability and claims of liability for

1 bodily injury, personal injury, sickness, disease, or death of any  
2 person or persons, or damage to any property, real personal, tangible  
3 or intangible, arising out of the negligent acts or omissions of  
4 employees, agents or officers of SUPERINTENDENT or the Orange County  
5 Board of education during the period of this AGREEMENT.

6 B. DISTRICT agrees to and does hereby indemnify, defend,  
7 and hold harmless SUPERINTENDENT, the Orange County Board of  
8 Education, and its officers, agents and employees from liability and  
9 claims of liability for bodily injury, personal injury, sickness,  
10 disease, or death of any person or persons, or damage to any  
11 property, real personal, tangible or intangible, arising out of the  
12 negligent acts or omissions of its Governing Board, employees, agents  
13 or officers of DISTRICT during the period of this AGREEMENT.

14 9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this  
15 AGREEMENT shall not be assigned by SUPERINTENDENT without prior  
16 written approval of DISTRICT.

17 10.0 TOBACCO USE POLICY. In the interest of public health, the  
18 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
19 use of any tobacco products are prohibited in buildings and  
20 vehicles, and on any property owned, leased or contracted for by the  
21 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
22 abide with conditions of this policy could result in the termination  
23 of this AGREEMENT.

24 11.0 TERMINATION. Either party may terminate this AGREEMENT with or  
25 without reason with the giving of thirty (30) days written notice to  
the other party. DISTRICT shall compensate SUPERINTENDENT only for



1 services satisfactorily rendered to the date of termination. Written  
2 notice by DISTRICT shall be sufficient to stop further performance of  
3 services by SUPERINTENDENT. Notice shall be deemed given when  
4 received by the SUPERINTENDENT or DISTRICT or no later than three (3)  
5 days after the day of mailing, whichever is sooner.

6 12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
7 they will not engage in unlawful discrimination in employment of  
8 persons because of race, color, religious creed, national origin,  
9 ancestry, physical handicap, medical condition, marital status, or  
10 sex of such persons.

11 13.0 NOTICE. All notices or demands to be given under this  
12 AGREEMENT by either party to the other shall be in writing and given  
13 either by: (a) personal service or (b) by U.S. Mail, mailed either  
14 by registered or certified mail, return receipt requested, with  
15 postage prepaid. Service shall be considered given when received if  
16 personally served or if mailed on the third day after deposit in any  
17 U.S. Post Office. The address to which notices or demands may be  
18 given by either party may be changed by written notice given in  
19 accordance with the notice provisions of this section. As of the  
20 date of this AGREEMENT, the addresses of the parties are as follows:

21 DISTRICT: Fullerton School District  
22 1401 West Valencia Drive  
Fullerton, California 92833  
Attn: \_\_\_\_\_

23 SUPERINTENDENT: Orange County Superintendent of Schools  
24 200 Kalmus Drive  
P.O. Box 9050  
25 Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

1 14.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
2 redress for violation of, or to insist upon, the strict performance  
3 of any term or condition of this AGREEMENT shall not be deemed a  
4 waiver by that party of such term or condition, or prevent a  
5 subsequent similar act from again constituting a violation of such  
6 term or condition.

7 15.0 SEVERABILITY. If any term, condition or provision of this  
8 AGREEMENT is held by a court of competent jurisdiction to be  
9 invalid, void, or unenforceable, the remaining provisions will  
10 nevertheless continue in full force and effect, and shall not be  
11 affected, impaired or invalidated in any way.

12 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
13 shall be governed by the laws of the State of California with venue  
14 in Orange County, California.

15 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
16 attached hereto constitute the entire agreement among the Parties to  
17 it and supersede any prior or contemporaneous understanding or  
18 agreement with respect to the services contemplated, and may be  
19 amended only by a written amendment executed by both Parties to the  
20 AGREEMENT.

21 ////

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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FULLERTON SCHOOL  
DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: Helene Morris  
Authorized Signature

BY: Patricia McCaughey  
Authorized Signature

PRINT NAME: Helene Morris

PRINT NAME: Patricia McCaughey

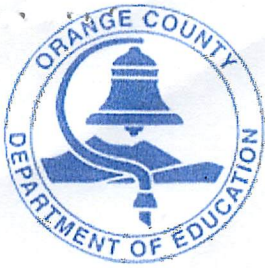
TITLE: Director Admin Services

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: September 14, 2018

FullertonSD-Income-PBIS(47215)18  
ZIP 6~



**Orange County Department of Education  
Positive Behavior Interventions and Supports (PBIS)  
Service Plan Proposal  
FULLERTON SCHOOL DISTRICT  
2018-2019 School Year**

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**  
200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
www.ocde.us

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**CONTACT:**

Helene Morris, M.Ed., NBCT, Director of Administrative Services  
1401 W. Valencia Drive, Fullerton, CA 92833  
714.447.7528 [helene\\_morris@myfsd.org](mailto:helene_morris@myfsd.org)

<b>PBIS Leadership Team Training Series</b>		Budget
<b>Tier One</b>	NA	NA
<b>Tier Two</b> <ul style="list-style-type: none"> <li>• Acacia Elem.</li> <li>• Laguna Road Elem.</li> <li>• Parks Junior H.S.</li> </ul>	OCDE will provide two full day Leadership Team Trainings (Days 4 & 5) and four (half day) Coaches' Trainings for the school site principal and PBIS coach for up to seven district elementary schools teams (not to exceed 7 participants/team).	3 teams of 5-7 members @ \$2250 = \$6750
<b>Tier Three</b> <ul style="list-style-type: none"> <li>• Nicolas Junior H.S.</li> </ul>	OCDE will provide two full day Leadership Team Trainings and four half day coaches' trainings (PBIS Coach and administrator/designee)	1 team of 5-7 members @ \$2,250
<b>Consultation and Technical Assistance</b>	<ul style="list-style-type: none"> <li>• Facilitation of PBIS Assessments/Progress Monitoring Tools (e.g., Team Implementation Checklist, Tiered Fidelity Inventory)</li> <li>• PBIS Recognition Consultative Support</li> <li>• PBIS Assessments</li> </ul>	Included
<b>Total Budget</b>		<b>\$9,000</b>

**Includes** all training activities, speakers, materials, supplies, continental breakfast and lunch (full day team trainings); snack (1/2 day trainings); Team Member Notebooks, texts (per tier). **Does not include SWIS License fees or additional charges for adding additional team members.**

District will provide:

- Assistance with team registration and facilitation of PBIS assessments.

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

CONSENT ITEM

**DATE:** October 9, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**PREPARED BY:** Marilee Cosgrove, Director of Child Development Services  
**SUBJECT:** APPROVE/RATIFY THE 2018/2019 AFTER SCHOOL EDUCATION AND SAFETY PROGRAM CONTRACT

Background: Fullerton School District operates an After School Program for 1,300 students at Commonwealth, Maple, Orangethorpe, Pacific Drive, Raymond, Richman, Valencia Park and Woodcrest Elementary Schools, including Ladera Vista and Nicolas Junior High Schools.

Rationale: The California Department of Education After School Programs provide funding for Title I schools to support extending learning experiences for at-risk children and youth. The program includes one-hour of academic support and two hours of standards-based enrichment experiences.

Funding: Fullerton School District will receive a total of \$1,848,039 for the period of July 1, 2018 through June 30, 2019.

Recommendation: Approve/Ratify the 2018/2019 After School Education and Safety Program Contract.

EF:MC:ln  
Attachment

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Bob Pletka, Superintendent Fullerton Elementary 1401 West Valencia Drive Fullerton, CA 92833-3938			<b>CDE GRANT NUMBER</b>			
			<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
<b>Attention</b> Expanded Learning Programs Coordinator			<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b>	
<b>Program Office</b> Expanded Learning Office			<b>Resource Code</b>	<b>Revenue Object Code</b>	30	
<b>Telephone</b> (714) 447-7400			6010	8590	<b>INDEX</b>	
<b>Name of Grant Program</b> After School Education and Safety Grant (ASES)					0150	
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>
	\$1,848,039.00		\$1,848,039.00		7/1/2018	6/30/2019
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>		<b>Federal Agency</b>		
I am pleased to inform you that you have been funded for the After School Education and Safety Grant (ASES).  This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.  Please return the original, signed Grant Award Notification (AO-400) to:  <p style="text-align: center;">                     Nora Reed, Associate Governmental Program Analyst                      Expanded Learning Division                      California Department of Education                      1430 N Street, Room 3400                      Sacramento, CA 95814-5901                 </p>						
<b>California Department of Education Contact</b> Nora Reed			<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> nreed@cde.ca.gov			<b>Telephone</b> 916-327-5928			
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 			<b>Date</b> September 6, 2018			
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>						
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.						
<b>Printed Name of Authorized Agent</b> Robert Pletka, Ed.D.			<b>Title</b> Superintendent			
<b>E-mail Address</b> bob_pletka@myfsd.org			<b>Telephone</b> 714-447-7405			
<b>Signature</b> 			<b>Date</b> 9/18/18			

CONSENT ITEM

**DATE:** October 9, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**SUBJECT:** **APPROVE AGREEMENT WITH MARK SCHUMACHER FOR PRESENTATION AT THE PARTNERSHIP BETWEEN ADMINISTRATION AND LABOR (PAL) RETREAT ON NOVEMBER 6, 2018**

Background: The District will be holding their annual Partnership between Administration and Labor (PAL) Retreat on November 6, 2018. The District will be using a guest speaker as part of the Retreat with the sole purpose of improving and maintaining PAL relationships. It is recommended that the District contract with Mark Schumacher for the PAL Retreat attended by District Administration, California School Employees Association (CSEA), Fullerton Elementary Teachers Association (FETA), and Fullerton Elementary School Management Association (FESMA) leadership teams.

Rationale: When District employees are unable to provide necessary services, the District enters into an agreement with individuals who are specially trained, experienced, and competent to provide the required services to the District. This speaker is trained to provide school and District PAL leadership teams with training and insight into developing and maintaining positive relations.

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

Recommendation: Approve agreement with Mark Schumacher for presentation at the Partnership between Administration and Labor (PAL) Retreat on November 6, 2018.

RC:gs  
Attachment

# AGREEMENT

## MARK SCHUMACHER

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

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

Mark Schumacher

### **SPEAKER CONTACT:**

Name: Mark Schumacher

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### **EVENT INFORMATION:**

Event Date: Tuesday, November 6, 2018

Event Time: TBC (Morning)

Event Name: Professional Development for Fullerton Unified School District

Location Address: Fullerton – Exact location TBD

Host/Contact: Assistant Superintendent Rob Coghlan, Superintendent Bob Pletka

Email: robert\_coghlan@myfsd.org  
robert\_pletka@myfsd.org

### **PROGRAM DETAILS:**

Mark Schumacher will provide a 50-60 minute keynote address for the teachers at Fullerton Unified School District with an emphasis on teamwork.

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### **FINANCES:**

Speaking Fee: \$3,000.00

Travel Fee: \$0.00

**Total: \$3,000.00**

Please make check payable to Mark Schumacher.

### **DEPOSIT:**

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

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

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# AGREEMENT

## **RIGHTS RESERVED:**

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

## **CANCELLATION & REFUND POLICY:**

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

## **OTHER SPEAKER NEEDS:**

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

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

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

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

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

## **ACCEPT AND AGREE:**

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

# AGREEMENT

## **SPEAKER REQUIREMENTS:**

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

### **MICROPHONE**

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

### **STAGE / LIGHTS**

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

### **SEATING ARRANGEMENT**

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

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

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Kelly Castillo, Ed.D., Principal, Pacific Drive School

**SUBJECT:** **APPROVE OC HEALTHY SCHOOLS INITIATIVE GRANT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY DEPARTMENT OF EDUCATION, UNITED WAY, AND KID HEALTHY FROM OCTOBER 10, 2018 THROUGH AUGUST 31, 2019**

Background: For the past 11 years, Orange County Department of Education (OCDE) has partnered with Fullerton School District (FSD) to provide nutrition education, physical fitness resources, as well as health and wellness support across the District. OCDE is committed to working with its funders to support Title 1 schools in the implementation of the FSD Wellness Policy. OCDE has identified Pacific Drive School for this program based on recent Fitness Gram scores (a composite score derived from 5<sup>th</sup> grade physical fitness test results).

Rationale: Implementation of the OC Healthy Schools Initiative Grant will facilitate the formation of a Pacific Drive community wellness committee. Additionally, educational opportunities will be provided for students in the areas of nutrition, physical activity, and healthy beverage consumption. 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. This program will also support the school in applying for a Healthier Generation National Healthy Schools Award.

Funding: Upon the execution of a final contract, Fullerton School District can provide OCDE with invoices for agreed upon expenses. OCDE will reimburse FSD during the grant period of October 10, 2018 to August 31, 2019.

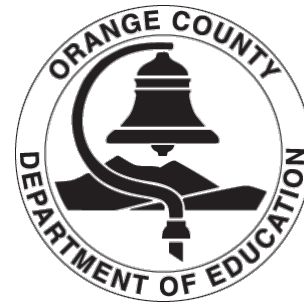
Recommendation: Approve OC Healthy Schools Initiative Grant between Fullerton School District and Orange County Department of Education, United Way, and Kid Healthy from October 10, 2018 through August 31, 2019.

EF:KC:nm  
Attachment

October 10, 2018

**Fullerton School District**

**Re: Proposal *OC Healthy Schools Initiative***



**Introduction:**

Thank you for the opportunity to submit a proposal on behalf of the Orange County Department of Education (OCDE) Health Sciences Team, which is committed to providing quality health and nutrition education, physical education/physical activity, and wellness programming to Orange County districts and schools. OCDE has provided nutrition, physical activity, and wellness services to Fullerton School District (FSD) schools for over 11 years and is currently providing services across the district. As OCDE renews funding agreements with local partners and secures new funding from community partners, we continue to seek a partnership with FSD so that we may continue supporting safe and healthy school environments that nurture the health and academic achievement of all students.

This proposal will outline funding and services to be provided during the 2018-2019 school year. OCDE has secured St. Jude Medical Center Healthy Communities Initiative funding to continue its commitment to provide Title I FSD schools support in the implementation of the FSD Wellness Policy. Additionally, OCDE has established an agreement with Orange County United Way (OCUW) to support the implementation of a Healthy Schools Initiative that includes a monetary award for Pacific Drive Elementary School.

**OCDE and OC United Way Healthy Schools Initiative Grant**

- Timeline: October 10, 2018 to August 31, 2019
- Schools served: Pacific Drive Elementary School
  - School selection was based on need due to the high percentage of students “at-health-risk” per the 2015-2016 Physical Fitness Test results
- Funds allocated for Pacific Drive Elementary School will be based on the School Health Index (school based needs assessment) and action plans, per available funding.

**Program Description**

Subject to availability and receipt of all grant-related funding over the term of the OCDE/United Way agreement, and with FSD Board approval of OCDE Services contract; OCDE will provide Pacific Drive Elementary with training, technical assistance and resources to implement the district wellness policy, provide nutrition education opportunities to students and parents, improve access to water and increase parent involvement and engagement in wellness efforts at the school site during the 2018-2019 school year.

## **Healthy Schools Initiative Scope of Work**

### **OCDE's Responsibilities:**

1. Assist Pacific Drive in establishing a wellness committee to implement the district wellness policy and meet federal mandate.
  - a. Support the facilitation of committee meetings
  - b. Support the completion of a school site assessment (School Health Index) and an action plan through an online portal using the Alliance for a Healthier Generation's Healthy Schools' program
  - c. Support the implementation of nutrition, health, and physical activity improvements for students and families
  - d. Support reporting to the district wellness committee
  - e. Assist Pacific Drive in working towards the Alliance for a Healthier Generation National Healthy Schools Award
2. Increase Pacific Drive parent engagement and involvement in wellness, nutrition and physical activity efforts through partnership with Kid Healthy\*.
3. Offer skill based nutrition education and physical activity opportunities for students and parents, including assemblies, taste tests, family nights, etc.
4. Promote healthy beverage consumption and support increasing access to water for students before, during and after school.
5. Provide professional development and resources for teachers to integrate nutrition education into standards.
6. Continue facilitating the Harvest of the Month program, which includes five nutrition education lessons integrated into standards.
7. Collect data to help track and evaluate process, implementation and overall effectiveness of programming.

### **\*Kid Healthy's Responsibilities:**

Establish *Padres En Acción* program, which includes:

1. Recruit Pacific Drive Elementary parent volunteers.
2. Provide six, 2-hour trainings covering topics on advocacy, nutrition, physical activity, volunteerism, playground management, and safety.
3. Coordinate parent-led structured, physical activity 3 days per week (weather permitting), during the lunch recess.
4. Provide a Kid Healthy Volunteer Coordinator to work 6-8 hours per week at Pacific Drive Elementary: The Volunteer Coordinator is responsible for planning, set-up, and maintenance of age appropriate physical activity, on-going parent volunteer recruiting, plan and implement parent meetings to provide additional playground and nutrition training for parents.
5. Kid Healthy staff will all oversee training and implementation of the Padres en Acción program.
6. Assist in providing nutrition and physical activity classes and events for Pacific Drive students and their families.

### **FSD/Pacific Drive Elementary School's Responsibilities:**

1. Pacific Drive Elementary will establish a wellness committee to implement the district wellness policy and meet federal mandate.
  - a. Support the facilitation of committee meetings
  - b. Support the completion of a school site assessment (School Health Index) and an action plan through an online portal using the Alliance for a Healthier Generation's Healthy Schools' program
  - c. Support the implementation of nutrition, health, and physical activity improvements for students and families
  - d. Support reporting to the district wellness committee
  - e. Work towards the Alliance for a Healthier Generation National Healthy Schools Award
2. Pacific Drive Elementary classroom teachers will offer 5 nutrition education lessons to students. *Note: teachers have been conducting the 5 lessons through the Harvest of the Month program for over 4 years, this is not new programming.*

### **Funding Disbursement:**

Upon the execution of a final contract, FSD can provide OCDE with invoices for agreed upon expenses. OCDE will reimburse FSD during the grant period of October 10, 2018 to August 31, 2019.

### **Next Steps:**

Upon receipt of your approval of this Proposal, a contract will be prepared and sent to you for your consideration, review and final Board approval. Thank you for your continuous partnership and your dedication to student health and wellness.

Please feel free to contact me with any questions or concerns.

Thank you,

Dareen Khatib MPH RDN MCHES

Manager, Health Sciences

Orange County Department of Education

Email: [dkhatib@ocde.us](mailto:dkhatib@ocde.us) | Phn: 714.327.1083 | Cell: 714.369.3783 | Fax: 714.966.0653

**Notice of Approval** – Please scan and email a signed copy of this Proposal and Approval page at your earliest convenience to:

Susan Lipscomb, Administrative Assistant  
Nutrition and Wellness Services  
STEM-Health Sciences, Orange County Department of Education  
200 Kalmus Drive, Costa Mesa, CA 92828-9050  
Email: [slipscomb@ocde.us](mailto:slipscomb@ocde.us)

I have read and approved the attached Proposal. Please prepare a contract for my review and approval.

\_\_\_\_\_  
Fullerton School District

\_\_\_\_\_  
Date

CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Michael Burns, Director, Nutrition Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT'S NUTRITION SERVICES DEPARTMENT AND NANCY WIKES FOR SERVICES AS NUTRITION SPECIALIST FROM NOVEMBER 1, 2018 THROUGH OCTOBER 31, 2019**

Background: Nutrition Services needs to improve the image of school food and modes of communication as well as to complete projects that move us to better serve our students, parents, community, and the District. The time commitment and expertise for these services is beyond the capacity of current District employees. Therefore, it is recommended the District contract with Nancy Wikes to provide these services.

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: The cost is an hourly rate of \$44 per hour, not to exceed \$110,000, from Nutrition Services Funds. Hours and/or projects will be approved in advance by the Director of Nutrition Services.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District's Nutrition Services Department and Nancy Wikes for services as Nutrition Specialist from November 1, 2018 through October 31, 2019.

RC:MB:tg



## 2018-2019 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Nancy Wikes, 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 **services as the Nutrition Services consultant for marketing, promotion, and nutrition specialist**, hereinafter referred to as "Services."
2. Term. Contractor shall commence providing Services under this Agreement on **November 1, 2018**, and will diligently perform as required and complete performance by **October 31, 2019**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred Thousand dollars (\$100,000), at an hourly rate of \$44**. 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: **Air Travel, Mileage, Accommodations, and Meals**
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: **District staff, paper, printing, supplies, computer while at District locations, and other necessary items to complete projects assigned by the Director of Nutrition Services.**

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 \$100,000 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 N/A 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: N/A per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:  
Nancy Wikes

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 **14th** day of **November 2017**.

FULLERTON SCHOOL DISTRICT

**Nancy Wikes**  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**Robert Coghlan, Ed.D.**  
Assistant Superintendent of Business Services

Nancy Wikes, RD  
**Nutrition Services Consultant**

On File  
Taxpayer Identification Number



CONSENT ITEM

**DATE:** October 9, 2018

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

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

**PREPARED BY:** Yolanda McComb, Principal, Raymond School

**SUBJECT:** **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION TO PROVIDE ONGOING TRAINING FOR PARENT TECHNOLOGY CLASSES AT RAYMOND SCHOOL EFFECTIVE NOVEMBER 15, 2018 THROUGH FEBRUARY 7, 2019**

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

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

Funding: Total cost not to exceed \$3,990 and is to be paid from site Title 1 budget (#212).

Recommendation: Approve Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation to provide ongoing training for parent technology classes at Raymond School effective November 15, 2018 through February 7, 2019.

EF:YM:nm  
Attachment



# Parent Education Bridge for Student Achievement Foundation

P.O. Box 5171, Whittier, CA 90607 Email: [ParentEducation@pebsaf.org](mailto:ParentEducation@pebsaf.org) [www.PEBSAF.ORG](http://www.PEBSAF.ORG)

IRS Tax Identification: 300603052

*Where Innovation Meets Parent Education*

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MOU 9/30/2018

## *Technology Academy for Parents: Part 2*

### *Technical and Professional Development Skills for Parents*

This agreement is entered between Parent Education Bridge for Student Achievement Foundation (PEBSAF.ORG), and Raymond Elementary School, located at 517 N. Raymond Ave, Fullerton, CA 92831

#### **Description of services to be rendered:**

*Parent Education Bridge for Student Achievement Foundation will present 10 Technology Digital Skills sessions in Spanish for a total fee-for-service of \$ 3,990.*

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

Service Requested by: Yolanda McComb (714) 447-7740 [Yolanda\\_mccomb@myfsd.org](mailto:Yolanda_mccomb@myfsd.org)

#### **Outreach services to be provided by PEBSAF include:**

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

**Technical and Professional Development for Parents**

	<b><i>Technology Academy for Parents</i></b>	<b>Date</b>	<b>Time</b>
1	Practical use of the internet to help your child succeed in school	11/15/2018	8:30 A.M. - 10:30 A.M.
2	Cyber-safety and the good use of the internet	11/29/2018	8:30 A.M. - 10:30 A.M.
3	Understanding social media and the impact on the children	12/6/2018	8:30 A.M. - 10:30 A.M.
4	Google translate and Google Docs: A communication tool for English Learners	12/13/2018	8:30 A.M. - 10:30 A.M.
5	Communicating via email with teachers and school personnel	12/20/2018	8:30 A.M. - 10:30 A.M.
6	Google Calendar: Prioritize homework and projects	1/10/2019	8:30 A.M. - 10:30 A.M.
7	Google Docs: Creating a resumé	1/17/2019	8:30 A.M. - 10:30 A.M.
8	Research class project: How to prepare get a better job	1/24/2019	8:30 A.M. - 10:30 A.M.
9	Research: GED, interviewing techniques, dress for success	1/31/2019	8:30 A.M. - 10:30 A.M.
10	Presentation of class project by parents Graduation	2/7/2019	8:30 A.M. - 10:30 A.M.

Authorized School Signature: \_\_\_\_\_

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

DISCUSSION/ACTION ITEM

**DATE:** October 9, 2018  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Mike McAdam, Director, Purchasing, Warehouse and Transportation  
**SUBJECT:** APPROVE NEW BOARD POLICY 3230

Background: The following policy was presented to the Board of Trustees for the first reading at the September 25, 2018 Board meeting:

New Board Policy:  
Section Title: Business and Non-instructional Operations  
BP 3230, Federal Grant Funds

No further input was received, and this Discussion/Action Item serves as the second reading and approval for the new board policy.

Rationale: Ongoing revisions ensure that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve new board policy.

RC:MM:gs  
Attachment

# Fullerton School District

## Board Policy

### Federal Grant Funds

BP 3230

#### Business and Noninstructional Operations

##### Board Adopted:

The Board of Trustees recognizes the District's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The District shall comply with all requirements detailed in any grant agreement with an awarding agency and with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 7 CFR 200.0-200.521 and any stricter State laws and District policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the District's financial management systems and procedures provide for the following:

1. Identification in District accounts of each federal award received and expended and the federal program under which it was received
2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328
3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest
4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305
7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

The superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the District can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award.

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

The District shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met (if applicable), cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant.

Legal Reference:

EDUCATION CODE

42122-42129 Budget requirements

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 Amount of contract subject to suspension and debarment rules 200.0-200.521 Federal uniform grant guidance, especially:

200.1-200.99 Definitions

200.100-200.113 General provisions

BP 3230(c)

200.317-200.326 Procurement standards 200.327-200.329 Monitoring and reporting 200.333-200.337 Record retention

200.400-200.475 Cost principles

200.500-200.521 Audit requirements

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 Records related to Federal grant programs CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting U.S.

DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016 WEB SITES

California Department of Education: <http://www.cde.ca.gov> Education Audit Appeals Panel:

<http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance: [https://www.whitehouse.gov/omb/grants\\_docs](https://www.whitehouse.gov/omb/grants_docs)

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): [www.sam.gov/portal/SAM/##11](http://www.sam.gov/portal/SAM/##11)

U.S. Department of Education: <http://www.ed.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

DISCUSSION/ACTION ITEM

**DATE:** October 9, 2018

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

**FROM:** Chanjira Luu, Director of Classified Personnel Services

**SUBJECT:** **APPROVE RECOMMENDATION TO REAPPOINT MS. JANET MCNEILL AS THE BOARD OF TRUSTEES' REPRESENTATIVE TO THE PERSONNEL COMMISSION**

Background: The Personnel Commission is comprised of three individuals who reside within the boundaries of the Fullerton School District, and are registered voters and known adherents to the principle of the merit system.

Appointment to the Personnel Commission consists of a three-year term and is made on a rotating basis with one Personnel Commissioner's term set to expire each year. One member of the Personnel Commission is appointed by the Board of Trustees, one member is appointed by the Board of Trustees upon the recommendation of the Classified employee organization (i.e., CSEA), and another member is jointly appointed by the other two Personnel Commissioners. The term starts on December 1 at noon.

The term of the Board of Trustees' appointee to the Personnel Commission, Ms. Janet McNeill, is set to expire on December 1, 2018. Ms. McNeill has served as the Board of Trustees' appointed Personnel Commissioner since 2009. Ms. McNeill has expressed interests to continue serving as the Board of Trustees' appointee to the Personnel Commission.

The Director of Classified Personnel Services' administrative report on the appointment process was presented to the Board of Trustees and the Superintendent at the Board of Trustees' public meeting on August 14. An announcement of the appointment was placed on the District's website to solicit the public's interest for appointment consideration. The Board of Trustees publicly announced their intent to reappoint Ms. Janet McNeill to the Personnel Commission at their meeting on September 4.

Rationale: This action is pursuant to Education Code 45246 regarding the announcement of intended appointees; open hearing of governing board and personnel commission; discharge of duties until successor appointed.

The Board of Trustees is to hold an open public hearing at their October 9 meeting. The public hearing will provide the public, employees, and employee organizations the opportunity to express their views on the qualifications of the person. Immediately after the open hearing is adjourned, the Board of Trustees will make their appointment/reappointment, or a substitute appointment or recommendation, without further notification or public hearing. Once the appointment/reappointment is made by the Board of Trustees at their October 9 meeting, the term becomes effective during the period of December 1, 2018-December 1, 2021.

Funding: N/A

Recommendation: Approve recommendation to reappoint Ms. Janet McNeil as the Board of Trustees' representative to the Personnel Commission.