#### 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 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 Special Meeting of the Board of Trustees Monday, June 19, 2017 5:30 p.m. Closed Session District Administration Offices Board Room 1401 W. Valencia Drive, Fullerton, California

## Minutes

<u>Open Session, Call to Order and Pledge of Allegiance</u> President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and Dr. Bob Pletka led the pledge of allegiance.

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

Administration present: Dr. Robert Pletka, Superintendent Guest present: Joey Sanchez (legal counsel)

No Pubic Comments.

Discussion Item Board Protocols and Operating Procedures

The Board held an extensive discussion with Joey Sanchez regarding Board Protocols and Operating Procedures. The Board discussed that the Superintendent and the Board President have the jurisdiction to add an item to a Board agenda. A member of the Board can add an item if there is a second motion by another member of the Board. If a Board member is requesting information, they should direct their request to the Superintendent or appropriate Assistant Superintendent. If a request for information takes more than two hours of staff time, then it needs to go back to the Board for approval. It was suggested to have future discussion on the selection of Board Bylaws, Board meeting dates and slate of Board positions (for example the rotation of Board President).

The Board adjourned Open Session at 7:46 p.m. and took a short recess.

**Closed Session** 

At 8:05 p.m., the Board recessed to Closed Session for • Public Employee Performance Evaluation Title: District Superintendent, Board Representative Hilda Sugarman [Government Code section 54954.5].

Guest present: Mark Ecker, Leadership Associates

#### Adjournment

President Sugarman adjourned the Special meeting on June 19, 2017 at 10:20 p.m. No report from Closed Session.

Clerk/Secretary, Board of Trustees

#### FULLERTON SCHOOL DISTRICT Minutes of the Regular Meeting of the Board of Trustees Tuesday, June 20, 2017 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 and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:00 p.m. and Dr. Emy Flores (Assistant Superintendent of Educational Services) led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Jeanette Vazquez (Chris Thompson attended Closed Session. He excused himself and was not present for Open Session due to illness.)

Administration present: Dr. Robert Pletka, Dr. Emy Flores, Dr. Chad Hammitt, Mrs. Susan Hume, Mr. Jay McPhail

#### Recess to Closed Session - Agenda

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

<u>Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session – Board Room</u> President Sugarman reconvened the Board Meeting at 6:00 p.m. and she led the pledge of allegiance to the flag. She reported the Board, in closed session, took action 5-0 to approve the termination of classified employee identification 3863.

#### Public Comments

Barry Levinson (community member) commented on District communications. He shared his concern regarding Trustee Thompson. Joe Imbriano (community member) commented that Mr. Levinson is a community activist.

Stephanie Oslick and Jaimini Teckchandani (GATE co-presidents) introduced themselves and thanked Dr. Alison DeMark (Coordinator for GATE) for her ongoing support. They reported the GATE Parent Organization has a new focus to reach out to more people and will be providing monthly events for parents and students.

#### Superintendent's Report

Dr. Bob Pletka reported it is time to look forward to the upcoming school year. He commented there is a lot of staff development that is being provided during the summer. Dr. Pletka thanked Educational Services and Innovation and Instructional Support for their support with staff development.

#### Information from the Board of Trustees

<u>Trustee Meyer-</u> She reported lots of exciting things are occurring during the summer and it continues to be busy. <u>Trustee Vazquez</u> – She is excited to visit summer camps and gave a shout out to Educational Services for coordinating summer programs.

#### Trustee Berryman- no comment.

<u>President Sugarman-</u> She thanked Susan Hume (Assistant Superintendent of Business Services) for her years of service to the District. Under her direction the District maintained fiscal stability and many projects were completed. The Board gifted Mrs. Hume a framed student art piece.

Information from DELAC, PTA, FETA, CSEA, FESMA No reports.

Item #2h was addressed at this time.

2h. Approve contract for Assistant Superintendent of Business Services effective July 1, 2017.

A revised board item #2h was presented to the Board to approve contract for Robert R. Coghlan, Ph.D., Assistant Superintendent of Business Services effective July 1, 2017. Dr. Chad Hammitt (Assistant Superintendent of Personnel Services) shared the qualifications of Dr. Robert Coghlan. It was then moved by Janny Meyer, seconded by Beverly Berryman and carried 4-0 to approve contract for Dr. Robert R. Coghlan.

#### Approve Minutes

Moved by Janny Meyer, seconded by Beverly Berryman and carried 4-0 to approve minutes of the Regular meeting on June 6, 2017 (Trustee Thompson was absent to vote).

#### Public Hearing

Trustee Sugarman conducted a public hearing at 6:25 p.m. to allow for public comment regarding the adoption of the Proposed Local Control Accountability Plan (LCAP) for three school years 2017/2018, 2018/2019, 2019/2020 and Annual Update for 2016/2017 prior to final adoption on June 20, 2017. Hearing no public comments, the public hearing was closed at 6:25 p.m.

#### Public Hearing

Trustee Sugarman conducted a public hearing at 6:26 p.m. to allow for public comment regarding Fullerton School District's 2017/2018 Budget on June 20, 2017. Hearing no public comments, the public hearing was closed at 6:26 p.m.

#### **Discussion/Action Items:**

2a. Adopt proposed Local Control and Accountability Plan (LCAP) for three school years 2017/2018, 2018/2019, 2019/2020 and Annual Update for 2016/2017.

Dr. Emy Flores shared information about the LCAP Committee members. Trustee Berryman suggested the District increase the number of parents involved in the committee. The Board briefly discussed LCAP. It was then moved by Jeanette Vazquez, seconded by Beverly Berryman and carried 4-0 to adopt proposed Local Control and Accountability Plan (LCAP) for three school years 2017/2018, 2018/2019, 2019/2020 and Annual Update for 2016/2017

2b. Adopt the proposed 2017/2018 budget—all funds.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 4-0 to adopt the proposed 2017/2018 budget—all funds.

2c. Approve Fullerton School District's 2017/2018 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 4-0 to approve Fullerton School District's 2017/2018 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130.

2d. Approve California School Employees Association's (CSEA), Chapter 130, Proposal to Negotiate with Fullerton School District for 2017/2018.

It was moved by Janny Meyer, seconded by Beverly Berryman and carried 4-0 to approve California School Employees Association's (CSEA), Chapter 130, Proposal to Negotiate with Fullerton School District for 2017/2018.

2e. Approve New Board Policy 4157.1 Fitness for Duty Examinations.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 4-0 to approve New Board Policy 4157.1 Fitness for Duty Examinations.

2f. Adopt Resolution #17/18-01 and approve 2017/2018 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2017 through June 30, 2018.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 4-0 to adopt Resolution #17/18-01

and approve 2017/2018 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2017 through June 30, 2018.

2g. Adopt Resolution #16/17-15 regarding the Education Protection Account.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 4-0 to adopt Resolution #16/17-15 regarding the Education Protection Account.

2h. Approve contract for Assistant Superintendent of Business Services effective July 1, 2017. *This item was previously addressed.* 

#### Administrative Report:

3a. First Reading: Revised Board Policy 3300, Expenditures/Expending Authority First Reading of above referenced Board Policy.

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

**Consent Items** 

Moved by Beverly Berryman, seconded by Janny Meyer and carried 4-0 to approve the consent items including revised consent item #1a. The Board commented on consent items #1a, #1b, #1q, and #1aa.

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 K22C0137, K22M0221, K22R1414 through K22R1504, K22T0011 through K22T0012, K22V0207, and K22X0399 for the 2016/2017 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 190850 through 190866 for the 2016/2017 school year.

1e. Approve/Ratify warrants numbered 110444 through 110713 for the 2016/2017 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12101 through 12109 for the 2016/2017 school year.

1g. Approve 2017/2018 Nonpublic School Master Contracts with Approach Learning and Assessment Centers, Inc. D.B.A. Olive Crest Academy, Beacon Day School, Blind Children's Learning Center, and Speech and Language Development Center.

1h. Approve 2017/2018 Independent Contractor Agreement between Fullerton School District and Secure Transportation for non-emergency transportation for students effective July 1, 2017 through June 30, 2018.

1i. Approve 2017/2018 Independent Contractor Agreement between Fullerton School District and Perry Passaro for psychoeducational assessments effective July 1, 2017 through June 30, 2018.

1j. Approve submission to the California Department of Education of the Spring Consolidated Application for Funding Categorical Aid Programs for the 2017/2018 school year.

1k. Approve Independent Contractor Agreement between Fullerton School District and Momentum in Teaching to provide training for a research-based, Balanced Literacy workshop to teachers and administrators on August 23 and August 25, 2017.

11. Approve Contract with Marzano Research Laboratory to provide Fullerton School District with a High Reliability Schools (HRS) Network for the 2017/2018 school year.

1m. Approve Amendment between Fullerton School District and Ryan Lewis to provide evaluation of educational programs related to student achievement and engagement for the 2016/2017 school year.

1n. Approve Summer STEAM Camp Program at University of Southern California (USC) for Fullerton School District students to attend three weeks in July 2017.

10. Approve out-of-state conference attendance for District staff to attend the High Reliability Schools (HRS) Summit in Rockwell, Texas on July 6-7, 2017.

1p. Approve Memorandum of Understanding (MOU) between Fullerton School District (FSD) and the Cotsen Foundation adding Fisler School for the 2017/2018 and 2018/2019 school years.

1q. Approve organizational memberships for 2017/2018.

1r. Approve/Ratify Contract #44446 with the Orange County Department of Education (OCDE) for implementation and software support of the SunGard Bi-Tech System.

1s. Approve dietetic students to intern in the Nutrition Services Department for the 2017/2018 school year.

1t. Approve renewal of agreement between Fullerton School District and Food Finders for the 2017/2018 school year.

1u. Approve piggyback between Fullerton School District and Hollandia Dairy, Inc., from Val Verde Unified School Food Service Agency piggybackable Bid No. FS 15/16-02 for milk, dairy fruit juices, and ice cream products.

1v. Approve increase in school lunch meal prices for the 2017/2018 school year.

1w. Approve renewal of contract between Fullerton School District and P&R Paper Supply Co. for the 2017/2018 school year.

1x. Approve renewal of contract between Fullerton School District and PJ of Southern California, LP, doing business as Papa John's Pizza for the Pizza Delivery Service for the 2017/2018 school year.

1y. Approve renewal of contract between Fullerton School District and Stix Holdings, LLC, doing business as Pick Up Stix for the 2017/2018 school year.

1z. Approve RocketScan Software and Hardware Maintenance Service Agreement between Fullerton School District and Image One Technology Solutions beginning September 1, 2017 through August 31, 2020.

1aa. Approve piggyback between Fullerton School District and Gold Star Food, Inc. from San Gabriel Valley Food Services Co-Op, Agency's Bid No. RFP #1173-15/16 for Distribution of Grocery, Snacks, Frozen and Refrigerated Foods; and Agency's Bid No. RFP #FS001:15-16 for Fresh and Processed Produce.

1bb. Approve contract with Venture Pacific Insurance to provide workers' compensation excess insurance coverage for 2017/2018.

1cc. Approve Notice of Completion for Color New Co., for Parks Junior High School, Building A, Paint, FSD-16-17-RD-03.

1dd. Approve Notice of Completion for Caston, Inc., for Parks Junior High School, Building A, Fireproofing, FSD-16-17-RD-01.

1ee. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for Carpeting Upgrades, Replacement, and Repairs, FSD-15-16-GFR-03 (Task: Parks Jr. High—Building A).

1ff. Approve Change Orders #1 through #6 for DBMC, Inc., for Parks Junior High School, Building A, Suspended Ceiling, Re-Bid, FSD 16-17-RD-05.

1gg. Approve Notice of Completion for DBMC, Inc., for Parks Junior High School, Building A, Suspended Ceiling, Re-Bid, FSD-16-17-RD-05.

1hh. Approve 2017/2018 Memorandum of Understanding (MOU) between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Special Education programs and procedures.

1ii. Approve contract between ClassLink and Fullerton School District for the 2017/2018 school year.

1jj. Approve contract between Fullerton School District and COMPanion Corporation for the 2017/2018 school year.

1kk. Approve contract between the Fullerton School District and ExploreLearning Gizmos for 2017/2018.

1II. Approve Independent Contractor Agreement between Fullerton School District and Charles Christopher Haskell for the 2017/2018 school year.

1mm. Approve contract between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Support, PowerSchool Learning, and PowerSchool Registration for 2017/2018 school year.

1nn. Approve Joe Robinson to provide staff training to the Management Team on July 25, 2017.

100. Approve Contract between Fullerton School District and Marzano Research Laboratory to provide the Art and Science of teaching on August 4, 2017.

1pp. Approve Classified Personnel Report.

President Sugarman read the following statement: The Board of Trustees would like to report from closed session the evaluation of Dr. Robert Pletka (*Special Board meeting on June 19, 2017*). Dr. Pletka was evaluated on the six adopted goals of the Fullerton School District. In each area with the support of our team, Dr. Pletka exceeded expectations. The Board is proud of the many accomplishments of the students, staff, and community during the past year. We are honored to have Dr. Pletka as our Superintendent.

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

Trustee Meyer commented that it would be beneficial to receive information about GATE programs. Trustee Vazquez read the following statement: Last night we began to draft our Superintendent's Evaluation. It was my first opportunity to provide input on the progress of our District Leader. It is my believe that this process violated industry standard in what ought to be a thorough review of goal indicators and student outcomes. However, it is my believe that we rushed through one of the most important duties this board has been entrusted by the public to carry out. I would like to request that in order to ensure due diligence in this process and to provide a more thorough and thoughtful review, aligned with industry standard. Trustee Sugarman would like to receive future information about student expulsions.

#### **Adjournment**

President Sugarman adjourned the Regular meeting on June 20, 2017 at 7:10 p.m.

Clerk/Secretary, Board of Trustees

## FULLERTON SCHOOL DISTRICT Agenda for Regular Meeting of the Board of Trustees Tuesday, July 25, 2017 6:00 p.m. Open Session

# District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

### <u>6:00 p.m. – Call to Order Open Session, Call to Order, Pledge of Allegiance.</u>

## 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.

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

<u>Approve Minutes</u> Special Meeting June 19, 2017 Regular Meeting June 20, 2017

Information Item District Survey Results: Youth Truth Presentation • Advanced Placement courses

#### Discussion/Action Items:

2a. Adopt Resolution #17/18-02 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

2b. Adopt Resolution 17/18-03 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (Districts 22, 40, 48).

2c. Adopt Resolution #17/18-04 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

2d. Adopt Resolution #17/18-05 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

2e. Approve revised Board Policy 3300(a).

## Administrative Reports:

3a. First Reading of Revised: Community Relations BP 1250 Visitors/Outsiders.

3b. First Reading of Revised Board Policies:

Revised: Instruction BP 6142.1, Sexual Health and HIV/AIDS

Instruction BP 6142.7, Physical Education

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 K22C0138, K22D1079 through K22D1080, K22M0222 through K22M0228, K22R1515 through K22R1567, K22V0208 through K22V0211, K22X0400 through K22X0405, and K22Z0067 for the 2016/2017 fiscal year; L22C0001 through L22C0004, L22D0001 through L22D0021, L22L0001, L22M0001 through L22M0013, L22R0001 through L22R0104, L22V0001 through L22V0012, L22X0001 through L22X0144, L22Y0001 through L22Y0054, and L22Z0001 through L22Z0063 for the 2017/2018 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 190867 through 190878 for the 2016/2017 school year and purchase orders numbered 200000 through 200068 for the 2017/2018 school year.

1e. Approve/Ratify warrants numbered 110714 through 111296 for the 2016/2017 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 12110 through 12203 for the 2016/2017 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve Classified tuition reimbursement.

1i. Adopt Resolutions numbered 16/17-B042 through 16/17-B044 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1j. Approve/Ratify warrant number 1111 for the 2016/2017 school year (District 40, Van Daele).

1k. Approve/Ratify warrant number 1182 for the 2016/2017 school year (District 48, Amerige Heights).

11. Approve contract with Fast Deer Bus Charter, Inc., to provide transportation for field trips, effective

July 26, 2017 through June 30, 2018.

1m. Approve contract with Transportation Charter Services to provide transportation for field trips, effective July 25, 2017 through June 30, 2018.

1n. Approve Change Order #1 for Parks Junior High School, Interim Housing Decommissioning, FSD-16-17-RD-02, To DBMC, Inc.

10. Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for carpeting upgrades, replacement, and repairs for Ladera Vista Junior High School.

1p. Approve/Ratify purchase order numbered L40X0001 for the 2017/2018 fiscal year for District 40 (Van Daele).

1q. Approve/Ratify purchase orders numbered L48R0001 and L48X0001 for the 2017/2018 fiscal year for District 48 (Amerige Heights).

1r. Approve Addendum between Fullerton School District and Secure Transportation, for contract cost adjustment for the 2016/2017 school year.

1s. Approve 2017/2018 Independent Contractor Agreement with Abby Rozenberg, M.S. CCC-SLP, Allied Interpreting Service, Inc., Child Shuttle, Dayle McIntosh Center, and Goodwill Industries of Orange County (ATEC).

1t. Approve Independent Contractor Agreements with Boys & Girls Club of Fullerton and City of Fullerton for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for the 2017/2018 school year from August 14, 2017 through June 1, 2018.

1u. Approve 2017/2018 Nonpublic Agency Master Contracts with Advanced Care Therapy Group, Behavioral Health Works, Inc., Cornerstone Therapies, Gallagher Pediatrict Therapy, Invo Healthcare Associates, My Therapy Company, Procare Therapy, Inc., Ro Health, Inc., Speech Bananas, Staffrehab, and Therapists Unlimited: a Division of Careerstaff Unlimited, Inc.

1v. Approve Contract with Marzano Research Laboratory to provide Fullerton School District (FSD) with High-Reliability Schools (HRS) Level Two and Three Professional Development for the 2017/2018 school year.

1w. Approve Emy Flores, Ed.D., to attend the Association of Latino Administrators and Superintendents (ALAS) 14<sup>th</sup> Annual Education Summit in Houston, TX, on October 10-14, 2017.

1x. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2017- June 30, 2017).

1y. Approve/Ratify Federal Work Study Placement Agreement between Raymond Elementary School and North Orange County Community College District to commence July 1, 2017 through June 30, 2017.

1z. Approve/Ratify Student Teaching Affiliation Agreement between Fullerton School District and Western Governors University to commence June 29, 2017.

1aa. Approve Educational Fieldwork Agreement between Fullerton School District and University of Redlands effective June 1, 2017 through June 1, 2019.

1bb. Approve/Ratify Internship Program Memorandum of Understanding between Fullerton School District and University of Redlands effective June 1, 2017 through June 1, 2019.

1cc. 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 August 1, 2017 through June 30, 2018.

1dd. Approve License and Services Agreement for the purchase of Review 360 software program, including implementation support and training, for the Fullerton School District in support of its Multi-Tiered Systems of Support Program.

1ee. Approve Leg Godt to continue providing additional Computer Science education for the 2017/2018 school year for Fisler School, Nicolas Junior High School, Pacific Drive School, and Valencia Park School.

1ff. Approve Addendum for Independent Contractor between Fullerton School District and K5, LLC to provide coding, data dashboards and other critical components for District's programs.

1gg. Approve Independent Contractor Agreement between Fullerton School District and Thrively Inc. for the 2017/2018 school year.

1hh. Approve/Ratify Contract between Fullerton School District and Marzano Research Laboratory to provide the Art and Science of teaching on August 4, 2017.

1ii. Award Contract for Raymond Elementary School Entry Improvements--Revision 1, FSD-17-18-RD-01, to DBMC, Inc.

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

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, August 22, 2017, 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 Koreano 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 이용하시길 원하시면 이사회 회의가 열리기 72시간전에 교육감 사무실 전화번호 (714) 447-7405로 전화하시어 칼멘 세르나에게 연락하십시요.

BOARD AGENDA ITEM #2a

FULLERTON SCHOOL DISTRICT District 22—Fullerton School District District 40—CFD No. 2000-1 (Van Daele) District 48—CFD No. 2001-1 (Amerige Heights)

## **DISCUSSION/ACTION ITEM**

DATE: July 25, 2017

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: ADOPT RESOLUTION #17/18-02 AUTHORIZING DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS BY SIGNATURE TO BE KEPT ON FILE BY THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR THE FULLERTON SCHOOL DISTRICT (DISTRICTS 22, 40, 48)

- <u>Background:</u> In accordance with Education Code section 42633, "The governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order."
- <u>Resolution:</u> The Orange County Superintendent of Schools requires that all designated personnel authorized to sign various documents as listed on the attached resolution be approved by the Board of Trustees.

Funding: Not applicable.

<u>Recommendation:</u> Adopt Resolution #17/18-02 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

RC:MG:gs Attachment

## BOARD OF TRUSTEES FULLERTON SCHOOL DISTRICT Orange County, California

## RESOLUTION #17/18-02 DISTRICTS 22, 40, AND 48

# RESOLUTION FOR THE AUTHORIZATION OF DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS FOR THE FULLERTON SCHOOL DISTRICT

WHEREAS, Education Code section 42631 provides that all payments from the funds of a school district shall be made by written order of the governing board of the school district; and

**WHEREAS**, Education Code section 42632 requires that each order drawn on the funds of a school district be signed by a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign the orders in its name; and

**WHEREAS**, Education Code section 42633 requires that the verified signature of each person, including members of the governing board, authorized to sign orders in the name of the governing board shall be filed with the County Superintendent of Schools;

**NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED** that the Board of Trustees of the Fullerton School District authorizes the following named persons to approve the District documents as so indicated with their respective signatures to be kept on file by the Orange County Superintendent of Schools, effective July 25, 2017, and that all previous authorizations for approval are rescinded:

Signature	Federal, State, County Reports, Documents	Government Projects	Inter-district Agreements	Purchase Orders and / or Bid Documents	Contracts and Agreements	Leases	All Checking and Savings Checks and Transfers	B-Warrants and Checks, All FSD Accounts	Warrant Registers	Employee Notices and Status Changes
Robert Pletka, Ed.D., District Superintendent	Х	Х	Х	х	х	Х	х	Х	х	Х
Robert R. Coghlan, Ph.D., Asst.Supt., Business Services	Х	Х	х	х	х	Х	х	х	х	х
Ema Flores, Ed.D., Asst. Supt., Educational Services	Х	Х	Х		х		х	Х	х	
Chad Hammitt, Ed.D., Asst. Supt., Personnel Services	Х	Х	Х		х		х	х	х	Х
Jay McPhail,Asst.,Supt.,Innovation/Instructional Support	Х	Х	Х		х		x	х	х	
Melissa Greenwood, Director, Business Services	Х			x			x	х	х	
Chanjira Luu, Director, Classified Personnel										Х
Robert Macauley, Director, M&O/Facilities Services				x						
Michael Burns, Director, Nutrition Services				х	х		х	х	х	
Damian Ibarra , Supervisor, Business Services							х	х	х	
Michael McAdam, Supervisor, Purchasing & Warehouse				х			х	х		
Rachel Grantham, Financial Analyst							x	Х		

**BE IT FURTHER RESOLVED** that when the authorization is exercised, the claims and orders have been ordered paid by said Board of Trustees, and have been processed pursuant to the provisions of Education Code sections 42630-34.

Passed and adopted by the Board of Trustees of the Fullerton School District on July 25, 2017, by the following voice vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

STATE OF CALIFORNIA ) ) ss. COUNTY OF ORANGE )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 25<sup>th</sup> day of July 2017, and I have hereunto set my hand and seal this 25<sup>th</sup> day of July 2017.

Clerk of the Board of Trustees

BOARD AGENDA ITEM #2b

FULLERTON SCHOOL DISTRICT District 22—Fullerton School District District 40—CFD No. 2000-1 (Van Daele) District 48—CFD No. 2001-1 (Amerige Heights)

## **DISCUSSION/ACTION ITEM**

DATE: July 25, 2017

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: ADOPT RESOLUTION #17/18-03 AUTHORIZING THE ELECTRONIC APPROVAL OF VENDOR CLAIMS/ORDERS FOR THE FULLERTON SCHOOL DISTRICT (DISTRICTS 22, 40, 48)

Background: In order to continue to conduct the business of the District, it becomes necessary from time to time to update the list of persons authorized to approve vendor payments electronically.

In accordance with Education Code section 42633, "The governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order."

Rationale: The Orange County Superintendent of Schools requires that all designated personnel authorized to sign various documents as listed on the attached Resolution be approved by the Board of Trustees.

Funding: Not applicable.

<u>Recommendation:</u> Adopt Resolution #17/18-03 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (Districts 22, 40, 48).

RC:MG:gs Attachment

## BOARD OF TRUSTEES FULLERTON SCHOOL DISTRICT Orange County, California

## RESOLUTION #17/18-03 FULLERTON SCHOOL DISTRICT DISTRICTS 22, 40, AND 48

## RESOLUTION FOR THE AUTHORIZATION OF ELECTRONIC APPROVAL OF VENDOR CLAIMS/ORDERS FOR THE FULLERTON SCHOOL DISTRICT

WHEREAS, Education Code section 42631 authorizes processing warrants through an on-line data processing system; and

**WHEREAS**, Education Code section 42632 requires that each order drawn on the funds of a school district be signed by a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign the orders in its name; and

WHEREAS, Education Code section 42633 requires that the verified signature of each person, including members of the governing board, authorized to sign orders in the name of the governing board shall be filed with the County Superintendent of Schools;

**NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED** that the Board of Trustees of the Fullerton School District authorizes the following named persons to approve vendor payments electronically, effective July 26, 2016, and that all previous authorizations for approval are rescinded:

TYPED NAME	<u>SIGNATURE</u>
Melissa Greenwood, Director, Business Services	
Damian Ibarra, Supervisor, Business Services	
Mike McAdam, Supervisor, Purchasing, Stores, & Warehouse	
Rachel Grantham, Financial Analyst	

**BE IT FURTHER RESOLVED** that when the authorization is exercised, the claims and orders have been ordered paid by said Board of Trustees, and have been processed pursuant to the provisions of Education Code sections 42630-34.

Passed and adopted by the Board of Trustees of the Fullerton School District on July 25, 2017, by the following voice vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	

Signature President, Board of Trustees Fullerton School District STATE OF CALIFORNIA ) ) ss. COUNTY OF ORANGE )

I,\_\_\_\_\_\_, Clerk of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 25<sup>th</sup> day of July 2017, and I have hereunto set my hand and seal this 25<sup>th</sup> day of July 2017.

Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT District 40—CFD No. 2000-1 (Van Daele) BOARD AGENDA ITEM #2c

#### DISCUSSION/ACTION ITEM

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

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

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: ADOPT RESOLUTION #17/18-04 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2000-1 (DISTRICT 40, VAN DAELE)

Background: On June 13, 2000, the Fullerton School District formed Community Facilities District (CFD) No. 2000-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, on 14.71 net acres of property owned by Fullerton 104/AFX, LTD., a California limited partnership of which Van Daele Development Corporation, a California corporation, was the general partner. CFD No. 2000-1 issued 2001 special tax bonds in the amount of \$1,195,000 on November 1, 2001.

With the formation of CFD No. 2000-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #17/18-04, which authorizes and provides for the levying of special taxes in CFD No. 2000-1 for fiscal year 2017/2018. The special taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved.

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

# <u>Recommendation:</u> Adopt Resolution #17/18-04 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

RC:RG:gs Attachment

## FULLERTON SCHOOL DISTRICT RESOLUTION #17/18-04

## RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2000-1 (VAN DAELE) AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN SAID DISTRICT

**WHEREAS**, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2000-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

**WHEREAS**, following a special election of the qualified electors of the District, this Board on June 27, 2000, acting as the governing body of the District, adopted Ordinance No. 99/00-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

**WHEREAS**, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2017/2018 by the adoption of a Resolution as specified by the Act and Ordinances.

### NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

<u>Section 1</u>. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory, which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2017/2018 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

<u>Section 3</u>. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required, in order to place said special taxes on the secured property tax roll for fiscal year 2017/2018 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 25<sup>th</sup> day of July 2017

AYES:

NOES:

ABSENT:

ABSTAIN

Hilda Sugarman, President Board of Trustees

ATTEST:

Clerk of the Board of Trustees

State of California	)
	) ss
County of Orange	)

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 40 held on the 25<sup>th</sup> day of July 2017.

Clerk of the Board of Trustees

Book	Page	Parcel	Special Tax
284	113	13	\$1,366.16
284	113	14	\$1,366.16
284	113	15	\$1,366.16
284	113	16	\$1,366.16
284	113	17	\$1,366.16
284	113	18	\$1,366.16
284	113	19	\$1,366.16
284	113	20	\$1,366.16
284	113	21	\$1,366.16
284	113	22	\$1,366.16
284	113	23	\$1,366.16
284	113	24	\$1,366.16
284	113	25	\$1,366.16
284	113	26	\$0.00
284	113	27	\$0.00
284	113	28	\$0.00
284	113	29	\$0.00
284	471	1	\$1,366.16
284	471	2	\$1,366.16
284	471	3	\$1,366.16
284	471	4	\$1,366.16
284	471	5	\$1,366.16
284	471	6	\$1,366.16
284	471	7	\$1,366.16
284	471	8	\$1,366.16
284	471	9	\$1,366.16
284	471	10	\$1,366.16
284	471	11	\$1,366.16
284	471	12	\$1,366.16
284	471	13	\$1,366.16
284	471	14	\$1,366.16
284	471	15	\$1,366.16
284	471	16	\$1,366.16
284	471	17	\$1,366.16
284	471	18	\$1,366.16
284	471	19	\$1,366.16
284	471	20	\$1,366.16
284	471	21	\$1,366.16
284	471	22	\$1,366.16

Book	Page	Parcel	Special Tax
284	471	23	\$1,366.16
284	471	24	\$1,366.16
284	471	25	\$1,366.16
284	471	26	\$1,366.16
284	471	27	\$1,366.16
284	471	28	\$1,366.16
284	471	29	\$1,366.16
284	471	30	\$1,366.16
284	471	31	\$1,366.16
284	471	32	\$1,366.16
284	471	33	\$1,366.16
284	471	34	\$1,366.16
284	471	35	\$1,366.16
284	471	36	\$1,366.16
284	471	37	\$1,366.16
284	471	38	\$1,366.16
284	471	39	\$1,366.16
284	471	40	\$1,366.16
284	471	41	\$1,366.16
284	471	42	\$0.00
284	471	43	\$0.00
284	471	44	\$0.00
284	471	45	\$0.00
284	471	46	\$0.00
284	471	47	\$0.00
284	471	48	\$0.00
284	481	1	\$1,366.16
284	481	2	\$1,366.16
284	481	3	\$1,366.16
284	481	4	\$1,366.16
284	481	5	\$1,366.16
284	481	6	\$1,366.16
284	481	7	\$1,366.16
284	481	8	\$1,366.16
284	481	9	\$1,366.16
284	481	10	\$1,366.16
284	481	11	\$1,366.16

Book	Page	Parcel	Special Tax
284	481	12	\$1,366.16
284	481	13	\$1,366.16
284	481	14	\$1,366.16
284	481	15	\$1,366.16
284	481	16	\$1,366.16
284	481	17	\$1,366.16
284	481	18	\$1,366.16
284	481	19	\$1,366.16
284	481	20	\$1,366.16
284	481	21	\$1,366.16
284	481	22	\$1,366.16
284	481	23	\$1,366.16
284	481	24	\$1,366.16
284	481	25	\$1,366.16
284	481	26	\$1,366.16
284	481	27	\$1,366.16
284	481	28	\$1,366.16
284	481	29	\$1,366.16
284	481	30	\$1,366.16
284	481	31	\$1,366.16
284	481	32	\$1,366.16
284	481	33	\$1,366.16
284	481	34	\$1,366.16
284	481	35	\$1,366.16
284	481	36	\$1,366.16
284	481	37	\$1,366.16
284	481	38	\$0.00
284	481	39	\$0.00
284	481	40	\$0.00
284	481	41	\$0.00
284	481	42	\$0.00
284	481	43	\$0.00
284	481	44	\$0.00
284	481	45	\$0.00

Major Conclusions					
Total Number of Parcels	110				
Number of Parcels Taxed	91				
Total Special Tax Levy for Fiscal Year 2017/2018	\$124,320.56				

FULLERTON SCHOOL DISTRICT District 48—CFD No. 2001-1 (Amerige Heights) BOARD AGENDA ITEM #2d

#### DISCUSSION/ACTION ITEM

DATE: July 25, 2017

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

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

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: ADOPT RESOLUTION #17/18-05 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2001-1 (DISTRICT 48, AMERIGE HEIGHTS)

Background: On August 14, 2001, the Fullerton School District formed Community Facilities District (CFD) No. 2001-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended on 106.72 net acres of property known as the Amerige Heights Project. CFD No. 2001-1 issued 2001 special tax bonds in the amount of \$19,450,000 on December 1, 2001.

With the formation of CFD No. 2001-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #17/18-05, which authorizes and provides for the levying of special taxes in CFD No. 2001-1 for fiscal year 2017/2018. The special taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved.

Rationale: Annual authorization of the special tax levy is required by law.

<u>Funding:</u> Not applicable.

<u>Recommendation:</u> Adopt Resolution #17/18-05 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

RC:RG:gs Attachment

## FULLERTON SCHOOL DISTRICT RESOLUTION #17/18-05

## RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-1 (AMERIGE HEIGHTS) AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN SAID DISTRICT

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2001-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

**WHEREAS**, following a special election of the qualified electors of the District, this Board on August 28, 2001, acting as the governing body of the District, adopted Ordinance No. 01/02-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2017/2018 by the adoption of a Resolution as specified by the Act and Ordinances.

## NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

<u>Section 1</u>. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2017/2018 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

<u>Section 3</u>. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for fiscal year 2017/2018 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

	PASSED, A	APPROV	ED, and AD	OPTED t	his 25 <sup>th</sup> day	y of July 2	017			
	AYES:									
	NOES:									
	ABSENT:									
	ABSTAIN:									
					a Sugarmar d of Truste		nt			
ATTE	ST:									
Clerk	of the Board	of Truste	es	-						
State	of California		) ) SS							
Count	y of Orange		)							
and ac	lopted by the	e Board o	hereby certi f Trustees of ng body of D	fy that th f the Fulle	erton Scho	g Resolution	on was du at a Regu	ıly passed ılar meetir	d, approved	,

Clerk of the Board of Trustees

Book	Page	Parcel	Interest	Special Tax
280	312	4	0	\$0.00
280	321	1	0	\$1,957.40
280	321	2	0	\$1,957.40
280	321	3	0	\$1,957.40
280	321	4	0	\$1,957.40
280	321	5	0	\$1,957.40
280	321	6	0	\$1,957.40
280	321	7	0	\$1,957.40
280	321	8	0	\$1,957.40
280	321	9	0	\$1,957.40
280	321	10	0	\$1,722.52
280	321	11	0	\$1,957.40
280	321	12	0	\$1,957.40
280	321	13	0	\$1,722.52
280	321	14	0	\$1,957.40
280	321	15	0	\$1,957.40
280	321	16	0	\$1,957.40
280	321	17	0	\$1,957.40
280	321	18	0	\$1,722.52
280	321	19	0	\$1,957.40
280	321	20	0	\$1,957.40
280	321	21	0	\$1,957.40
280	321	22	0	\$1,722.52
280	321	23	0	\$1,957.40
280	321	24	0	\$1,957.40
280	321	25	0	\$1,722.52
280	321	26	0	\$1,957.40
280	321	27	0	\$1,957.40
280	321	28	0	\$1,957.40
280	321	29	0	\$1,722.52
280	321	30	0	\$1,957.40
280	321	31	0	\$1,957.40
280	321	32	0	\$1,957.40
280	321	33	0	\$1,957.40
280	321	34	0	\$1,722.52
280	321	35	0	\$1,957.40
280	321	36	0	\$1,957.40
280	321	37	0	\$1,957.40
280	321	38	0	\$1,722.52

Book	Page	Parcel	Interest	Special Tax
280	321	39	0	\$1,957.40
280	321	40	0	\$1,957.40
280	321	41	0	\$1,957.40
280	321	42	0	\$1,957.40
280	321	43	0	\$1,722.52
280	321	44	0	\$1,957.40
280	321	45	0	\$1,957.40
280	321	46	0	\$1,957.40
280	321	47	0	\$1,957.40
280	321	48	0	\$1,957.40
280	321	49	0	\$1,957.40
280	321	50	0	\$1,957.40
280	321	51	0	\$0.00
280	321	52	0	\$0.00
280	321	53	0	\$0.00
280	321	54	0	\$0.00
280	321	55	0	\$0.00
280	321	56	0	\$0.00
280	321	57	0	\$0.00
280	321	58	0	\$0.00
280	331	1	0	\$1,957.40
280	331	2	0	\$1,957.40
280	331	3	0	\$1,957.40
280	331	4	0	\$1,957.40
280	331	5	0	\$1,957.40
280	331	6	0	\$1,957.40
280	331	7	0	\$1,722.52
280	331	8	0	\$1,957.40
280	331	9	0	\$1,957.40
280	331	10	0	\$1,957.40
280	331	11	0	\$1,722.52
280	331	12	0	\$1,957.40
280	331	13	0	\$1,957.40
280	331	14	0	\$1,957.40
280	331	15	0	\$1,957.40
280	331	16	0	\$1,957.40
280	331	17	0	\$1,957.40
280	331	18	0	\$1,957.40
280	331	19	0	\$1,957.40

Book	Page	Parcel	Interest	Special Tax
280	331	20	0	\$1,957.40
280	331	21	0	\$1,957.40
280	331	22	0	\$1,957.40
280	331	23	0	\$1,722.52
280	331	24	0	\$1,957.40
280	331	25	0	\$1,957.40
280	331	26	0	\$1,957.40
280	331	27	0	\$1,957.40
280	331	28	0	\$1,957.40
280	331	29	0	\$1,957.40
280	331	30	0	\$1,957.40
280	331	31	0	\$1,957.40
280	331	32	0	\$1,957.40
280	331	33	0	\$1,957.40
280	331	34	0	\$1,957.40
280	331	35	0	\$1,957.40
280	331	36	0	\$1,722.52
280	331	37	0	\$1,957.40
280	331	38	0	\$1,722.52
280	331	39	0	\$1,957.40
280	331	40	0	\$1,957.40
280	331	41	0	\$1,957.40
280	331	42	0	\$1,957.40
280	331	43	0	\$1,722.52
280	331	44	0	\$1,957.40
280	331	45	0	\$1,957.40
280	331	46	0	\$1,957.40
280	331	47	0	\$1,957.40
280	331	48	0	\$1,957.40
280	331	49	0	\$1,957.40
280	331	50	0	\$1,722.52
280	331	51	0	\$1,957.40
280	331	52	0	\$1,957.40
280	331	53	0	\$1,957.40
280	331	54	0	\$1,722.52
280	331	55	0	\$1,957.40
280	331	56	0	\$1,957.40
280	331	57	0	\$1,957.40
280	331	58	0	\$1,957.40

Book	Page	Parcel	Interest	Special Tax
280	331	59	0	\$1,957.40
280	331	60	0	\$1,957.40
280	331	61	0	\$1,957.40
280	331	62	0	\$1,957.40
280	331	63	0	\$1,722.52
280	331	64	0	\$1,957.40
280	331	65	0	\$1,957.40
280	331	66	0	\$1,957.40
280	331	67	0	\$1,957.40
280	331	68	0	\$1,957.40
280	331	69	0	\$1,957.40
280	331	70	0	\$1,957.40
280	331	71	0	\$1,722.52
280	331	72	0	\$0.00
280	331	73	0	\$0.00
280	331	74	0	\$0.00
280	331	78	0	\$0.00
280	341	1	0	\$1,428.90
280	341	2	0	\$1,722.52
280	341	3	0	\$1,722.52
280	341	4	0	\$1,722.52
280	341	5	0	\$1,722.52
280	341	6	0	\$1,722.52
280	341	7	0	\$1,722.52
280	341	8	0	\$1,722.52
280	341	9	0	\$1,428.90
280	341	10	0	\$1,722.52
280	341	11	0	\$1,722.52
280	341	12	0	\$1,722.52
280	341	13	0	\$1,722.52
280	341	14	0	\$1,722.52
280	341	15	0	\$1,428.90
280	341	16	0	\$1,722.52
280	341	17	0	\$1,722.52
280	341	18	0	\$1,722.52
280	341	19	0	\$1,428.90
280	341	20	0	\$1,722.52
280	341	21	0	\$1,722.52
280	341	22	0	\$1,428.90

Book	Page	Parcel	Interest	Special Tax
280	341	23	0	\$1,722.52
280	341	24	0	\$1,722.52
280	341	25	0	\$1,722.52
280	341	26	0	\$1,428.90
280	341	27	0	\$1,722.52
280	341	28	0	\$1,722.52
280	341	29	0	\$1,428.90
280	341	30	0	\$1,722.52
280	341	31	0	\$1,722.52
280	341	32	0	\$1,722.52
280	341	33	0	\$1,722.52
280	341	34	0	\$1,428.90
280	341	35	0	\$1,722.52
280	341	36	0	\$1,722.52
280	341	37	0	\$1,722.52
280	341	38	0	\$1,722.52
280	341	39	0	\$1,722.52
280	341	40	0	\$1,428.90
280	341	41	0	\$1,722.52
280	341	42	0	\$1,722.52
280	341	43	0	\$1,722.52
280	341	44	0	\$1,722.52
280	341	45	0	\$1,722.52
280	341	55	0	\$1,722.52
280	341	56	0	\$1,722.52
280	341	57	0	\$1,428.90
280	341	58	0	\$1,722.52
280	341	59	0	\$1,722.52
280	341	60	0	\$1,722.52
280	341	61	0	\$1,722.52
280	341	62	0	\$1,428.90
280	341	63	0	\$1,722.52
280	341	64	0	\$1,722.52
280	341	65	0	\$1,428.90
280	341	66	0	\$1,428.90
280	341	67	0	\$1,722.52
280	341	68	0	\$1,428.90
280	341	69	0	\$1,722.52
280	341	70	0	\$1,428.90

Book	Page	Parcel	Interest	Special Tax
280	341	71	0	\$1,722.52
280	341	72	0	\$1,722.52
280	341	73	0	\$1,722.52
280	341	74	0	\$1,722.52
280	341	75	0	\$1,428.90
280	341	76	0	\$1,722.52
280	341	77	0	\$1,722.52
280	341	78	0	\$1,722.52
280	341	79	0	\$1,428.90
280	341	80	0	\$1,722.52
280	341	81	0	\$1,428.90
280	341	82	0	\$1,722.52
280	351	1	0	\$1,957.40
280	351	2	0	\$1,957.40
280	351	3	0	\$1,957.40
280	351	4	0	\$1,957.40
280	351	5	0	\$1,957.40
280	351	6	0	\$1,957.40
280	351	7	0	\$1,957.40
280	351	8	0	\$1,957.40
280	351	9	0	\$1,957.40
280	351	10	0	\$1,957.40
280	351	11	0	\$1,957.40
280	351	12	0	\$1,957.40
280	351	13	0	\$1,957.40
280	351	14	0	\$1,957.40
280	351	15	0	\$1,957.40
280	351	16	0	\$1,957.40
280	351	17	0	\$1,722.52
280	351	21	0	\$1,722.52
280	351	22	0	\$1,722.52
280	351	23	0	\$1,722.52
280	351	24	0	\$1,722.52
280	351	25	0	\$1,722.52
280	351	26	0	\$1,722.52
280	351	27	0	\$1,722.52
280	351	28	0	\$1,722.52
280	351	29	0	\$1,722.52
280	351	30	0	\$1,722.52

Book	Page	Parcel	Interest	Special Tax
280	351	31	0	\$1,722.52
280	351	32	0	\$1,722.52
280	351	33	0	\$1,722.52
280	351	34	0	\$1,722.52
280	351	35	0	\$1,722.52
280	351	36	0	\$1,722.52
280	351	37	0	\$1,722.52
280	351	38	0	\$1,722.52
280	351	39	0	\$1,722.52
280	351	40	0	\$1,722.52
280	351	41	0	\$1,722.52
280	351	42	0	\$1,722.52
280	351	43	0	\$1,722.52
280	351	44	0	\$1,722.52
280	351	45	0	\$1,722.52
280	351	46	0	\$1,722.52
280	351	47	0	\$1,722.52
280	351	48	0	\$1,722.52
280	351	49	0	\$1,722.52
280	351	50	0	\$1,722.52
280	351	51	0	\$1,722.52
280	351	52	0	\$1,722.52
280	351	53	0	\$1,722.52
280	351	54	0	\$1,722.52
280	351	55	0	\$1,722.52
280	351	56	0	\$1,722.52
280	351	57	0	\$1,722.52
280	351	58	0	\$1,722.52
280	351	59	0	\$1,722.52
280	351	60	0	\$1,722.52
280	351	61	0	\$1,722.52
280	351	62	0	\$1,722.52
280	351	63	0	\$1,722.52
280	351	64	0	\$1,722.52
280	351	65	0	\$1,722.52
280	351	66	0	\$1,722.52
280	351	67	0	\$1,722.52
280	351	68	0	\$1,722.52
280	351	69	0	\$1,722.52

Book	Page	Parcel	Interest	Special Tax
280	351	70	0	\$1,957.40
280	351	71	0	\$1,722.52
280	351	72	0	\$1,957.40
280	351	73	0	\$1,722.52
280	351	74	0	\$1,957.40
280	351	75	0	\$1,722.52
280	351	76	0	\$1,957.40
280	351	77	0	\$1,722.52
280	351	78	0	\$1,957.40
280	351	79	0	\$1,722.52
280	351	80	0	\$1,957.40
280	351	81	0	\$1,722.52
280	351	82	0	\$1,957.40
280	351	83	0	\$1,722.52
280	351	84	0	\$1,957.40
280	351	85	0	\$1,722.52
280	351	86	0	\$1,957.40
280	351	87	0	\$1,722.52
280	361	1	0	\$1,957.40
280	361	2	0	\$1,722.52
280	361	3	0	\$1,957.40
280	361	4	0	\$1,957.40
280	361	5	0	\$1,722.52
280	361	6	0	\$1,957.40
280	361	7	0	\$1,957.40
280	361	8	0	\$1,957.40
280	361	9	0	\$1,957.40
280	361	10	0	\$1,957.40
280	361	11	0	\$1,957.40
280	361	12	0	\$1,957.40
280	361	13	0	\$1,957.40
280	361	14	0	\$1,957.40
280	361	15	0	\$1,957.40
280	361	16	0	\$1,957.40
280	361	17	0	\$1,957.40
280	361	18	0	\$1,722.52
280	361	19	0	\$1,957.40
280	361	20	0	\$1,957.40
280	361	21	0	\$1,957.40

Book	Page	Parcel	Interest	Special Tax
280	361	22	0	\$1,722.52
280	361	23	0	\$1,957.40
280	361	24	0	\$1,957.40
280	361	25	0	\$1,722.52
280	361	26	0	\$1,957.40
280	361	27	0	\$1,722.52
280	361	28	0	\$1,957.40
280	361	29	0	\$1,957.40
280	361	30	0	\$1,957.40
280	361	31	0	\$1,957.40
280	361	32	0	\$1,957.40
280	361	33	0	\$1,722.52
280	361	34	0	\$1,957.40
280	361	35	0	\$1,957.40
280	361	36	0	\$1,722.52
280	361	37	0	\$1,957.40
280	361	38	0	\$1,957.40
280	361	39	0	\$1,957.40
280	361	40	0	\$1,957.40
280	361	41	0	\$1,957.40
280	361	42	0	\$1,957.40
280	361	43	0	\$1,957.40
280	361	44	0	\$1,957.40
280	361	45	0	\$1,722.52
280	361	46	0	\$1,957.40
280	361	47	0	\$1,957.40
280	361	48	0	\$1,957.40
280	361	49	0	\$1,957.40
280	361	50	0	\$1,957.40
280	361	51	0	\$1,957.40
280	361	52	0	\$1,957.40
280	361	53	0	\$1,957.40
280	361	54	0	\$1,957.40
280	361	55	0	\$1,957.40
280	361	56	0	\$1,957.40
280	361	57	0	\$1,957.40
280	361	58	0	\$1,957.40
280	361	59	0	\$1,957.40
280	361	60	0	\$1,722.52

Book	Page	Parcel	Interest	Special Tax
280	361	61	0	\$1,957.40
280	361	62	0	\$1,957.40
280	361	63	0	\$0.00
280	371	1	0	\$2,427.18
280	371	2	0	\$2,153.16
280	371	3	0	\$2,153.16
280	371	4	0	\$2,427.18
280	371	5	0	\$2,427.18
280	371	6	0	\$2,153.16
280	371	7	0	\$2,427.18
280	371	8	0	\$2,153.16
280	371	9	0	\$2,427.18
280	371	10	0	\$2,153.16
280	371	11	0	\$2,153.16
280	371	12	0	\$2,427.18
280	371	13	0	\$2,153.16
280	371	14	0	\$2,427.18
280	371	15	0	\$2,153.16
280	371	16	0	\$2,427.18
280	371	17	0	\$2,427.18
280	371	18	0	\$2,153.16
280	371	19	0	\$2,153.16
280	371	20	0	\$2,153.16
280	371	21	0	\$2,427.18
280	371	22	0	\$2,153.16
280	371	23	0	\$2,427.18
280	371	24	0	\$2,153.16
280	371	25	0	\$2,153.16
280	371	26	0	\$2,427.18
280	371	27	0	\$2,153.16
280	371	28	0	\$2,427.18
280	371	29	0	\$2,153.16
280	371	30	0	\$2,153.16
280	371	31	0	\$2,427.18
280	371	32	0	\$2,427.18
280	371	33	0	\$2,153.16
280	371	34	0	\$2,153.16
280	371	35	0	\$2,153.16
280	371	36	0	\$2,153.16

Book	Page	Parcel	Interest	Special Tax
280	371	37	0	\$2,427.18
280	371	38	0	\$2,427.18
280	371	39	0	\$2,427.18
280	371	40	0	\$2,427.18
280	371	41	0	\$2,153.16
280	371	42	0	\$2,153.16
280	371	43	0	\$2,427.18
280	371	44	0	\$2,153.16
280	371	45	0	\$2,153.16
280	371	46	0	\$0.00
280	371	48	0	\$0.00
280	371	49	0	\$0.00
280	371	50	0	\$0.00
280	381	1	0	\$2,427.18
280	381	2	0	\$2,427.18
280	381	3	0	\$2,153.16
280	381	4	0	\$2,427.18
280	381	5	0	\$2,153.16
280	381	6	0	\$2,153.16
280	381	7	0	\$2,427.18
280	381	8	0	\$2,153.16
280	381	9	0	\$2,427.18
280	381	10	0	\$2,427.18
280	381	11	0	\$2,153.16
280	381	12	0	\$2,427.18
280	381	13	0	\$2,153.16
280	381	14	0	\$2,427.18
280	381	15	0	\$2,153.16
280	381	16	0	\$2,427.18
280	381	17	0	\$2,153.16
280	381	18	0	\$2,427.18
280	381	19	0	\$2,153.16
280	381	20	0	\$2,427.18
280	381	21	0	\$2,427.18
280	381	22	0	\$2,153.16
280	381	23	0	\$2,427.18
280	381	24	0	\$2,153.16
280	381	25	0	\$2,427.18
280	381	26	0	\$2,153.16

Book	Page	Parcel	Interest	Special Tax
280	381	27	0	\$2,153.16
280	381	28	0	\$2,427.18
280	381	29	0	\$2,427.18
280	381	30	0	\$2,153.16
280	381	31	0	\$2,427.18
280	381	32	0	\$2,153.16
280	381	33	0	\$2,427.18
280	381	34	0	\$2,427.18
280	381	35	0	\$2,153.16
280	381	36	0	\$2,153.16
280	381	37	0	\$2,427.18
280	381	38	0	\$2,427.18
280	381	39	0	\$2,153.16
280	381	40	0	\$2,153.16
280	381	41	0	\$2,427.18
280	381	42	0	\$2,153.16
280	381	43	0	\$2,153.16
280	381	44	0	\$2,427.18
280	381	45	0	\$2,427.18
280	381	46	0	\$2,153.16
280	381	47	0	\$2,427.18
280	381	48	0	\$2,153.16
280	381	49	0	\$2,427.18
280	381	50	0	\$2,427.18
280	381	51	0	\$2,153.16
280	381	52	0	\$2,427.18
280	381	53	0	\$2,153.16
280	381	54	0	\$2,427.18
280	381	55	0	\$2,153.16
280	381	56	0	\$2,153.16
280	381	57	0	\$2,427.18
280	381	58	0	\$2,153.16
280	381	59	0	\$2,427.18
280	381	60	0	\$0.00
280	381	67	0	\$1,722.52
280	381	68	0	\$1,722.52
280	381	69	0	\$1,722.52
280	381	70	0	\$1,722.52
280	381	71	0	\$1,722.52

Book	Page	Parcel	Interest	Special Tax
280	381	72	0	\$1,722.52
280	381	73	0	\$1,722.52
280	381	74	0	\$1,722.52
280	381	75	0	\$1,722.52
280	381	76	0	\$1,722.52
280	381	77	0	\$1,722.52
280	381	78	0	\$1,722.52
280	381	79	0	\$1,722.52
280	381	80	0	\$1,722.52
280	381	81	0	\$1,722.52
280	381	82	0	\$1,722.52
280	381	83	0	\$1,722.52
280	381	84	0	\$0.00
280	381	86	0	\$0.00
280	391	1	0	\$1,957.40
280	391	2	0	\$2,427.18
280	391	3	0	\$2,153.16
280	391	4	0	\$1,957.40
280	391	5	0	\$2,427.18
280	391	6	0	\$2,153.16
280	391	7	0	\$1,957.40
280	391	8	0	\$2,427.18
280	391	9	0	\$2,427.18
280	391	10	0	\$2,153.16
280	391	11	0	\$2,427.18
280	391	12	0	\$1,957.40
280	391	13	0	\$2,153.16
280	391	14	0	\$2,427.18
280	391	15	0	\$2,153.16
280	391	16	0	\$2,427.18
280	391	17	0	\$2,153.16
280	391	18	0	\$2,427.18
280	391	19	0	\$0.00
280	391	23	0	\$1,428.90
280	391	24	0	\$1,057.00
280	391	25	0	\$1,428.90
280	391	26	0	\$1,057.00
280	391	27	0	\$1,428.90
280	391	28	0	\$1,428.90

Book	Page	Parcel	Interest	Special Tax
280	391	29	0	\$1,428.90
280	391	30	0	\$1,057.00
280	391	31	0	\$1,428.90
280	391	32	0	\$1,057.00
280	391	33	0	\$1,428.90
280	391	34	0	\$1,428.90
280	391	35	0	\$1,428.90
280	391	36	0	\$1,057.00
280	391	37	0	\$1,428.90
280	391	38	0	\$1,428.90
280	391	39	0	\$1,428.90
280	391	40	0	\$1,057.00
280	391	41	0	\$1,428.90
280	391	42	0	\$1,428.90
280	391	43	0	\$1,428.90
280	391	44	0	\$1,057.00
280	391	45	0	\$1,428.90
280	391	46	0	\$1,428.90
280	391	47	0	\$0.00
280	391	48	0	\$0.00
280	391	49	0	\$0.00
280	391	50	0	\$0.00
280	391	51	0	\$0.00
280	391	52	0	\$0.00
280	391	53	0	\$0.00
280	391	54	0	\$0.00
280	391	55	0	\$0.00
280	391	56	0	\$0.00
280	391	57	0	\$0.00
280	391	58	0	\$1,428.90
280	391	59	0	\$1,428.90
280	391	60	0	\$1,057.00
280	391	61	0	\$1,428.90
280	391	62	0	\$1,428.90
280	391	63	0	\$1,428.90
280	391	64	0	\$1,057.00
280	391	65	0	\$1,428.90
280	391	66	0	\$1,057.00
280	391	67	0	\$1,428.90

Book	Page	Parcel	Interest	Special Tax
280	391	68	0	\$1,428.90
280	391	69	0	\$1,428.90
280	391	70	0	\$1,057.00
280	391	71	0	\$1,428.90
280	391	72	0	\$1,428.90
280	391	73	0	\$0.00
280	391	74	0	\$0.00
280	391	75	0	\$0.00
280	391	76	0	\$0.00
280	391	77	0	\$0.00
280	391	78	0	\$0.00
280	401	1	0	\$2,427.18
280	401	2	0	\$1,957.40
280	401	3	0	\$2,153.16
280	401	4	0	\$1,957.40
280	401	5	0	\$2,427.18
280	401	6	0	\$1,957.40
280	401	7	0	\$2,427.18
280	401	8	0	\$1,957.40
280	401	9	0	\$2,153.16
280	401	10	0	\$2,427.18
280	401	11	0	\$2,427.18
280	401	12	0	\$1,957.40
280	401	13	0	\$2,427.18
280	401	14	0	\$2,427.18
280	401	15	0	\$2,153.16
280	401	16	0	\$2,427.18
280	401	17	0	\$1,957.40
280	401	18	0	\$2,427.18
280	401	19	0	\$2,153.16
280	401	20	0	\$1,957.40
280	401	21	0	\$2,427.18
280	401	22	0	\$2,153.16
280	401	23	0	\$2,427.18
280	401	24	0	\$2,153.16
280	401	25	0	\$2,427.18
280	401	26	0	\$1,957.40
280	401	27	0	\$2,153.16
280	401	28	0	\$2,427.18

Book	Page	Parcel	Interest	Special Tax
280	401	29	0	\$1,957.40
280	401	30	0	\$2,427.18
280	401	31	0	\$1,957.40
280	401	32	0	\$2,153.16
280	401	33	0	\$2,427.18
280	401	34	0	\$1,957.40
280	401	35	0	\$2,153.16
280	401	36	0	\$2,427.18
280	401	37	0	\$2,427.18
280	401	38	0	\$1,957.40
280	401	39	0	\$1,957.40
280	401	40	0	\$2,427.18
280	401	41	0	\$2,153.16
280	401	42	0	\$2,427.18
280	401	43	0	\$2,153.16
280	401	44	0	\$2,427.18
280	401	45	0	\$2,427.18
280	401	46	0	\$2,427.18
280	401	47	0	\$2,153.16
280	401	48	0	\$2,427.18
280	401	49	0	\$2,153.16
280	401	50	0	\$2,427.18
280	401	51	0	\$2,153.16
280	401	52	0	\$1,957.40
280	401	53	0	\$1,957.40
280	401	54	0	\$2,427.18
280	401	55	0	\$1,957.40
280	401	56	0	\$1,957.40
280	401	57	0	\$2,153.16
280	401	58	0	\$1,957.40
280	401	59	0	\$1,957.40
280	401	60	0	\$2,153.16
280	401	61	0	\$2,427.18
280	401	62	0	\$2,153.16
280	401	63	0	\$1,957.40
280	401	65	0	\$0.00
280	401	69	0	\$0.00
280	401	70	0	\$0.00
280	401	71	0	\$1,428.90

Book	Page	Parcel	Interest	Special Tax
280	401	72	0	\$1,428.90
280	401	73	0	\$1,057.00
280	401	74	0	\$1,428.90
280	401	75	0	\$1,428.90
280	401	76	0	\$1,057.00
280	401	77	0	\$1,428.90
280	401	78	0	\$1,428.90
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280	401	87	0	\$1,428.90
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280	412	15	0	\$0.00

Book	Page	Parcel	Interest	Special Tax
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280	412	23	0	\$1,428.90
280	412	24	0	\$1,057.00
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280	412	26	0	\$1,057.00
280	412	27	0	\$1,428.90
280	412	28	0	\$1,428.90
280	412	29	0	\$1,057.00
280	412	30	0	\$1,428.90
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280	412	35	0	\$1,057.00
280	412	36	0	\$1,428.90
280	412	37	0	\$1,428.90
280	412	38	0	\$1,057.00
280	412	39	0	\$1,428.90
280	412	40	0	\$1,428.90
280	412	41	0	\$1,428.90
280	412	42	0	\$1,428.90
280	412	43	0	\$1,057.00
280	412	44	0	\$1,428.90
280	412	45	0	\$1,428.90
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280	421	3	0	\$1,428.90
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280	421	5	0	\$1,722.52
280	421	6	0	\$1,722.52
280	421	7	0	\$1,428.90
280	421	8	0	\$1,722.52
280	421	9	0	\$1,722.52

Book	Page	Parcel	Interest	Special Tax
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280	421	27	0	\$1,428.90
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280	421	31	0	\$1,722.52
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280	421	36	0	\$1,722.52
280	421	37	0	\$1,428.90
280	421	38	0	\$1,722.52
280	421	39	0	\$1,428.90
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280	421	45	0	\$1,428.90
280	421	46	0	\$1,722.52
280	421	47	0	\$1,722.52
280	421	48	0	\$1,428.90

Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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Book	Page	Parcel	Interest	Special Tax
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936	24	473	0	\$939.56
936	24	474	0	\$939.56
936	24	475	0	\$939.56
936	24	476	0	\$939.56
936	24	477	0	\$939.56
936	24	478	0	\$939.56
936	24	479	0	\$939.56
936	24	480	0	\$939.56
936	24	481	0	\$939.56
936	24	482	0	\$939.56
936	24	483	0	\$939.56
936	24	484	0	\$939.56
936	24	485	0	\$939.56
936	24	486	0	\$939.56
936	24	487	0	\$939.56
936	24	488	0	\$939.56
936	24	489	0	\$939.56
936	24	490	0	\$939.56
936	24	491	0	\$939.56
936	24	492	0	\$939.56
936	24	493	0	\$939.56
936	24	494	0	\$939.56
936	24	495	0	\$939.56
936	24	496	0	\$939.56
936	24	497	0	\$939.56
936	24	498	0	\$939.56
936	24	499	0	\$939.56
936	24	500	0	\$939.56
936	24	501	0	\$939.56
936	24	502	0	\$939.56
936	24	503	0	\$939.56
936	24	504	0	\$939.56
936	24	505	0	\$939.56
936	24	506	0	\$939.56
936	24	507	0	\$939.56
936	24	508	0	\$939.56
936	24	509	0	\$939.56

Book	Page	Parcel	Interest	Special Tax
936	24	510	0	\$939.56
936	24	511	0	\$939.56
936	24	512	0	\$939.56
936	24	513	0	\$939.56
936	24	514	0	\$939.56
936	24	515	0	\$939.56
936	24	516	0	\$939.56
936	24	517	0	\$939.56
936	24	518	0	\$939.56
936	24	519	0	\$939.56
936	24	520	0	\$939.56
936	24	521	0	\$939.56
936	24	522	0	\$939.56
936	24	523	0	\$939.56
936	24	524	0	\$939.56
936	24	525	0	\$939.56
936	24	526	0	\$939.56
936	24	527	0	\$939.56
936	24	528	0	\$939.56
936	24	529	0	\$939.56
936	24	530	0	\$939.56
936	24	531	0	\$939.56
936	24	532	0	\$939.56
936	24	533	0	\$939.56
936	24	534	0	\$939.56
936	24	535	0	\$939.56
936	24	536	0	\$939.56
936	24	537	0	\$939.56
936	24	538	0	\$939.56
936	24	539	0	\$939.56
936	24	540	0	\$939.56
936	24	541	0	\$939.56
936	24	542	0	\$939.56
936	24	543	0	\$939.56
936	24	544	0	\$939.56
936	24	545	0	\$939.56
936	24	546	0	\$939.56
936	24	547	0	\$939.56
936	24	548	0	\$939.56

Book	Page	Parcel	Interest	Special Tax
936	24	549	0	\$939.56
936	24	550	0	\$939.56
936	24	551	0	\$939.56
936	24	552	0	\$939.56

Major Conclusions	
Total Number of Parcels	1,213
Number of Parcels Taxed	1,129
Total Special Tax Levy for Fiscal Year 2017/2018	\$1,690,750.36

### FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #2e

# DISCUSSION/ACTION ITEM

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY:	Mike McAdam, Supervisor, Purchasing & Warehouse
SUBJECT:	APPROVE REVISED BOARD POLICY 3300(a)
Background:	The following policy was presented to the Board of Trustees for the first reading at the June 20, 2017 Board Meeting:
	<u>New:</u> Section Title: Business and Non-instructional Operations BP 3300, Expenditures/Expending Authority
	<u>Revised:</u> Section Title: Business and Non-instructional Operations BP 3300, Expenditures/Expending Authority
	No recommendations/changes were received.
Rationale:	Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.
Funding:	Not applicable.
Recommendation:	Approve revised Board Policy 3300(a).
RC:MM:gs Attachment	

# Fullerton School District Board Policy Business and Non-Instructional Operations

BP 3300(a)

Expenditures and Purchases Board Adopted: Revised:

The Board of Education recognizes its fiduciary responsibility to oversee the prudent expenditure of District funds. In order to best serve District interests, the Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the District receives maximum value for items purchased. He/she shall ensure that records of expenditures and purchases are maintained in accordance with law.

The Superintendent or designee may purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111, beyond which a competitive bidding process is required. The Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.

The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

The Superintendent or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the Board.

District funds shall not be expended for the purchase of alcoholic beverages. (Education Code 32435)

#### Purchasing Code of Ethics

It is the policy of staff and Board members:

- 1. To regard public service as a sacred trust, giving primary consideration to the interests of the students, school District, and community by which we are employed.
- 2. To purchase without prejudice, seeking to obtain the maximum benefit for each tax dollar expended.
- 3. To avoid any unfair, questionable, or unethical practices.
- 4. To respect our obligations and to require that obligations to our school District be respected.
- 5. To accord vendor representatives the same courteous treatment we would like to receive.
- 6. To strive constantly for the improvement of our purchasing methods and the materials we buy.

Fullerton School District BP 3300(a) Page 1 of 2

- 7. To conduct ourselves with fairness and dignity, avoid conflicts of interest, and demand honesty in buying and selling.
- 8. To remember that we act as representatives of the school District and to govern ourselves accordingly.
- 9. To negotiate the lowest purchase prices feasible while maintaining quality products and service.
- 10. Members of the Board and any District employee shall not be financially interested in any contract made by them in their official capacity; nor, shall any member of the Board and any District employee be purchasers of any sale or vendors of any purchase to the District in which they are financially interested.

Legal Reference:

### EDUCATION CODE

17604 Delegation of powers to agents; approval or ratification of contracts by governing board

- 17605 Delegation of authority to purchase supplies and equipment
- 32370-32376 Recycling paper

32435 Prohibited use of public funds, alcoholic beverages

35010 Control of district; prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35250 Duty to keep certain records and reports

38083 Purchase of perishable foodstuffs and seasonal commodities

41010 Accounting system

41014 Requirement of budgetary accounting

**GOVERNMENT CODE** 

4330-4334 California made materials

PUBLIC CONTRACT CODE

3410 U.S. produce and processed foods 20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

### **BUSINESS AND NON-INSTRUCTIONAL OPERATIONS**

#### Expenditures/Expending Authority

The Superintendent shall develop procedures for the regulation of purchases by the District and for the efficient maintenance of all District finances and property. It is the intent of the Board of Trustees that all such activities be undertaken in accordance with good business practices and in strict observance of all applicable laws and regulations.

In implementing this policy, the Superintendent or other Board authorized officer shall be authorized to purchase all supplies, materials, and equipment according to District policies and regulations. The authorized designee shall ensure that all such purchases do not exceed the expenditure of funds in excess of the limits imposed by the Education Code and Public Contracts Code which require advertised bids and prior Board approval.

The Superintendent shall ensure that the ordering procedure will, as far as possible, guarantee that goods and services purchased by the District will meet the needs of the person or department ordering them, yet will permit purchase at the lowest possible cost to the District.

#### Legal Reference: Education Code

- 35010 Control of district by board of trustees or board of education
- 35035 Powers and duties of superintendent
- 35250 Duty to keep certain records and reports
- 35272 Educational and athletic materials
- 35276 Competitive bidding (permits determination by lot when identical bids are submitted)
- 39656 Delegation of powers to agents; liability of agents
- 39657 Delegation of authority to purchase supplies and equipment; limitations
- 41010 Accounting system
- 41014 Requirement of budgetary accounting

Adopted: April 7, 1987

### FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #3a

### ADMINISTRATIVE REPORT

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY:	Helene Morris, Director, Administrative Services
SUBJECT:	FIRST READING OF REVISED BOARD POLICY 1250
Background:	The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.
	Upon review of the current board policy, the following board policy needs to be revised to reflect current laws and practice:
	<u>Revised:</u> Community Relations BP 1250 Visitors/Outsiders
	The purpose of this Administrative Report will be to afford Board members the opportunity to review this revised board policy, ask questions, receive clarification, and propose revisions prior to approval of this revised policy at the August 22, 2017, Board of Trustees Meeting.
Rationale:	Ongoing revisions ensure that the District maintains compliance within State and federal laws and regulations.
Funding:	Not applicable.
Recommendation:	Not applicable.
CH:HM:nm	

Attachment

### Fullerton School District Board Policy Community Relations

### Visitors/Outsiders Board Adopted: January 27, 1987 Board Revised: September 5, 2006

The Board of Trustees believes that it is important for parents/guardians and community members to take an active interest in the issues affecting District schools and students. Therefore, the Board encourages interested parents/guardians and interested members of the community to visit the schools and view the educational programs.

To ensure minimum interruption of the instructional program, the Superintendent or designee shall establish procedures that facilitate visits during regular school days. Visits during school days should be first arranged with the principal or designee and the teacher. If a conference is desired, an appointment should be set with the teacher during non-instructional time.

During the instructional day, visits to a classroom/teacher shall be limited to the lesser of forty-five (45) minutes or a single class period, unless prior written consent is given by both the teacher and the principal/designee, in which case it may not exceed the lesser of two (2) hours or three (3) class periods. Visits to the school shall be limited to the lesser of two (2) hours or three (3) class periods without written consent of the principal/designee.

To ensure the safety of students and staff and to avoid potential disruptions, all visitors shall register in the school office immediately upon entering the school building or grounds when school is in session. All visitors shall comply with any and all reasonable restrictions established by the principal or designee to ensure the safety of students and staff or to minimize disruption of the instructional program.

For the purposes of school safety and security, the principal or designee may design a visible means of identification for visitors while on school premises.

No electronic listening or recording device may be used by students or visitors in a classroom without the written permission of both the teacher and the principal.

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the District complaint processes if they have concerns with any District program or employee. In accordance with Penal Code 6276.7, the principal or designee may request that any individual who is causing a disruption, including volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

Visitations may be denied or terminated if the principal/designee determines that they may be disruptive to the instructional program; or may pose a significant distraction to either the students, the teacher or other employees; or may be harassing to students or school personnel; or may pose an imminent threat to the health or safety of students or school personnel; or in the opinion of the principal/designee serve no good or beneficial purpose.

For the purposes of this policy, the term "visitor" shall mean any person who is not a District employee whose normal assignment and duties would include visits to the school/classroom. The term "school is in session" shall mean thirty (30) minutes before and thirty (30) minutes following the regular

instructional day and shall include all recesses, breaks, and lunch periods. The term "instructional day" shall mean thirty (30) minutes before and after students are with a teacher or other staff member for instructional, educational, disciplinary, or other professional purposes.

### Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a District student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with the Superintendent or designee and local law enforcement authorities before allowing the presence of any such person at school or other school activity.

The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81) The principal may require the sex offender to be accompanied by an adult assigned by the principal when the registered sex offender is visiting the school campus or attending a school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

Legal References:

EDUCATION CODE 32210 Willful disturbance of public school or meeting 32211 Threatened disruption or interference with classes; misdemeanor 32212 Classroom interruptions 35160 Authority of governing boards 35292 Visits to schools (board members) 49091.10 Parental right to inspect instructional materials and observe school activities 51101 Parent Rights Act of 2002 51512 Prohibited use of electronic listening or recording device

EVIDENCE CODE 1070 Refusal to disclose news source

LABOR CODE 230.8 Discharge or discrimination for taking time off to participate in child's educational activities

PENAL CODE 290 Sex offenders 626-626.10 Schools 626.81 Misdemeanor for registered sex offender to come onto school grounds 627-627.10 Access to school premises, especially: 627.1 Definitions 627.2 Necessity of registration by outsider 627.7 Misdemeanors; punishment

CSBA Revisions (7/10 3/12) 12/14

Fullerton School District BP 1250 Page 2 of 2

### FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #3b

### ADMINISTRATIVE REPORT

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY:	Trang Lai, Director, Educational Services
SUBJECT:	FIRST READING OF REVISED BOARD POLICIES
Background:	The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.
	Upon review of current board policies, the following board policies need to be revised to reflect current laws and practice:
	<u>Revised:</u> Instruction BP 6142.1, Sexual Health and HIV/AIDS
	Instruction BP 6142.7, Physical Education
	The purpose of this Administrative Report will be to afford Board members the opportunity to review this board policy, ask questions, receive clarification, and propose revisions prior to approval of this policy at the August 22, 2017 Board of Trustees Meeting.
<u>Rationale:</u>	Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.
Funding:	Not applicable.
Recommendation:	Not applicable.
EF:TL:nm	

Attachment

### Fullerton School District Board Policy Sexual Health and HIV/AIDS Prevention Instruction

BP 6142.1

Instruction Board Adopted: November 28, 2006 Board Revised: August 24, 2010 Board Revised:

The Board of Trustees desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The District's educational program shall provide students with the knowledge and skills necessary to protect them from sexually transmitted infections and unintended pregnancy and to have healthy, positive, and safe relationships and behaviors. The District's educational program shall also promote understanding of sexuality as a normal part of human development and the development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage and family.

The Board of Trustees recognizes that the purpose of the District's sexual health and HIV/AIDS prevention instruction is to provide students with the knowledge and skills necessary to protect them from unintended pregnancy and sexually transmitted diseases and to encourage students to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family. The Board therefore desires to provide a well-planned sequence of instruction on comprehensive sexual health and HIV/AIDS prevention.

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7 or 8 including at least once in junior high or middle school. (Education Code 51934)

The District's curriculum shall support the purposes of the California Healthy Youth Act as specified in Education Code 51930-51939, be unbiased and inclusive of all students in the classroom, and be aligned with the State's content standards. The District shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

The District's curriculum shall be aligned with the State's content standards, based on medically accurate and factual information, and designed to teach students to make healthy choices and reduce high-risk behaviors. The District's program shall comply with the requirements of law, Board policy, and administrative regulation and shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the District's comprehensive sexual health **and HIV prevention curriculum** program. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the District's comprehensive sexual health education program. The Board shall consider the advisory committee's recommendations when approving the District's program.

### Parent/Guardian Consent

Annually, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. A parent/guardian may request in writing that his/her child be excused from participating in HIV/AIDS prevention or sexual health education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Legal References:

EDUCATION CODE 220 Prohibition of discrimination **33544 Inclusion of sexual harassment and violence in health curriculum framework** 48980 Notice at beginning of term 51202 Instruction in personal and public health and safety 51210.8 Health education curriculum **51225.35 Instruction in sexual harassment and violence; districts that require health education for graduation** 51240 Excuse from instruction due to religious beliefs 51513 Materials containing questions about beliefs or practices 51930-51939 **California Healthy Youth Act** Comprehensive Sexual Health and HIV/AIDS Prevention Education Act HEALTH AND SAFETY CODE 1255.7 Parents surrendering physical custody of a baby

PENAL CODE 243.4 Sexual battery 261.5 Unlawful sexual intercourse 271.5 Parents voluntarily surrendering custody of a baby UNITED STATES CODE, TITLE 20 1232h Protection of student rights 7906 Sex education

Management Resources: **CSBA PUBLICATIONS Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014** CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008 Health Framework for California Public Schools: Kindergarten through Grade 12 2003 WEB SITES Fullerton School District BP6142.1 Page 2 of 3 CSBA: http://www.csba.org American Academy of Pediatrics: http://www.aap.org American College of Obstetricians and Gynecologists: http://www.acog.org American Public Health Association: http://www.apha.org California Department of Education, Sex Education and HIV/STD Instruction: http://www.cde.ca.gov/ls/he/se California Department of Public Health: http://www.cdph.ca.gov California Healthy Kids Resource Center: http://www.californiahealthykids.org California Safe Schools Coalition: http://www.casafeschools.org Centers for Disease Control and Prevention: http://www.cdc.gov National Academy of Sciences: http://www.nationalacademies.org U.S. Department of Health and Human Services, Office of the Surgeon General: http://www.surgeongeneral.gov U.S. Food and Drug Administration: http://www.fda.gov

CSBA Revisions (11/03 11/04) 7/08 12/15

### Fullerton School District Board Policy Physical Education

### Instruction Board Adopted: September 14, 2010

The Board of Trustees recognizes the positive benefits of physical activity on student health and academic achievement. The District shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The District's physical education and activity programs shall support the District's coordinated student wellness program and encourage students' lifelong fitness.

The District's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework. The Superintendent or designee shall ensure that the District's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

The District's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

Physical Education is a required course of study in grades 1-6 for a total period of time not less than 200 minutes each 10 schooldays (Education Code 51210) and in grades 7-8 for a total period of time not less than 400 minutes each 10 schooldays (Education Code 51222).

#### Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

The District shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

#### **Physical Fitness Testing**

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 5 and 7. (Education Code 60800; 5 CCR 1041)

#### **Temporary Exemptions**

The Superintendent or designee may grant a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

- 1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
- 2. The student is enrolled for one-half time or less, of the work normally required of full time pupils.

### Permanent Exemptions

Participation in the District's physical education program is required of *all* students.

### Independent Study

Independent Study for Physical Education is authorized for students in grades seven and eight in accordance with the policies and procedures of the District and the guidelines of the California Department of Education. Independent study for physical education is not offered to students in the Fullerton School District.

### Program Evaluation

The Superintendent or designee shall annually report to the Board the results of the state physical fitness testing for each school and applicable grade level. The report to the Board will include the number of instructional minutes offered in physical education for each grade level and other relevant information to evaluate program quality and the effectiveness of the District's program in meeting goals for physical activity.

Legal References:

EDUCATION CODE 33126 School accountability report card 33350-33354 CDE responsibilities re: physical education 35256 School accountability report card 49066 Grades; physical education class 51210 Course of study, grades 1-6 51220 Course of study, grades 7-12 51222 Physical education 51223 Physical education, elementary schools 51241 Temporary, two-year or permanent exemption from physical education 51242 Exemption from physical education for athletic program participants 52316 Excuse from attending physical education classes 60800 Physical performance test CODE OF REGULATIONS, TITLE 5 1040-1048 Physical performance test 3051.5 Adapted physical education for individuals with exceptional needs 10060 Criteria for high school physical education programs **UNITED STATES CODE, TITLE 29** 794 Rehabilitation Act of 1973, Section 504 **UNITED STATES CODE, TITLE 42** 1751 Note Local wellness policy ATTORNEY GENERAL OPINIONS 53 Ops.Cal.Atty.Gen. 230 (1970)

Fullerton School District BP6142.7 Page 2 of 3 Management Resources:

CSBA PUBLICATIONS

Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010 Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009 Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Physical Education and California Schools, Policy Brief, rev. October 2007

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007 Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009 Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

Adapted Physical Education Guidelines for California Schools, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide for Elementary and Middle/High Schools, 2000

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS 2008 Physical Activity Guidelines for Americans, October 2008

WEB SITES

CSBA: http://www.csba.org

California Department of Education, Physical Fitness Testing: http://www.cde.ca.gov/ta/tg/pf

California Healthy Kids Resource Center: http://www.californiahealthykids.org

California Project LEAN (Leaders Encouraging Activity and Nutrition):

http://www.californiaprojectlean.org

Centers for Disease Control and Prevention: http://www.cdc.gov

Educational Data System, California physical fitness: http://www.eddata.com/projects/current/cpf Healthy People 2010: http://www.healthypeople.gov

National Association for Sport and Physical Education: http://www.aahperd.org/naspe

President's Council on Physical Fitness and Sports: http://www.fitness.gov

The California Endowment: http://www.calendow.org

U.S. Department of Health and Human Services: http://www.health.gov

CSBA Revisions (7/07 11/07) 2/10

## FULLERTON SCHOOL DISTRICT

## BOARD AGENDA ITEM #1a

### CONSENT ITEM

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Chad Hammit, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT:	APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT
Background:	The following document reflects new hires, extra duty assignment(s), resignation(s), leave of absence(s), resignation(s), and rehire(s).
Funding:	Restricted and unrestricted as noted.
Recommendation:	Approve/Ratify Certificated Personnel Report.
CH:ad Attachment	

### FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 25, 2017

NEW HIRES						
NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE		
Elma Alvarez	Dual Immersion / Raymond	II/1	100	8/09/2017		
Kimberly Fonseca	Music / Nicolas Jr. High	II/2	100	8/09/2017		
Katie Frazer	Speech Therapist / Student Support Services	IV/2	100	8/09/2017		
Jemimah Amy Kim	Transitional Kindergarten / Richman	IV/6	100	8/09/2017		
Lesley Machado	4 <sup>th</sup> Grade / Maple	III/5	100	8/09/2017		
Corrine Mosqueda	5 <sup>th</sup> Grade / Richman	IV/5	100	8/09/2017		
Crystal Prado	3 <sup>rd</sup> Grade / Raymond	IV/4	100	8/09/2017		
	EXTRA DUTY AS	SSIGNMEN	T(S)			
	Ladera Vista Jr. Higl	h "0" period	d Health			
NAME	ACTION			EFFECTIVE DATE		
Marlon Barcelona	1/7 of per diem from budget #1	00		5/02/2017-5/16/2017		
Pacific D	rive Extended School Year – Pi	reschool As	ssessment/Summ	er Testing		
NAME	ACTION	EFFECTIVE DATE				
Jody Goodrich	Per diem rate of \$532.78 not to	6/05/2017-6/30/2017				
Drew Balcom	Per diem rate \$511.68 not to ex	kceed 20 da	ys	6/05/2017-6/30/2017		
	Transitional Kinderg	garten Asse	essment			
NAME	ACTION			EFFECTIVE DATE		
Karen Green	Contractual hourly rate not to e budget # 0140155239-1101	Contractual hourly rate not to exceed 2 hours, budget # 0140155239-1101				
	Transitional Kindergarte	n Curriculu	ım Planning			
NAME	ACTION			EFFECTIVE DATE		
Karen Green	Contractual hourly rate not to e budget # 0140155239-1101	xceed 7 hou	Irs,	8/09/2017		
Melissa Pepin	Contractual hourly rate not to e budget # 0140155239-1101	xceed 7 hou	Irs,	8/09/2017		
Nicole Drew	Contractual hourly rate not to e budget # 0140155239-1101	Contractual hourly rate not to exceed 7 hours, budget # 0140155239-1101				
Doreen Skaggs	Contractual hourly rate not to e budget # 0140155239-1101	xceed 7 hou	Irs,	8/09/2017		
Kacey Chung	Contractual hourly rate not to e budget # 0140155239-1101	xceed 7 hou	Irs,	8/09/2017		
Suzanne Walker	Contractual hourly rate not to e budget # 0140155239-1101	xceed 7 hou	Irs,	8/09/2017		

### FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 25, 2017

### EXTRA DUTY ASSIGNMENT(S)- CONTINUED

### **Curriculum Planning**

	Curriculum	i ianning			
NAME	ACTION		EFFECTIVE DATE		
Michael Shaffer	Contractual hourly rate not to ex budget # 0140155239-1901	7/26/2017-8/09/2017			
	iPersor	alize			
NAME	ACTION		EFFECTIVE DATE		
Kyle Stava	Contractual hourly rate not to ex budget # 0140155229-1101	ceed 18 hours,	5/26/2017-8/09/2017		
	Agents of Change	Lesson Planning			
NAME	ACTION		EFFECTIVE DATE		
Paul Ramirez	Contractual hourly rate not to ex budget # 0138455229-1101	ceed 20 hours,	6/05/2017-8/04/2017		
Dionne Sincire	Contractual hourly rate not to ex budget # 0138455229-1101	cceed 20 hours,	6/05/2017-8/04/2017		
	Benchmark Advance El	A Adoption Training			
Approve stipend of \$120 per day for one (1) day, stipend not to exceed \$120, from budget 0121752211-1901 for attending in the Benchmark Advance ELA Adoption Training, on August 1, 2017 for the following certificated personnel:					
Ana Are	ellano Hernandez	Megan I	Mitchell		
	LEAVE OF A	BSENCE(S)			
NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE		
Edward Lee	5 <sup>th</sup> Grade / Richman	Leave of Absence	8/10/2017-6/01/2018		
	RESIGNA	TION(S)			
NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE		
Mathew Barnett	Director / Educational Services	Resign	6/30/2017		
Heather Moskowitz	Kindergarten / Orangethorpe	Resign	5/25/2017		
	REHIR	<u>E(S)</u>			
NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE		
Julie Angelcor	39 Month Rehire List	Rehire	5/04/2017		

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on July 25, 2017.

Clerk/Secretary

### FULLERTON SCHOOL DISTRICT

### BOARD AGENDA ITEM #1b

### CONSENT ITEM

DATE:	July 25, 2017
то:	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
<u>Background:</u>	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.
<u>Rationale:</u>	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: July 25, 2017

SITE	DONOR	RELATIONSHIP	PURPOSE	DESCRIPTION	AMOUNT
Beechwood	Beechwood PTSA		monetary donation	general supplies	\$2,520.00
Fine Arts	All the Arts for All the Kids Foundation	Community Partner(s)	monetary donation	All the Arts for All the Kids Summer Program	\$17,029.00
Fine Arts	Fisler PTSA		monetary donation	All the Arts for All the Kids Program	\$1,425.00
Fine Arts	Woodcrest PTA		monetary donation	All the Arts for All the Kids Program	\$1,050.00
Golden Hill Education Foundation	Golden Hill Education Foundation	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,950.00
Hermosa Drive	Hermosa Drive PTA		monetary donation	All the Arts for All the Kids Program	\$1,350.00
Innovation & Instructional Support	Fullerton Education Foundation	Community Partner(s)	monetary donation	Level Up Conference	\$21,020.00
Laguna Road	Laguna Road School PTA		monetary donation	All the Arts for All the Kids Program	\$1,575.00
Orangethorpe	Capital Group Co Charitable Foundation	Community Partner(s)	monetary donation	multiage program	\$200.00
Pacific Drive	Pacific Drive School PTA		monetary donation	field trip/transportation	\$8,745.00
Raymond	Raymond PTA		monetary donation	All the Arts for All the Kids Program	\$1,275.00
Superintendent's Office	Barnes & Noble	Community Partner(s)	monetary donation	Writers Guilde Event at Beechwood, Laguna Road, Orangethorpe, Richman, Sunset Lane Schools	\$75.77
Superintendent's Office	Schools First Federal Credit Union	Community Partner(s)	monetary donation	general activities	\$5,000.00

### FULLERTON SCHOOL DISTRICT

### BOARD AGENDA ITEM #1c

### CONSENT ITEM

DATE: July 25, 2017

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 K22C0138, K22D1079 THROUGH K22D1080, K22M0222 THROUGH K22M0228, K22R1515 THROUGH K22R1567, K22V0208 THROUGH K22V0211, K22X0400 THROUGH K22X0405, AND K22Z0067 FOR THE 2016/2017 FISCAL YEAR; L22C0001 THROUGH L22C0004, L22D0001 THROUGH L22D0021, L22L0001, L22M0001 THROUGH L22M0013, L22R0001 THROUGH L22R0104, L22V0001 THROUGH L22V0012, L22X0001 THROUGH L22X0144, L22Y0001 THROUGH L22Y0054, AND L22Z0001 THROUGH L22Z0063 FOR THE 2017/2018 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.

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

- <u>Rationale:</u> Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.
- <u>Funding:</u> Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered K22C0138, K22D1079 through K22D1080, K22M0222 through K22M0228, K22R1515 through K22R1567, K22V0208 through K22V0211, K22X0400 through K22X0405, and K22Z0067 for the 2016/2017 fiscal year; L22C0001 through L22C0004, L22D0001 through L22D0021, L22L0001, L22M0001 through L22M0013, L22R0001 through L22R0104, L22V0001 through L22V0012, L22X0001 through L22X0144, L22Y0001 through L22Y0054, and L22Z0001 through L22Z0063 for the 2017/2018 fiscal year.

**BOARD OF TRUSTEES MEETING 07/25/2017** 

FROM 06/02/2017 TO 06/30/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
K22C0138	POWERSCHOOL	998.00	998.00	010000000 9330	Unrestricted / Prepaid Expenditures
K22D1079	SANTILLAN, ALBERT	300.00	300.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
K22D1080	STERLING PHOTO BOOTH	538.92	538.92	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
K22M0222	CONTAINER ALLIANCE COMPANY	800.00	800.00	4067150851 6200	Facilities / Buildings and Improve of Build
K22M0223	PCLIQUIDATIONS.COM	999.83	999.83	4067150851 6200	Facilities / Buildings and Improve of Build
K22M0224	ARCHITECTURE 9 PLLLP	4,542.50	4,542.50	4064650851 5805	Redevelp Pass Through Admin / Consultants
K22M0225	DAILY JOURNAL CORPORATION	727.90	727.90	4064650851 5830	Redevelp Pass Through Admin / Legal Advertising
K22M0226	COIT SERVICES INC.	1,645.00	1,645.00	4067150851 6200	Facilities / Buildings and Improve of Build
K22M0227	DBMC INC	6,988.55	6,988.55	4067150851 6200	Facilities / Buildings and Improve of Build
K22M0228	AMBIENT ENVIRONMENTAL INC	600.00	600.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
K22R1505	SOLTERO-RUIZ, DR ERLINDA	529.84	529.84	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
K22R1506	SYLVESTER, AMY	134.68	134.68	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22R1507	GARCIA, MONIQUE	574.27	574.27	0111628101 4310	Donation Instr Valencia Park / Materials and Supplies Instr
K22R1508	DIBELLA, CANDACE	100.93	100.93	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Inst
K22R1509	KIM, TRACY	264.95	264.95	0111630107 4310	Cotsen Foundation Instr Fisler / Materials and Supplies Inst
K22R1510	BRUNEAU, LAURIE	29.47	29.47	8152451741 5210	Property and Liability / Conferences and Meetings
K22R1511	MYERS, KYLE	470.94	470.94	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
K22R1512	KOZMA, ANN	146.29	146.29	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
K22R1513	AMAZON.COM	9,513.47	9,513.47	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
K22R1514	AMAZON.COM	425.61	425.61	6852458741 4350	Workers Comp Admin / Materials and Supplies Office
K22R1515	GROVER, LAURA	12.00	12.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
K22R1516	SUTTON, SUSAN	12.00	12.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
K22R1517	CONTRERAS, SANDY	87.76	87.76	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
K22R1518	SYLVESTER, YVONNE	88.75	88.75	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr

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#### PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

FROM 06/02/2017 TO 06/30/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
K22R1519	OAKS, LINDA	501.66	501.66	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
K22R1520	CASTILLO, YOLANDA	508.81	508.81	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
K22R1521	PARK, HAI MEE	250.00	250.00	0130416109 4310	LCFF Base Instr Hermosa Drive / Materials and Supplies
K22R1522	ALDRIDGE, SYLVIA	394.98	394.98	0152757109 4310	Administrative Assistant Instr / Materials and Supplies Inst
K22R1523	MASTRODONATO, BOB	3,894.79	3,894.79	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
K22R1524	MCCOMB, YOLANDA	1,029.05	1,029.05	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
K22R1525	PARKER, DINA	74.95	74.95	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
K22R1526	RYAN, THERESA	13.01	13.01	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
K22R1527	APPLE COMPUTER INC	327.17	327.17	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
K22R1528	APPLE COMPUTER INC	434.92	434.92	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
K22R1529	AMAZON.COM	367.73	367.73	0112354101 4310	Extended Year Severe Instr / Materials and Supplies Instr
K22R1531	LEG GODT	15,000.00	15,000.00	0121220101 5900	Title I Nicolas Instruction / Communications
K22R1532	FREE WILL PRINTING COMPANY	1,376.05	1,376.05	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
K22R1533	LARA, EDELICIA	56.43	56.43	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
K22R1534	FULLERTON OBSERVER	128.00	128.00	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
K22R1535	WHITEBOX LEARNING LLC	1,895.00	1,895.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
K22R1536	COSGROVE, MARILEE	96.95	96.95	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R1537	TODD, NANCY	15.09	15.09	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R1538	COSGROVE, MARILEE	126.11	126.11	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R1539	AMAZON.COM	1,587.38	1,587.38	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
K22R1540	SUPPLY MASTER	318.95	318.95	0153150759 4350	Warehouse DC / Materials and Supplies Office
K22R1541	SPIRIT MONKEY LLC	7,000.00	7,000.00	0153957729 4350	Management Support Discr / Materials and Supplies Office
K22R1542	LEWIS, RYAN WILLIAM	1,650.00	1,650.00	0150855109 5805	District Testing Instruction / Consultants
K22R1543	ORANGE CNTY DEPARTMENT OF EDUC	13,250.00	13,250.00	0139155101 5800	Positive Behavior Interv Instr / Other Contracted Services

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### BOARD OF TRUSTEES MEETING 07/25/2017

FROM 06/02/2017 TO 06/30/2017

PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
K22R1544	AMAZON.COM	607.71	607.71	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
K22R1546	CAMELOT GOLFLAND	747.50	747.50	010000000 9330	Unrestricted / Prepaid Expenditures
K22R1547	CAMELOT GOLFLAND	747.50	747.50	010000000 9330	Unrestricted / Prepaid Expenditures
K22R1548	ACORN MEDIA	203.52	203.52	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
K22R1549	BROOKMAN, DANNA	38.52	38.52	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22R1550	MURRAY, KATE	52.49	52.49	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
K22R1551	MARZANO RESEARCH LABORATORY	6,500.00	6,500.00	0152657719 5805	Superintendent Discret / Consultants
K22R1552	ALLIANCE OF SCHOOLS FOR COOPER	90.00	90.00	8152451741 5210	Property and Liability / Conferences and Meetings
K22R1553	READYREFRESH	1,779.23	1,779.23	8152451741 4310	Property and Liability / Materials and Supplies Instr
K22R1554	JURASSIC PARTIES	425.00	425.00	1208255821 5805	Child Devel Operations Central / Consultants
K22R1555	OLSEN, STEPHANIE	968.21	968.21	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
K22R1556	GREEN, TERESA	100.49	100.49	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
K22R1557	DANFORTH, JAMES	65.56	65.56	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
K22R1558	DANFORTH, JAMES	193.98	193.98	0109418102 4310	Foundation Instr Laguna Road / Materials and Supplies
K22R1559	COLLINS, BETHANIE	546.08	546.08	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
K22R1560	TUTOR U	4,704.00	4,704.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
K22R1561	TUTOR U	700.00	700.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
K22R1562	VELASCO, ZOOT	2,000.00	2,000.00	0152657719 5805	Superintendent Discret / Consultants
K22R1563	JIMENEZ, LINDA	85.90	85.90	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
K22R1564	ONE WORLD RHYTHM	700.00	700.00	1208255821 5805	Child Devel Operations Central / Consultants
K22R1565	BUBBLEMANIA AND COMPANY LA LLC	188.56	188.56	1208255821 5805	Child Devel Operations Central / Consultants
K22R1566	LEADERSHIP ASSOCIATES	500.00	500.00	0152557709 5855	Board Discret / Elections
K22R1567	LEG GODT	25,000.00	25,000.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
K22V0208	SUPPLY MASTER	636.23	636.23	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000

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### PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

FROM 06/02/2017 TO 06/30/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
K22V0209	CDW.G	2,346.86	300.69 2,046.17	1208255101 4310 1208255101 6410	Child Developmnt Instr Central / Materials and Supplies Child Developmnt Instr Central / New Equip Less Than
K22V0210	CDW.G	3,063.74	1,428.09 1,635.65	1208255101 4310 1208255101 6410	Child Developmnt Instr Central / Materials and Supplies Child Developmnt Instr Central / New Equip Less Than
K22V0211	SUPPLY MASTER	687.45	687.45	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
K22X0400	EDUCATIONAL TESTING SERVICE	2,500.00	2,500.00	0150855359 5810	District Testing / Data Processing Services
K22X0401	ORANGE CNTY DEPARTMENT OF EDUC	1,500.00	1,500.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
K22X0402	ENGLAND, KATHERINE	2,025.00	2,025.00	0141655101 5805	Fine Arts Donations Instr / Consultants
K22X0403	ARII, MARIA L	312.00	312.00	0141655101 5805	Fine Arts Donations Instr / Consultants
K22X0404	CUARA, FIORELLA	180.00	180.00	0141655101 5805	Fine Arts Donations Instr / Consultants
K22X0405	BB ENTERPRISES INC	600.00	600.00	0141655101 5805	Fine Arts Donations Instr / Consultants
K22Z0067	GLASBY MAINTENANCE SUPPLY COMP	1,000.00	1,000.00	4067150851 6200	Facilities / Buildings and Improve of Build
	Fund 01 Total: Fund 12 Total: Fund 40 Total: Fund 68 Total: Fund 81 Total:	115,542.13 7,417.77 16,703.78 425.61 2,534.93			
		1 10 (01 00			

142,624.22 **Total Amount of Purchase Orders:** 

### PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BOARD OF TRUSTEES MEETING 07/25/2017

FROM 06/02/2017 TO 06/30/2017

			GILLNOF	CONNE	FROM 00/02/2017 10 00/30/2017
PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>Total</u>	CHANGE <u>AMOUNT</u>	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
K22M0182	JOHN R BYERLY INC	30,116.50	+6,946.50	4067150851 5805	Facilities / Consultants
K22M0186	DBMC INC	363,250.00	+3,550.00	4067150851 6200	Facilities / Buildings and Improve of Build
K22R1167	CULVER NEWLIN INC	193.95	-889.16	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
K22R1386	MEDICAL PRODUCTS DIRECT	179.30	+33.19	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
K22R1471	SOUTHWEST SCHOOL SUPPLY	328.21	-397.59	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Inst
K22S0015	SCHOOL HEALTH CORPORATION	10,491.06	-1,529.62	010000000 9320	Unrestricted / Stores
K22T0012	ANAHEIM UNION HIGH SCHOOL DIST	1,278.00	+126.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
K22V0030	CDW.G	4,183.91	-1,397.52	0130420209 6410	LCFF Base STEM Nicolas / New Equip Less Than \$10,000
K22V0129	CALIFORNIA MARQUEE	16,567.09	-3,062.40	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
			-13,536.72	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
			+16,567.09	0110323109 6510	Reimburse Parks Disc / New Equip Greater Than \$10,000
K22V0176	CULVER NEWLIN INC	36,762.58	-1,267.14	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
			-1,280.72	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
K22V0188	CULVER NEWLIN INC	7,019.44	-73.27	2567127859 4310	Facilities Improvement Sunset / Materials and Supplies Instr
K22X0029	MUCKENTHALER CULTURAL	25,300.00	+7,300.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
K22X0147	KELLY PAPER STORES	13,000.00	+3,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
K22X0258	BEST BEST AND KRIEGER LLP	60,000.00	+10,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
			+10,000.00	0152351709 5825	Contract Admin Discret / Legal Assistance
K22X0272	ANAHEIM CITY SCHOOL DISTRICT	110,000.00	-110,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
K22X0273	ANAHEIM UNION HIGH SCHOOL DIST	190,000.00	+140,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
K22X0277	CORNERSTONE THERAPIES	50,000.00	+25,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
K22X0289	BEST BEST AND KRIEGER LLP	27,000.00	+7,000.00	0152055779 5825	Education Services Discret / Legal Assistance
K22X0343	PRINT PRINTING	6,000.00	+4,000.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
K22Y0003	ORANGE UNIFIED SCHOOL DISTRICT	36,300.00	+10,300.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency

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<Rev. 070303>

### PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BOARD OF TRUSTEES MEETING 07/25/2017

FROM 06/02/2017 TO 06/30/2017

РО		РО	CHANCE	ACCOUNT	FROM 00/02/2017 10 00/50/2017
NUMBER	VENDOR	TOTAL		NUMBER	PSEUDO / OBJECT DESCRIPTION
K22Y0048	TRANSPORTATION CHARTER	12,000.00	-8,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
K22Y0051	PACIFIC COACHWAYS	19,000.00	+4,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
K22Z0001	AAA ELECTRIC MOTORS	2,300.00	+700.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
K22Z0013	EXCELSIOR ELEVATOR CORP	9,926.00	+526.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
K22Z0015	FERGUSON ENTERPRISES INC	1,291.34	+291.34	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
K22Z0019	GLASBY MAINTENANCE SUPPLY COMP	5,269.66	+269.66	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
K22Z0021	HAJOCA CORPORATION	8,805.24	+105.24	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
K22Z0028	LOWES HIW INC	20,269.00	+269.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
K22Z0035	NATURAL GREEN TREE CARE INC	40,396.00	+198.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			+198.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
K22Z0039	PIONEER CHEMICAL COMPANY	10,017.55	+17.55	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
K22Z0040	PLUMBING AND INDUSTRIAL SUPPLY	31,032.46	+532.46	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
K22Z0046	SSD ALARM SYSTEMS	9,055.84	+2,055.84	0154253829 5800	Custodial Discretionary / Other Contracted Services
K22Z0056	US AIR CONDITIONING DISTRIBUTO	3,300.00	-700.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
K22Z0062	GORM INC	236,935.00	+16,935.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
	Fund 01 Tot	al:	117,363.50		
	Fund 25 Total:		-73.27		
	Fund 40 Tot	al:	10,496.50		
Total Amount of Change Orders:			127,786.73		

### PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

		<b>BOARD OF TRUSTEES</b>		07/25/2017	FROM06/02/2017 TO 06/30/2017
PO <u>NUMBER</u>	VENDOR	PO <u>Total</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
K22C0047	CALIFORNIA CHILD DEVELOPMENT	1,065.00	266.25 798.75	1208555101 5210 1231019101 5210	Fee Based Childcare Admin / Conferences and Meetings Preschool Instruction / Conferences and Meetings
K22C0050	VENTURA COUNTY OFFICE OF EDUCA	100.00	100.00	0125554321 5210	LEA Medi Cal Reimb Psych / Conferences and Meetings
K22M0038	PRESCOTT, HOWARD WILLIAM	10,000.00	10,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
K22M0140	PROGRESSIVE SURFACING	7,006.50	7,006.50	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
K22R0200	MEDICAL PRODUCTS DIRECT	146.45	146.45	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
K22R0389	SAN JOAQUIN CNTY OFFICE OF EDU	2,000.00	1,000.00 1,000.00	0152151749 5890 0152258749 5890	Personnel Serv Certificated DC / Advertising for Personnel Commission Discret / Advertising for
K22R1105	VANDERBILT UNIVERSITY	142.23	142.23	0130213101 4310	LCFF Supplemental Instr Fern / Materials and Supplies
K22R1296	CULVER NEWLIN INC	1,745.55	1,745.55	0111629101 4310	Donation Instruction Woodcrest / Materials and Supplies
K22R1321	APPLE COMPUTER INC	214.42	214.42	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies
K22R1336	MARZANO RESEARCH LABORATORY	6,750.00	6,750.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
K22R1345	NATIONAL SCIENCE TEACHERS ASSO	160.91	160.91	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst

### PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

		<b>BOARD OF TRUSTEES</b>		07/25/2017	FROM06/02/2017 TO 06/30/2017
PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
K22R1433 K22R1433	*** CONTINUED *** WONDER MEDIA LLC	99,960.00	46,800.00 53,160.00	0122452101 4310 0138455109 4310	Title III Limited Engl Central / Materials and Supplies Inst Ed Services Instruction / Materials and Supplies Instr
K22R1464	SCHMALFELD, RANDA	158.98	158.98	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies
K22R1530	DAVE'S TROPHIES	73.44	73.44	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
K22R1545	GETTYSBURG FLAG WORKS INC.	2,299.13	2,299.13	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies
K22V0099	AMAZON.COM	938.53	938.53	0125554341 6410	LEA Medi Cal Reimb Health Svcs / New Equip Less Than
K22V0144	CARRIER SALES AND DISTRIBUTION	2,744.39	2,744.39	0153353859 6410	Maintenance Facilities DC / New Equip Less Than
K22V0193	HOVERCAM	4,317.55	4,317.55	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
K22V0204	CDW.G	2,046.17	2,046.17	1208255101 6410	Child Developmnt Instr Central / New Equip Less Than
K22X0104	ORANGE COUNTY REGISTER	696.00	696.00	0153050799 5830	Business Administration DC / Legal Advertising
	Fund 01 Total: Fund 12 Total: Total Amount of Purchase Orders:	139,454.08 3,111.17 142,565.25			

### PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

ACCOUNT ACCOUNT PO PO TOTAL NUMBER **NUMBER** VENDOR AMOUNT 0121220101 5210 760.00 760.00 L22C0001 **AVID CENTER** 1208255101 5210 L22C0002 BOOST COLLABORATIVE 4,250.00 4,250.00 0111555103 5210 990.00 990.00 L22C0003 CALIFORNIA ASSOCIATION FOR GIF 138.00 138.00 0142054201 5210 L22C0004 ATKINSON ANDELSON LOYA RUDD RO 0130210101 4310 700.38 700.38 L22D0001 **EDGEWOOD PRESS INC** 1,267.14 0130221101 4310 1.267.14 L22D0002 **ROCHESTER 100 INC** 1.008.74 1,008.74 0130221101 4310 L22D0003 SCHOOL MATE 408.59 408.59 0130221101 4310 L22D0004 COMPLETE BUSINESS SYSTEMS 850.00 850.00 0130213101 4310 SOREN BENNICK PRODUCTIONS INC L22D0005 157.73 0181210101 4310 157.73 L22D0006 CHILD1ST PUBLICATIONS LLC 966.71 0130417109 4310 966.71 L22D0008 EDGEWOOD PRESS INC 157.00 157.00 0130217101 4310 L22D0009 NERDS INC 1.112.74 0130228101 4310 1,112.74 L22D0010 **ROCHESTER 100 INC** 165.18 165.18 0130423109 4310 L22D0011 **MONOPRICE INC.** 306.39 306.39 0130423109 4310 L22D0012 **FLINN SCIENTIFIC** 0111612191 4310 350.01 350.01 L22D0013 PDC A BRADY COMPANY 0130228101 4310 1,825.04 1,825.04 SCHOLASTIC MAGAZINES L22D0014 904.23 904.23 0130228101 4310 L22D0015 **COOLE SCHOOL INC** 998.39 0111630101 4310 998.39 L22D0016 ABDO PUBLISHING COMPANY 0181216101 4310 9.426.56 9,426.56 WILLIAM H SADLIER INC L22D0017 1.071.57 1.071.57 0181215101 4310 L22D0018 **COASTAL PUBLISHING GROUP INC** 1,366.20 0181219101 4310 1.366.20 L22D0019 CURRICULUM ASSOCIATES LLC 2,278.17 0130225101 4310 2,278.17 L22D0020 PREMIER SCHOOL AGENDA 0130412109 4310 817.19 817.19 **COMPLETE BUSINESS SYSTEMS** L22D0021

FROM 07/01/2017 TO 07/06/2017

#### **PSEUDO / OBJECT DESCRIPTION**

Title I Nicolas Instruction / Conferences and Meetings Child Developmnt Instr Central / Conferences and Meetings Gifted and Talented Education / Conferences and Meetings Special Ed Administration / Conferences and Meetings LCFF Supplemental Instr Acacia / Materials and Supplies LCFF Suppl Instr Orangethorpe / Materials and Supplies LCFF Suppl Instr Orangethorpe / Materials and Supplies LCFF Suppl Instr Orangethorpe / Materials and Supplies LCFF Supplemental Instr Fern / Materials and Supplies Instr Mat Lottery Acacia Instr / Materials and Supplies Inst LCFF Base Instr Ladera Vista / Materials and Supplies Instr LCFF Supplemental Instr LV / Materials and Supplies Instr LCFF Suppl Instr Valencia Park / Materials and Supplies LCFF Base Instruction Parks / Materials and Supplies Instr LCFF Base Instruction Parks / Materials and Supplies Instr DntnSchool Climate Incent Prgm / Materials and Supplies LCFF Suppl Instr Valencia Park / Materials and Supplies LCFF Suppl Instr Valencia Park / Materials and Supplies Donation Discretionary Fisler / Materials and Supplies Instr Instr Mat Lottery Hermosa Inst / Materials and Supplies Inst Instr Mat Lottery Golden Hill / Materials and Supplies Instr Instr Mat Lottery Maple Instru / Materials and Supplies Inst LCFF Supplemental Inst Richman / Materials and Supplies LCFF Base Instr Commonwealth / Materials and Supplies

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**BOARD OF TRUSTEES MEETING 07/25/2017** 

FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO <u>Total</u>	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L22L0001	CLASS LEASING LLC	8,800.08	8,800.08	2567125819 5630	Facility Improve Rent Richman / Rents and Leases
L22M0001	FULLERTON, CITY OF	129,930.00	129,930.00	0154753849 5899	Grounds Discretionary / Other Expenses
L22M0002	PRO LINE GYM FLOORS INC	4,100.00	4,100.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
L22M0003	ACT SYSTEMS	2,100.00	2,100.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
L22M0005	ORANGE COUNTY PUBLIC SAFETY	32,100.00	32,100.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
L22M0006	DBMC INC	255,164.80	255,164.80	1453323859 6200	Deferred Maint Fac Parks / Buildings and Improve of Build
L22M0007	ARCHITECTURE 9 PLLLP	6,657.50	6,657.50	4064650851 5805	Redevelp Pass Through Admin / Consultants
L22M0008	MAINTENANCELOGIN	1,997.50	1,997.50	0153353819 5810	Plant Maintenance DC / Data Processing Services
L22M0009	DUDE SOLUTIONS INC	31,911.83	31,911.83	0153353819 5810	Plant Maintenance DC / Data Processing Services
L22M0010	COALITION ADEQUATE SCHOOL HOUS	919.00	919.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
L22M0011	MULCH MASTER	54,045.00	54,045.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
L22M0012	ORTIZ TRACTOR SERVICE	8,000.00	8,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
L22M0013	SEVAN ENGINEERING INC	1,150.00	1,150.00	2567150851 5805	Facilities / Consultants
L22R0001	<b>FULLERTON JOINT UHSD</b>	6,000.00	6,000.00	2567150859 5805	Facilities Improvement Central / Consultants
L22R0002	CALIF MUNICIPAL STATISTICS INC	350.00	350.00	0153050799 5805	Business Administration DC / Consultants
L22R0003	CAPITAL ONE PUBLIC FUNDING	527,635.00	172,635.00 355,000.00	0172050911 7438 0172050911 7439	Debt Service / Debt Service Interest Debt Service / Debt Service Principle
L22R0004	WONDER MEDIA LLC	99,960.00	46,800.00 53,160.00	0122452101 4310 0138455109 4310	Title III Limited Engl Central / Materials and Supplies Inst Ed Services Instruction / Materials and Supplies Instr
L22R0005	SCHOLASTIC MAGAZINES	2,437.20	2,437.20	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
L22R0006	HEINEMANN PUBLISHING	7,045.00	7,045.00	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
L22R0007	MIND INSTITUTE	2,915.83	2,915.83	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
L22R0008	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
L22R0009	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130421109 5640	LCFF Base Instr Orangethorpe / Repairs by Vendors

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## PURCHASE ORDER DETAIL REPORT

**BOARD OF TRUSTEES MEETING 07/25/2017** 

FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO TOTAL	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L22R0010	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
L22R0011	SCHOLASTIC INC	244.55	244.55	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
L22R0012	SCHOLASTIC INC	244.55	244.55	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
L22R0013	SCHOLASTIC INC	220.43	220.43	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
L22R0014	SCHOLASTIC INC	220.43	220.43	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
L22R0015	NEWSELA INC	3,700.00	3,700.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
L22R0016	EDUCREATIONS INC	1,500.00	1,500.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R0017	EXPLORELEARNING	3,295.00	3,295.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
L22R0018	SCHOLASTIC INC	1,618.18	1,618.18	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
L22R0019	TIME FOR KIDS MAGAZINE	1,506.50	1,506.50	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
L22R0020	UZBL LLC	51,967.83	51,967.83	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
L22R0021	CULVER NEWLIN INC	10,263.37	10,263.37	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
L22R0022	EKC ENTERPRISES INC	19,094.11	19,094.11	0130218101 6410	LCFF Suppl Instr Laguna Road / New Equip Less Than
L22R0023	APPLE COMPUTER INC	8,915.72	8,915.72	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
L22R0024	HEAR AND C	1,540.83	1,540.83	0151354341 5800	Health Services / Other Contracted Services
L22R0025	DISCOVERY CUBE'S OCEAN QUEST	612.00	612.00	1208555101 5850	Fee Based Childcare Admin / Admission Fees
L22R0026	DISCOVERY CUBE'S OCEAN QUEST	612.00	612.00	1208555101 5850	Fee Based Childcare Admin / Admission Fees
L22R0027	CALIFORNIA SCIENCE CENTER FOUN	136.00	136.00	1208555101 5850	Fee Based Childcare Admin / Admission Fees
L22R0028	CALIFORNIA SCIENCE CENTER FOUN	109.91	109.91	1208555101 5850	Fee Based Childcare Admin / Admission Fees
L22R0029	HUNTINGTON BEACH, CITY OF	300.00	300.00	1208555101 5850	Fee Based Childcare Admin / Admission Fees
L22R0030	NATIONAL ASSOCIATION OF SECOND	385.00	385.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R0032	MIND INSTITUTE	3,000.00	3,000.00	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
L22R0033	MIND INSTITUTE	3,850.00	3,850.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
L22R0034	MIND INSTITUTE	3,207.42	3,207.42	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr

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### BOARD OF TRUSTEES MEETING 07/25/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>
L22R0035	SHOWBIE	540.00	540.00	0130217101 4310
L22R0036	NEARPOD INC	4,000.00	4,000.00	0130217101 4310
L22R0037	SPELLINGCITY.COM INC	438.75	438.75	0181228101 4310
L22R0038	IXL MEMBERSHIP SERVICES	1,800.00	1,800.00	0181228101 4310
L22R0039	NEARPOD INC	3,500.00	3,500.00	0181228101 4310
L22R0040	MIND INSTITUTE	3,000.00	3,000.00	0130228101 4310
L22R0041	MIND INSTITUTE	3,665.75	3,665.75	0121221101 5805
L22R0042	COMPLETE BUSINESS SYSTEMS	1,580.00	1,580.00	0130228101 4310
L22R0043	SCHOLASTIC MAGAZINES	513.10	513.10	0130224101 4310
L22R0044	WHITE RHINO PROMOTIONAL SOLUTI	263.99	263.99	0108655109 4310
L22R0045	MYSTERY SCIENCE INC	16,983.00	16,983.00	0181250101 4310
L22R0046	LAKESHORE LEARNING	2,126.99	2,126.99	0108655109 4310
L22R0047	DATA MANAGEMENT INC	175.32	175.32	0130412109 4310
L22R0048	SOUTHWEST SCHOOL SUPPLY	646.48	646.48	0130412109 4310
L22R0049	SCHOOL SPECIALTY	1,688.01	1,688.01	0108655109 4310
L22R0050	WORTHINGTON DIRECT	427.03	427.03	0130426109 4310
L22R0051	LAKESHORE LEARNING	4,880.58	4,880.58	0108655109 4310
L22R0052	CONCEPTS SCHOOL AND OFFICE FUR	300.62	300.62	0130426109 4310
L22R0053	SCHOOLSIN	85.93	85.93	0108655109 4310
L22R0054	CULVER NEWLIN INC	303.86	303.86	0108655109 4310
L22R0055	SCHOOLOUTFITTERS.COM	469.80	469.80	0108655109 4310
L22R0056	APPLE COMPUTER INC	160.55	160.55	0130225101 4310
L22R0057	MEMORY JOGGERS	96.15	96.15	0130210101 4310
L22R0058	UZBL LLC	588.32	588.32	0108655109 4310

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#### PSEUDO / OBJECT DESCRIPTION

LCFF Supplemental Instr LV / Materials and Supplies Instr LCFF Supplemental Instr LV / Materials and Supplies Instr Instr Mat Lottery Valencia Ins / Materials and Supplies Inst Instr Mat Lottery Valencia Ins / Materials and Supplies Inst Instr Mat Lottery Valencia Ins / Materials and Supplies Inst LCFF Suppl Instr Valencia Park / Materials and Supplies Title I Orangethorpe Instr / Consultants

LCFF Suppl Instr Valencia Park / Materials and Supplies LCFF Suppl Instr Raymond / Materials and Supplies Instr Transitional Kinder Instr Dist / Materials and Supplies Inst Lottery Textbook Instr Exp / Materials and Supplies Instr Transitional Kinder Instr Dist / Materials and Supplies Inst LCFF Base Instr Commonwealth / Materials and Supplies LCFF Base Instr Commonwealth / Materials and Supplies Transitional Kinder Instr Dist / Materials and Supplies Inst LCFF Base Instr Rolling Hills / Materials and Supplies Instr Transitional Kinder Instr Dist / Materials and Supplies Inst LCFF Base Instr Rolling Hills / Materials and Supplies Instr Transitional Kinder Instr Dist / Materials and Supplies Inst Transitional Kinder Instr Dist / Materials and Supplies Inst Transitional Kinder Instr Dist / Materials and Supplies Inst LCFF Supplemental Inst Richman / Materials and Supplies LCFF Supplemental Instr Acacia / Materials and Supplies Transitional Kinder Instr Dist / Materials and Supplies Inst

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**BOARD OF TRUSTEES MEETING 07/25/2017** 

ACCOUNT ACCOUNT PO PO NUMBER TOTAL VENDOR L22R0059 **UZBL LLC** 1.792.96 L22R0060 **RENAISSANCE LEARNING INC** 6,602.00 L22R0061 5,465.00 **RENAISSANCE LEARNING INC** L22R0062 **RENAISSANCE LEARNING INC** 5,883.75 694.99 L22R0063 **HEALTH CONNECTED** L22R0064 **VOCABULARY.COM** 2,610.00 SOUTHWEST SCHOOL SUPPLY 193.49 L22R0065 879.60 L22R0066 LEARNING A TO Z 10,250.00 L22R0067 **EDGEUNITY INC.** L22R0068 3,850.00 SEESAW 1,745.55 L22R0069 **CULVER NEWLIN INC** NATIONAL JUNIOR HONOR SOCIETY 385.00 L22R0070 680.77 L22R0071 LAKESHORE LEARNING ART SUPPLY WAREHOUSE 1,950.28 L22R0072 5,926.25 ART SUPPLY WAREHOUSE L22R0073 **ART SUPPLY WAREHOUSE** 4,444.69 L22R0074 17,911.48 L22R0075 **GST INC** CHILD CREATIVITY LAB INC. 900.00 L22R0076 97.15 L22R0077 VIRCO MANUFACTURING 1,083.96 L22R0078 LAKESHORE LEARNING 278.00 L22R0079 DATA MANAGEMENT INC 163.77 L22R0080 S&S WORLDWIDE INC 3,678.37 L22R0081 LAKESHORE LEARNING L22R0082 **APPLE COMPUTER INC** 340.49

FROM 07/01/2017 TO 07/06/2017

<u>AMOUNT</u>	NUMBER	PSEUDO / OBJECT DESCRIPTION
1,792.96	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
6,602.00	0121221101 5805	Title I Orangethorpe Instr / Consultants
5,465.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
5,883.75	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
694.99	0140155239 4310	Curriculum Development Discret / Materials and Supplies
2,610.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
193.49	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
879.60	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
10,250.00	0130252101 4310	LCFF Suppl Instr District / Materials and Supplies Instr
3,850.00	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
1,745.55	0111629101 4310	Donation Instruction Woodcrest / Materials and Supplies
385.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
680.77	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
1,950.28	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
5,926.25	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
4,444.69	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
17,911.48	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
900.00	1208255821 5805	Child Devel Operations Central / Consultants
97.15	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
1,083.96	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
278.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
163.77	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
3,678.37	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
340.49	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr

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PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L22R0083	POWERSCHOOL GROUP LLC	143,942.75	76,500.00 67,442.75	0140955249 4310 0140955249 5810	Info Systems Serv Media DC / Materials and Supplies Instr Info Systems Serv Media DC / Data Processing Services
L22R0084	EXPLORELEARNING	25,000.00	25,000.00	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
L22R0085	LEG GODT	27,000.00	27,000.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
L22R0086	CM SCHOOL SUPPLY COMPANY	38.30	38.30	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
L22R0087	SIS RESOURCES	675.00	675.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
L22R0088	CLASSLINK INC	30,000.00	30,000.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
L22R0089	COMPANION CORPORATION	25,095.00	25,095.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
L22R0090	ASSOCIATION FOR SUPERVISON CUR	207.63	207.63	0140155239 4310	Curriculum Development Discret / Materials and Supplies
L22R0091	VEX ROBOTICS INC	1,143.60	1,143.60	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
L22R0092	CURRICULUM ASSOCIATES LLC	190.40	190.40	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
L22R0093	SCHOOLSIN	917.08	917.08	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
L22R0094	AEROMARK	15.35	15.35	0152055779 4350	Education Services Discret / Materials and Supplies Office
L22R0095	VERNIER SOFTWARE & TECHNOLOGY	3,092.37	3,092.37	0130252101 4310	LCFF Suppl Instr District / Materials and Supplies Instr
L22R0096	BLACKBOARD CONNECT INC	38,400.06	38,400.06	8152451741 5800	Property and Liability / Other Contracted Services
L22R0097	CULVER NEWLIN INC	73.27	73.27	2567127859 4310	Facilities Improvement Sunset / Materials and Supplies
L22R0098	MARZANO RESEARCH LABORATORY	42,500.00	42,500.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
L22R0099	CULVER NEWLIN INC	889.16	889.16	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
L22R0100	ROBINSON, JOE	1,500.00	1,500.00	0107557121 5805	Supt Office Donations / Consultants
L22R0101	STERLING HEALTH SERVICES INC	3,765.00	765.00 3,000.00	0153050799 5899 0161050721 3700	Business Administration DC / Other Expenses Other Benefits / Retiree Benefits
L22R0102	GETTYSBURG FLAG WORKS INC.	2,299.13	2,299.13	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
L22R0103	NASCO WEST INC	727.59	727.59	0151354341 4310	Health Services / Materials and Supplies Instr
L22R0104	TOT LOT PROS INC	8,750.00	4,000.00 4,750.00	0111615851 6100 2567115859 6100	Donation Facil Improv Golden / Sites and Site Facilities Improvement Golden / Sites and Site

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PO <u>NUMBER</u>	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L22V0001	APPLE COMPUTER INC	689,038.84	689,038.84	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
L22V0002	CULVER NEWLIN INC	23,687.27	12,201.11 11,486.16	4064650851 4310 4064650851 6450	Redevelp Pass Through Admin / Materials and Supplies Redevelp Pass Through Admin / Repl Equip Less Than
L22V0003	COAST RECREATION INC	19,575.59	19,575.59	0111615851 6100	Donation Facil Improv Golden / Sites and Site
L22V0004	APPLE COMPUTER INC	12,203.67	2,682.44 9,521.23	0130220101 4310 0130220101 6410	LCFF Supplemental Inst Nicolas / Materials and Supplies LCFF Supplemental Inst Nicolas / New Equip Less Than
L22V0005	APPLE COMPUTER INC	40,079.00	37,465.00 2,614.00	0111917101 6410 0130217101 6410	Phelps Grant Ladera Vista / New Equip Less Than \$10,000 LCFF Supplemental Instr LV / New Equip Less Than
L22V0006	CULVER NEWLIN INC	4,099.24	4,099.24	0130427109 6410	LCFF Base Instr Sunset Lane / New Equip Less Than
L22V0007	CULVER NEWLIN INC	2,547.86	1,267.14 1,280.72	0108852101 4310 0108852101 6410	Dual Immersion District Instr / Materials and Supplies Instr Dual Immersion District Instr / New Equip Less Than
L22V0008	CDW.G	2,046.17	2,046.17	1208255101 6410	Child Developmnt Instr Central / New Equip Less Than
L22V0009	APPLE COMPUTER INC	1,596.47	182.10 1,414.37	0153750799 4350 0153750799 6450	Business Administration DC / Materials and Supplies Business Administration DC / Repl Equip Less Than
L22V0010	CDW.G	8,316.50	1,610.86 6,705.64	0111616101 4310 0111616101 6410	Donation Instruction Hermosa / Materials and Supplies Instr Donation Instruction Hermosa / New Equip Less Than
L22V0011	CDW.G	23,286.21	2,304.21 9,338.90 24.50 2,279.71 9,338.89	0130215101 4310 0130215101 6410 0130215109 4310 0130415109 4310 0130415109 6410	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr LCFF Suppl Instr Golden Hill / New Equip Less Than / Materials and Supplies Instr LCFF Base Instr Golden Hill / Materials and Supplies Instr LCFF Base Instr Golden Hill / New Equip Less Than
L22V0012	CDW.G	2,052.17	6.00 2,046.17	1208255101 4310 1208255101 6410	Child Developmnt Instr Central / Materials and Supplies Child Developmnt Instr Central / New Equip Less Than
L22X0001	FULLERTON, CITY OF	31,460.13	31,460.13	2567150911 7439	Facil Impr Debt Service Maple / Debt Service Principle
L22X0002	DECISIONINSIGHT LLC	16,125.00	16,125.00	2567150859 5805	Facilities Improvement Central / Consultants
L22X0003	US BANK	4,000.00	4,000.00	4067750851 5805	CC Facilities / Consultants

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## PURCHASE ORDER DETAIL REPORT

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ACCOUNT ACCOUNT PO PO NUMBER TOTAL AMOUNT NUMBER PSEUDO / OBJECT DESCRIPTION VENDOR 0153050799 5805 Business Administration DC / Consultants NIGRO AND NIGRO PC 1.300.00 1,300.00 L22X0004 500.00 500.00 0140155239 4350 Curriculum Development Discret / Materials and Supplies L22X0005 SOUTHWEST SCHOOL SUPPLY 10.000.00 0121224101 4310 Title I Raymond Instruction / Materials and Supplies Instr 20,000.00 L22X0006 SOUTHWEST SCHOOL SUPPLY LCFF Suppl Instr Raymond / Materials and Supplies Instr 10,000.00 0130224101 4310 12.000.00 12,000.00 0130210101 4310 LCFF Supplemental Instr Acacia / Materials and Supplies L22X0007 SOUTHWEST SCHOOL SUPPLY 0130223101 4310 LCFF Supplemental Instr Parks / Materials and Supplies 25,000.00 25,000.00 L22X0008 SOUTHWEST SCHOOL SUPPLY 0138552229 5805 Educ Effectvness InstrStaffDev / Consultants 12,800.00 12,800.00 L22X0009 MOMENTUM IN TEACHING LLC 0138552229 5805 Educ Effectvness InstrStaffDev / Consultants L22X0010 MOMENTUM IN TEACHING LLC 75,200.00 75,200.00 Donation Instruction Fern / Materials and Supplies Instr 0111613101 4310 2,000.00 2.000.00 L22X0011 SOUTHWEST SCHOOL SUPPLY 16,000.00 8,000.00 0130217101 4310 LCFF Supplemental Instr LV / Materials and Supplies Instr L22X0012 SOUTHWEST SCHOOL SUPPLY LCFF Base Instr Ladera Vista / Materials and Supplies Instr 8,000.00 0130417109 4310 LCFF Supplemental Instr CW / Materials and Supplies Instr 12,000.00 2,000.00 0130212101 4310 L22X0013 SOUTHWEST SCHOOL SUPPLY LCFF Base Instr Commonwealth / Materials and Supplies 10,000.00 0130412109 4310 0130229101 4310 LCFF Suppl Instr Woodcrest / Materials and Supplies Instr 7.500.00 L22X0014 SOUTHWEST SCHOOL SUPPLY 15,000.00 7,500.00 0130429109 4310 LCFF Base Instr Woodcrest / Materials and Supplies Instr Title I Maple Instruction / Materials and Supplies Instr 4,000.00 0121219101 4310 4,000.00 L22X0015 SOUTHWEST SCHOOL SUPPLY 5,000.00 0121221101 4310 Title I Orangethorpe Instr / Materials and Supplies Instr 5,000.00 L22X0016 SOUTHWEST SCHOOL SUPPLY LCFF Base Instr Rolling Hills / Materials and Supplies Instr 0130426109 4310 L22X0017 SOUTHWEST SCHOOL SUPPLY 15,000.00 15,000.00 1,950.00 0153150759 4350 Warehouse DC / Materials and Supplies Office 1,950.00 L22X0018 SOUTHWEST SCHOOL SUPPLY 10.000.00 10,000.00 0130427109 4310 LCFF Base Instr Sunset Lane / Materials and Supplies Instr L22X0019 SOUTHWEST SCHOOL SUPPLY Special Ed Administration / Materials and Supplies Office 2.000.00 2,000.00 0142054201 4350 L22X0020 SOUTHWEST SCHOOL SUPPLY LCFFBase InstrumntlMusic Parks / Materials and Supplies 750.00 750.00 0130423139 4310 L22X0021 PEPPER MUSIC, J W LCFF Base Vocal Class Parks / Materials and Supplies Instr 10,000.00 10,000.00 0130423189 4310 L22X0022 PEPPER MUSIC, J W Curriculum Development Discret / Materials and Supplies 1,500.00 1,500.00 0140155239 4350 L22X0023 COSTCO WHOLESALE 1.500.00 0140155239 4350 Curriculum Development Discret / Materials and Supplies 1,500.00 L22X0024 SMART AND FINAL STORES CORPORA

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L22X0025	COSTCO WHOLESALE	1,000.00	1,000.00	0142054201 4350
L22X0026	SOUTHWEST SCHOOL SUPPLY	5,000.00	5,000.00	0130416109 4310
L22X0027	SOUTHWEST SCHOOL SUPPLY	15,000.00	15,000.00	0130430109 4310
L22X0028	SOUTHWEST SCHOOL SUPPLY	25,000.00	25,000.00	0130225101 4310
L22X0029	SOUTHWEST SCHOOL SUPPLY	15,000.00	15,000.00	0130415109 4310
L22X0030	SOUTHWEST SCHOOL SUPPLY	19,000.00	19,000.00	0130228101 4310
L22X0031	STAPLES 0025724519	1,000.00	1,000.00	0130428109 4310
L22X0032	COSTCO WHOLESALE	1,000.00	1,000.00	0130428109 4310
L22X0033	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130428109 4310
L22X0034	SOUTHWEST SCHOOL SUPPLY	23,000.00	23,000.00	0130222101 4310
L22X0035	CM SCHOOL SUPPLY COMPANY	500.00	500.00	0130222101 4310
L22X0036	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0130222101 4310
L22X0037	COSTCO WHOLESALE	500.00	500.00	0130222101 4310
L22X0038	OFFICE DEPOT BUSINESS SERVICE	500.00	500.00	0130222101 4310
L22X0039	SOUTHWEST SCHOOL SUPPLY	8,000.00	4,000.00 4,000.00	0130211101 4310 0130411109 4310
L22X0040	READYREFRESH	500.00	500.00	1208555101 4310
L22X0041	ALBERTSON'S LLC	5,000.00	5,000.00	0130423159 4310
L22X0042	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130423159 4310
L22X0043	COSTCO WHOLESALE	500.00	500.00	0130424109 4310
L22X0044	LOWES HIW INC	700.00	700.00	0130424109 4310
L22X0045	STATER BROS	500.00	500.00	0130420109 4310
L22X0046	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130420109 4310
L22X0047	COSTCO WHOLESALE	1,000.00	1,000.00	0142054201 4310

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#### PSEUDO / OBJECT DESCRIPTION

Special Ed Administration / Materials and Supplies Office LCFF Base Instr Hermosa Drive / Materials and Supplies LCFF Base Instruction Fisler / Materials and Supplies Instr LCFF Supplemental Inst Richman / Materials and Supplies LCFF Base Instr Golden Hill / Materials and Supplies Instr LCFF Suppl Instr Valencia Park / Materials and Supplies LCFF Base Instr Valencia Park / Materials and Supplies LCFF Base Instr Valencia Park / Materials and Supplies LCFF Base Instr Valencia Park / Materials and Supplies LCFF Suppl Instr Pacific Drive / Materials and Supplies LCFF Suppl Instr Pacific Drive / Materials and Supplies LCFF Suppl Instr Pacific Drive / Materials and Supplies LCFF Suppl Instr Pacific Drive / Materials and Supplies LCFF Suppl Instr Pacific Drive / Materials and Supplies LCFF Supplemental Instr BW / Materials and Supplies Instr LCFF Base Instr Beechwood / Materials and Supplies Instr Fee Based Childcare Admin / Materials and Supplies Instr LCFF Base Food Parks Jr High / Materials and Supplies LCFF Base Food Parks Jr High / Materials and Supplies LCFF Base Instruction Raymond / Materials and Supplies LCFF Base Instruction Raymond / Materials and Supplies LCFF Base Instruction Nicolas / Materials and Supplies LCFF Base Instruction Nicolas / Materials and Supplies Special Ed Administration / Materials and Supplies Instr

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### PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

ACCOUNT ACCOUNT PO PO TOTAL AMOUNT NUMBER NUMBER VENDOR 1,000.00 0130219101 4310 L22X0048 COSTCO WHOLESALE 1,000.00 2,000.00 0142054201 4350 L22X0049 SOUTHWEST SCHOOL SUPPLY 2.000.00 1.000.00 0130217101 4310 L22X0050 HOLLANDER GLASS INC 2,000.00 1,000.00 0130417109 4310 15,000.00 15,000.00 0131655109 4310 L22X0051 SOUTHWEST SCHOOL SUPPLY 5.000.00 0121220101 4310 25,000.00 L22X0052 SOUTHWEST SCHOOL SUPPLY 0130220101 4310 10.000.00 10,000.00 0130420109 4310 0130225101 4310 1,000.00 1.000.00 L22X0053 SMART AND FINAL STORES CORPORA 500.00 1208155101 4310 500.00 L22X0054 LOWES HIW INC 1,000.00 1.000.00 1231019101 4310 L22X0055 LOWES HIW INC 1,000.00 1.000.00 1208555101 4310 L22X0056 LOWES HIW INC 1.000.00 1208255101 4310 1,000.00 L22X0057 LOWES HIW INC 1,000.00 1231019101 4310 CM SCHOOL SUPPLY COMPANY 1.000.00 L22X0058 800.00 800.00 1208155101 4310 L22X0059 CM SCHOOL SUPPLY COMPANY 1,000.00 1,000.00 1208255101 4310 L22X0060 CM SCHOOL SUPPLY COMPANY 1,000.00 1.000.00 1208255101 4310 L22X0061 COSTCO WHOLESALE 500.00 500.00 1208155101 4310 L22X0062 COSTCO WHOLESALE 1.000.00 1.000.00 1231019101 4310 L22X0063 COSTCO WHOLESALE 2,000.00 2.000.00 1208555101 4310 L22X0064 COSTCO WHOLESALE 1.000.00 1208255101 4310 1.000.00 L22X0065 SMART AND FINAL STORES CORPORA 1208255101 4310 1,000.00 SMART AND FINAL STORES CORPORA 1.000.00 L22X0066 1.000.00 1208555101 4310 1,000.00 L22X0067 SMART AND FINAL STORES CORPORA 500.00 500.00 1208155101 4310 L22X0068 SMART AND FINAL STORES CORPORA 1,000.00 1,000.00 1208255101 4310 L22X0069 STATER BROS

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## PSEUDO / OBJECT DESCRIPTION LCFF Supplemental Instr Maple / Materials and Supplies

Special Ed Administration / Materials and Supplies Office LCFF Supplemental Instr LV / Materials and Supplies Instr LCFF Base Instr Ladera Vista / Materials and Supplies Instr Visual Performing Arts Instruc / Materials and Supplies Inst Title I Nicolas Instruction / Materials and Supplies Instr LCFF Supplemental Inst Nicolas / Materials and Supplies LCFF Base Instruction Nicolas / Materials and Supplies LCFF Supplemental Inst Richman / Materials and Supplies Preschool Instruction / Materials and Supplies Instr Preschool Instruction / Materials and Supplies Instr Fee Based Childcare Admin / Materials and Supplies Instr Child Developmnt Instr Central / Materials and Supplies Preschool Instruction / Materials and Supplies Instr Preschool Instruction / Materials and Supplies Instr Child Developmnt Instr Central / Materials and Supplies Child Developmnt Instr Central / Materials and Supplies Preschool Instruction / Materials and Supplies Instr Preschool Instruction / Materials and Supplies Instr Fee Based Childcare Admin / Materials and Supplies Instr Child Developmnt Instr Central / Materials and Supplies Child Developmnt Instr Central / Materials and Supplies Fee Based Childcare Admin / Materials and Supplies Instr Preschool Instruction / Materials and Supplies Instr Child Developmnt Instr Central / Materials and Supplies

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ACCOUNT ACCOUNT PO PO NUMBER TOTAL AMOUNT NUMBER VENDOR 1,000.00 1.000.00 1208255101 4310 L22X0070 STATER BROS 1,000.00 1,000.00 1208155101 4310 L22X0071 STATER BROS 1.000.00 1231019101 4310 L22X0072 STATER BROS 1,000.00 1208555101 4310 1,000.00 1,000.00 L22X0073 STATER BROS 1,100.00 700.00 0131655109 4310 L22X0074 COSTCO WHOLESALE 400.00 0131655279 4350 1,000.00 1.000.00 8152451741 4350 SOUTHWEST SCHOOL SUPPLY L22X0075 5,000.00 8152451741 4363 5.000.00 L22X0076 SAFETY MAP LLC 5,000.00 8152451741 4363 5.000.00 PACIFIC SIGN INSTALLATIONS L22X0077 47,000.00 47,000.00 6852458741 5805 L22X0078 YORK INSURANCE SERVICES GROUP 8152451741 4350 2,500.00 2,500.00 L22X0079 RAPTOR TECHNOLOGIES LLC 5,000.00 5,000.00 8152451741 4363 EARTHQUAKE MANAGEMENT L22X0080 1231019101 4310 1,500.00 1,500.00 L22X0081 READYREFRESH 4,000.00 1208555101 4310 4.000.00 READYREFRESH L22X0082 1208255101 4310 4,500.00 4,500.00 L22X0083 **TJT SALES** 0140955249 4350 **COSTCO WHOLESALE** 500.00 500.00 L22X0084 0140955249 4363 5,000.00 5,000.00 L22X0085 **EPSON AMERICA INC** 5,000.00 5,000.00 0140955249 4363 L22X0086 **FRY'S ELECTRONICS** 0140955249 4363 500.00 500.00 **FULLERTON HARDWARE** L22X0087 750.00 0140955249 4363 750.00 HOME DEPOT, THE L22X0088 500.00 500.00 0140955249 4363 **GRAYBAR ELECTRIC COMPANY** L22X0089 30,000.00 30,000.00 0140955249 4363 L22X0090 **GROUP VERTICAL LLC** 3,000.00 3,000.00 0140955249 4363 L22X0091 **ORVAC ELECTRONICS** 0140955249 5901 1,300.00 1.300.00 L22X0092 UPS

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#### PSEUDO / OBJECT DESCRIPTION

Child Developmnt Instr Central / Materials and Supplies Preschool Instruction / Materials and Supplies Instr Preschool Instruction / Materials and Supplies Instr Fee Based Childcare Admin / Materials and Supplies Instr Visual Performing Arts Instruc / Materials and Supplies Inst Visual Performing Arts Adm Dis / Materials and Supplies Property and Liability / Materials and Supplies Office Property and Liability / Materials and Supplies Repairs Property and Liability / Materials and Supplies Repairs Workers Comp Admin / Consultants Property and Liability / Materials and Supplies Office Property and Liability / Materials and Supplies Repairs Preschool Instruction / Materials and Supplies Instr Fee Based Childcare Admin / Materials and Supplies Instr Child Developmnt Instr Central / Materials and Supplies Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / Communications Postage

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L22X0093	SOUTHWEST SCHOOL SUPPLY	500.00	500.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
L22X0094	APPLE COMPUTER INC	80,000.00	80,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
L22X0095	APPLE COMPUTER INC	15,000.00	15,000.00	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
L22X0096	READYREFRESH	1,000.00	1,000.00	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
L22X0097	READYREFRESH	1,000.00	1,000.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
L22X0098	READYREFRESH	500.00	500.00	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
L22X0099	ALBERTSON'S LLC	300.00	300.00	0150855359 4350	District Testing / Materials and Supplies Office
L22X0100	STAPLES 0025724519	200.00	200.00	0150855359 4350	District Testing / Materials and Supplies Office
L22X0101	ORANGE CNTY DEPARTMENT OF EDUC	2,250.00	2,250.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
L22X0102	TIME WARNER CABLE LLC	185,000.00	185,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
L22X0103	VERIZON WIRELESS	21,000.00	21,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
L22X0104	VERIZON WIRELESS	2,000.00	2,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
L22X0105	SOUTHWEST SCHOOL SUPPLY	700.00	700.00	0150855359 4350	District Testing / Materials and Supplies Office
L22X0106	ABRAHAMSON, GAIL	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0107	ADAMSON, GREG	28,000.00	28,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0108	ANDERSON, VERONICA	18,000.00	18,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0109	ARMSTRONG, NEDA MAE	2,300.00	2,300.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0110	AYEH, KATHY	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0111	<b>BB ENTERPRISES INC</b>	4,500.00	4,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0112	BURN, PATRICIA ANN	10,500.00	10,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0113	CALTRIDER, EMMA	5,600.00	5,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0114	CROCCO, CAROLE ANN	16,875.00	16,875.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0116	DAVIS, CHELSEA KREITLER	11,375.00	11,375.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0117	ENGLAND, KATHERINE	23,000.00	23,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

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L22X0118	FERRANTE, SUSAN MARIE	12,000.00	12,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0119	GREEN, BRYAN	24,750.00	24,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0120	HEATON, ELIZABETH	24,000.00	24,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0121	HOHMAN, STEPHEN MICHAEL	16,800.00	16,800.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0122	KAMALU, JOYLANI ROSEANN	12,500.00	12,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0123	ORR, THERESA	18,750.00	18,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0124	MANGINO, ASHLEY	3,000.00	3,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0125	PRINCE, KRISTIN	9,000.00	9,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0126	RYOO, SUSAN PARK	12,762.00	12,762.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0127	SANCHEZ, JESSICA FLORES	5,500.00	5,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0128	SCHULZE, ELLEN MARIE	1,500.00	1,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0129	SOULY, WILFRIED G.	11,200.00	11,200.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0130	STULTS, EMILY	3,750.00	3,750.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0131	SZABO, ISTVAN ZOLTAN	10,500.00	10,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0132	TERAN, MARGARET GLASER	3,125.00	3,125.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0133	TOBON, CAROLINA	17,500.00	17,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0134	VENTURA-CRUESS, EMMANUEL	14,375.00	14,375.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0135	WILSON, CYNTHIA ANN	8,125.00	8,125.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0136	WODOBODE, AIMEE	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0137	ARII, MARIA L	11,700.00	11,700.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0138	D'ADAMO, PABLO A.	7,500.00	7,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0139	JONES, DALE	2,600.00	2,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0140	KOHL, BRIAN	12,000.00	12,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0141	RYANEN, CYNTHIA	11,700.00	11,700.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

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FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO <u>Total</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L22X0142	SVENSSON, ISAAC	6,250.00	6,250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
L22X0143	UNIVERSITY OF SOUTHERN CALIFOR	45,000.00	45,000.00	0121252101 5850	Title I District Instruction / Admission Fees
L22X0144	APPLE COMPUTER INC	20,000.00	20,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
L22Y0001	A 1 TRANSMISSION AND SUPPLY	1,250.00	750.00 500.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
L22Y0002	A-Z BUS SALES	10,000.00	4,000.00 6,000.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
L22Y0003	ABS POWER BRAKE INC	300.00	300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0004	ACE INDUSTRIAL SUPPLY INC.	3,000.00	3,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0005	ADVANCED BATTERY SYSTEMS INC	3,000.00	3,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0006	ARAMARK UNIFORM SERVICE	5,000.00	5,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
L22Y0007	WORLD OIL ENVIRONMENTAL SERVIC	500.00	500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0008	AUTOZONE	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0009	AVCOGAS PROPANE SALES AND SERV	60,000.00	3,000.00 57,000.00	0153256369 4361 0156556369 4361	Transportation Field Trips / Materials and Supplies Fuel Home to Sch Transportation DC / Materials and Supplies
L22Y0010	BUSWEST	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0011	FULLERTON, CITY OF	1,000.00	1,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0012	CLEAN AIR TESTING INC	2,500.00	2,500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0013	CRIMP SUPPLY	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0014	D AND D INSTRUMENTS	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0015	DIESEL SPECIALISTS INC	1,250.00	1,000.00 250.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
L22Y0016	FACTORY MOTOR PARTS COMPANY	7,000.00	7,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0017	FLEET SERVICES INC	7,500.00	5,000.00 2,500.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors

## **FULLERTON ELEMENTARY** PURCHASE ORDER DETAIL REPORT **BOARD OF TRUSTEES MEETING 07/25/2017**

FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L22Y0018	FROG ENVIRONMENTAL INC	4,000.00	4,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0019	FULLERTON DIESEL ELECTRIC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0020	FULLERTON HARDWARE	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0021	FULLERTON SMOG CENTER	1,500.00	1,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
L22Y0022	GARY'S RADIATOR SERVICE	600.00	100.00 500.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
L22Y0023	GCR TIRE CENTERS	3,000.00	3,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0024	GORM INC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0025	GRAINGER INC, WW	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0026	HOME DEPOT, THE	750.00	750.00	0156556369 4360	Home to Sch Transportation $DC$ / Materials and Supplies
L22Y0027	J AND J CARBURETORS	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0028	L AND R AUTOMOTIVE SUPPLY CO	500.00	200.00 300.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
L22Y0029	LEE AND SON ALIGNMENT	750.00	250.00 500.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
L22Y0030	MCCOY AND MILLS FORD	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0031	MCFADDEN DALE INDUSTRIAL HARDW	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0032	METRO FLUID CONNECTORS	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0033	NAPA AUTO PARTS	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0034	NVB EQUIPMENT INC	2,600.00	100.00 2,500.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
L22Y0035	ONE STOP PARTS SOURCE	3,000.00	3,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0036	O'REILLY AUTO PARTS	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0037	ORVAC ELECTRONICS	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0038	PACIFIC INDUSTRIAL WATER SYSTE	2,700.00	2,700.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

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#### PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L22Y0039	PARKHOUSE TIRE INC	9,000.00	9,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0040	PINNACLE PETROLEUM INC	60,000.00	60,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0041	POWERSTRIDE BATTERY CO INC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0042	QUALITY GLASS	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0043	RAL COMPANY	2,000.00	2,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0044	ROAD AMERICAN	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0045	ROSEMEAD OIL PRODUCTS INC	6,000.00	6,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0046	SOUTH COAST AIR QUALITY MANAGE	350.00	350.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0047	STATE BOARD OF EQUALIZATION	1,500.00	1,500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0048	TAIT ENVIRONMENTAL SERVICES	2,200.00	2,200.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0049	TOPS AUTO SUPPLY	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0050	TRUCPARCO	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0051	UNDER POWER STEERING	600.00	100.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
L22Y0052	WESTRUX	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
L22Y0053	WORLDWIDE WASTE MANAGEMENT	800.00	800.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
L22Y0054	SOUTHWEST SCHOOL SUPPLY	1,000.00	1,000.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
L22Z0001	NATURAL GREEN TREE CARE INC	40,000.00	20,000.00 20,000.00	0153353819 5640 0154753849 5640	Plant Maintenance DC / Repairs by Vendors Grounds Discretionary / Repairs by Vendors
L22Z0002	ORANGE COUNTY APPLIANCE PARTS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
L22Z0003	ORVAC ELECTRONICS	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
L22Z0004	PEST OPTIONS INC	30,000.00	30,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
L22Z0005	PIONEER CHEMICAL COMPANY	15,000.00	15,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
L22Z0006	PLUMBING AND INDUSTRIAL SUPPLY	30,000.00	30,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other

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## FULLERTON ELEMENTARY PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT NUMBER	PSEU
L22Z0007	PRAXAIR DISTRIBUTION	500.00	500.00	0153353819 4363	Plant
L22Z0008	<b>REFRIGERATION SUPPLY DISTRIBUT</b>	10,000.00	10,000.00	0153353819 4363	Plant
L22Z0009	<b>REGENCY LIGHTING</b>	15,000.00	15,000.00	0153353819 4363	Plant
L22Z0010	REXEL INC	1,000.00	1,000.00	0153353819 4363	Plant
L22Z0011	ROTO ROOTER	10,000.00	10,000.00	0153353819 5640	Plant
L22Z0012	SSD ALARM SYSTEMS	7,000.00	7,000.00	0154253829 5800	Custo
L22Z0013	SCOTT OVERHEAD DOORS AND DOCK	1,500.00	1,500.00	0153353819 5640	Plant
L22Z0014	SHIFFLER EQUIPMENT SALES	1,500.00	1,500.00	0153353819 4363	Plant
L22Z0015	SIGLER WHOLESALE DISTRIBUTORS	8,000.00	8,000.00	0153353819 4363	Plant
L22Z0016	STAPLES 0025724519	3,000.00	3,000.00	0153353819 4350	Plant
L22Z0017	STOTZ EQUIPMENT	2,000.00	2,000.00	0154753849 4363	Grou
L22Z0018	ZUMAR INDUSTRIES INC	1,000.00	1,000.00	0153353819 4363	Plant
L22Z0019	TRI ED INC	5,000.00	5,000.00	0153353819 4363	Plant
L22Z0020	U HAUL INTERNATIONAL	250.00	250.00	0153353819 4361	Plant
L22Z0021	US AIR CONDITIONING DISTRIBUTO	4,000.00	4,000.00	0153353819 4363	Plant
L22Z0022	VISTA PAINT	16,000.00	16,000.00	0153353819 4363	Plant
L22Z0023	WEST COAST SAND AND GRAVEL	1,000.00	1,000.00	0153353819 4363	Plant
L22Z0024	WESTERN STATES GLASS	10,000.00	10,000.00	0153353819 4363	Plant
L22Z0025	GORM INC	220,000.00	220,000.00	0154253829 4360	Custo
L22Z0026	GORM INC	15,000.00	15,000.00	0153353819 4363	Plant
L22Z0027	GRAINGER INC, WW	5,000.00	5,000.00	0153353819 4363	Plant
L22Z0028	MCMASTER CARR SUPPLY COMPANY	3,000.00	3,000.00	0153353819 4363	Plant
L22Z0029	GORM INC	10,000.00	10,000.00	0154253829 4360	Cust
L22Z0030	AAA ELECTRIC MOTORS	4,000.00	4,000.00	0153353819 4363	Plant

FROM 07/01/2017 TO 07/06/2017

### **PSEUDO / OBJECT DESCRIPTION**

nt Maintenance DC / Materials and Supplies Repairs nt Maintenance DC / Repairs by Vendors stodial Discretionary / Other Contracted Services nt Maintenance DC / Repairs by Vendors nt Maintenance DC / Materials and Supplies Repairs nt Maintenance DC / Materials and Supplies Repairs nt Maintenance DC / Materials and Supplies Office unds Discretionary / Materials and Supplies Repairs nt Maintenance DC / Materials and Supplies Repairs nt Maintenance DC / Materials and Supplies Repairs nt Maintenance DC / Materials and Supplies Fuel nt Maintenance DC / Materials and Supplies Repairs stodial Discretionary / Materials and Supplies Other ant Maintenance DC / Materials and Supplies Repairs nt Maintenance DC / Materials and Supplies Repairs int Maintenance DC / Materials and Supplies Repairs stodial Discretionary / Materials and Supplies Other Plant Maintenance DC / Materials and Supplies Repairs

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**BOARD OF TRUSTEES MEETING 07/25/2017** 

PO <u>NUMBER</u>	VENDOR	PO <u>Total</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	ļ
L22Z0031	AIR GAS DIRECT IND	1,500.00	1,500.00	0153353819 4363	
L22Z0032	ATOMIC CLOCKS ONLINE	3,000.00	3,000.00	0153353819 4363	
L22Z0033	B AND M LAWN GARDEN	4,500.00	4,500.00	0154753849 4363	
L22Z0034	BENNER METALS	500.00	500.00	0153353819 4363	
L22Z0035	CAL LIFT INC	500.00	500.00	0153353819 5640	
L22Z0036	CARSON LANDSCAPE SUPPLY	4,000.00	4,000.00	0154753849 4363	
L22Z0037	CASE PARTS	1,500.00	1,500.00	0153353819 4363	
L22Z0038	FULLERTON, CITY OF	1,000.00	1,000.00	0154253829 5800	
L22Z0039	EWING IRRIGATION PRODUCTS	10,000.00	10,000.00	0154753849 4363	
L22Z0040	DECKER EQUIPMENT/SCHOOL FIX	1,000.00	1,000.00	0153353819 4363	
L22Z0041	EXCELSIOR ELEVATOR CORP	12,000.00	12,000.00	0153353819 5640	
L22Z0042	EXPRESS PIPE AND SUPPLY	2,000.00	2,000.00	0153353819 4363	
L22Z0043	FERGUSON ENTERPRISES INC	5,000.00	5,000.00	0153353819 4363	
L22Z0044	FRY'S ELECTRONICS	4,000.00	4,000.00	0153353819 4363	
L22Z0045	GANAHL LUMBER	4,000.00	4,000.00	0153353819 4363	
L22Z0046	GEARY PACIFIC SUPPLY	7,000.00	7,000.00	0153353819 4363	
L22Z0047	GLASBY MAINTENANCE SUPPLY COMP	5,000.00	5,000.00	0154253829 4360	
L22Z0048	GRAYBAR ELECTRIC COMPANY	5,000.00	5,000.00	0153353819 4363	
L22Z0049	HAJOCA CORPORATION	5,000.00	5,000.00	0153353819 4363	
L22Z0050	HOME DEPOT, THE	10,000.00	10,000.00	0153353819 4363	
L22Z0051	HOWARD INDUSTRIES INC	5,000.00	5,000.00	0153353819 4363	
L22Z0052	IMPERIAL BUILDING MATERIALS	500.00	500.00	0153353819 4363	
L22Z0053	LAIRD PLASTICS	1,000.00	1,000.00	0153353819 4363	
L22Z0054	LENNOX INDUSTRIES INC	2,000.00	2,000.00	0153353819 4363	

FROM 07/01/2017 TO 07/06/2017

#### **PSEUDO / OBJECT DESCRIPTION**

Plant Maintenance DC / Materials and Supplies Repairs Plant Maintenance DC / Materials and Supplies Repairs Grounds Discretionary / Materials and Supplies Repairs Plant Maintenance DC / Materials and Supplies Repairs Plant Maintenance DC / Repairs by Vendors Grounds Discretionary / Materials and Supplies Repairs Plant Maintenance DC / Materials and Supplies Repairs Custodial Discretionary / Other Contracted Services Grounds Discretionary / Materials and Supplies Repairs Plant Maintenance DC / Materials and Supplies Repairs Plant Maintenance DC / Repairs by Vendors Plant Maintenance DC / Materials and Supplies Repairs Custodial Discretionary / Materials and Supplies Other Plant Maintenance DC / Materials and Supplies Repairs Plant Maintenance DC / Materials and Supplies Repairs

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### PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L22Z0055	LOMA VISTA NURSERY	500.00	500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
L22Z0056	LOWES HIW INC	20,000.00	20,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
L22Z0057	LOWES HIW INC	3,000.00	3,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
L22Z0058	MCFADDEN DALE INDUSTRIAL HARDW	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
L22Z0059	MCM ELECTRONICS	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
L22Z0060	MERCURY DISPOSAL SYSTEMS INC	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
L22Z0061	MONTGOMERY HARDWARE COMPANY	30,000.00	30,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
L22Z0062	VERIZON WIRELESS	3,600.00	3,600.00	0153353819 5900	Plant Maintenance DC / Communications
L22Z0063	VERIZON WIRELESS	1,000.00	1,000.00	0153353819 5900	Plant Maintenance DC / Communications
	Fund 01 Total: Fund 12 Total: Fund 14 Total: Fund 25 Total: Fund 40 Total: Fund 68 Total: Fund 81 Total:	4,385,586.76 43,318.25 255,164.80 68,358.48 34,344.77 47,000.00 56,900.06			
	Total Amount of Purchase Orders:	4,890,673.12			

### PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BOARD OF TRUSTEES MEETING 07/25/2017

#### FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO <u>Total</u>	CHANGE ACCOUNT <u>AMOUNT NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L22M0004	BOB PETERS FIRE PROTECTION INC	180.00	+180.00 0130419279 4350	LCFF Base Admin Maple / Materials and Supplies Office
L22R0031	FRONT ROW EDUCATION INC	8,640.00	+8,640.00 0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
	Fund 01 Total Total Amount of Change Orders:		8,820.00 8,820.00	

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

		<b>BOARD OF TRUSTEES</b>		07/25/2017	FROM07/01/2017 TO 07/06/2017
PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L22D0007	EDGEWOOD PRESS INC	510.09	510.09	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
L22X0115	DAHL, KATIE M	2.16	2.16	0131655109 5805	Visual Performing Arts Instruc / Consultants
P22ER057	AAA ELECTRIC MOTORS	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER058	AIR GAS DIRECT IND	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER059	ATOMIC CLOCKS ONLINE	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER060	B AND M LAWN GARDEN	4,500.00	4,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22ER061	BENNER METALS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER062	CAL LIFT INC	500.00	500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22ER063	CARSON LANDSCAPE SUPPLY	4,000.00	4,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22ER064	CASE PARTS	1,500.00	1,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22ER065	FULLERTON, CITY OF	1,000.00	1,000.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
P22ER066	<b>DECKER EQUIPMENT/SCHOOL FIX</b>	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER067	EWING IRRIGATION PRODUCTS		10,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
User ID: D	LHJO	Pag	ge No.: 1		Current Date: 07/14/2017

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

	i okemise of	BOARD OF TRUST		07/25/2017	FROM07/01/2017 TO 07/06/2017
PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
		10,000.00			
P22ER068	EXCELSIOR ELEVATOR CORP	12,000.00	12,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22ER069	EXPRESS PIPE AND SUPPLY	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER070	FERGUSON ENTERPRISES INC	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER071	FRY'S ELECTRONICS	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER072	GANAHL LUMBER	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER073	GEARY PACIFIC SUPPLY	7,000.00	7,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER074	GLASBY MAINTENANCE SUPPLY	5,000.00	5,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
P22ER075	GRAYBAR ELECTRIC COMPANY	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER076	HAJOCA CORPORATION	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER077	HOME DEPOT, THE	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER078	HOWARD INDUSTRIES INC	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER079	IMPERIAL BUILDING MATERIALS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

# **FULLERTON ELEMENTARY**

# PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

		D OF TRUST		07/25/2017	FROM07/01/2017 TO 07/06/2017
PO <u>NUMBER</u>	VENDOR	PO <u>Total</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
P22ER080	LAIRD PLASTICS	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER081	LENNOX INDUSTRIES INC	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER082	LOMA VISTA NURSERY	500.00	500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22ER083	LOWES HIW INC	20,000.00	20,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER084	LOWES HIW INC	3,000.00	3,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
P22ER085	MCFADDEN DALE INDUSTRIAL	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER086	MCM ELECTRONICS	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22ER087	MERCURY DISPOSAL SYSTEMS INC	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22ER088	MONTGOMERY HARDWARE	30,000.00	30,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
		161,512.25 161,512.25			

# Addendum to:

Purchase Order Detail Report Board of Trustees Meeting 07/25/2017

The Cancelled Purchase Order report contains thirty-two purchase orders having an erroneous purchase order number. These purchase orders were never issued. Correctly numbered purchase orders can be seen on the Purchase Order Detail Report for the 07/01/2017 to 07/06/2017 reporting period as L22Z0xxx for these vendors.

Debbie Hjorth, Buyer Purchasing Services

BOARD AGENDA ITEM #1d

DATE:	July 25, 2017
то:	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 190867 THROUGH 190878 FOR THE 2016/2017 SCHOOL YEAR AND 200000 THROUGH 200068 FOR THE 2017/2018 SCHOOL YEAR
Background:	Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated June 2, 2017 through July 6, 2017 contains purchase orders numbered 190867 through 190878 for the 2016/2017 school year and purchase orders numbered 200000 through 200068 for the 2017/2018 school year totaling \$2,031,258.64. Purchase order number 190872 was voided.
	Board action is required per Board Policy 3000(b), Roles of Board of Trustees.
<u>Rationale:</u>	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:	Nutrition Services Fund
Recommendation:	Approve/Ratify Nutrition Services purchase orders numbered 190867 through 190878 for the 2016/2017 school year and purchase orders numbered 200000 through 200068 for the 2017/2018 school year.
RC:MB:tg Attachment	

# BOARD AGENDA ITEM #1e

# CONSENT ITEM

DATE:	July 25, 2017						
то:	Robert Pletka, Ed.D., District Superintendent						
FROM:	Robert R. Coghlan, Ph.D., Assistant Superin	tendent, Business Services					
PREPARED BY:	Melissa Greenwood, Director, Business Ser	vices					
SUBJECT:	APPROVE/RATIFY WARRANTS NUMBERED 110714 THROUGH 111296 FOR THE 2016/2017 SCHOOL YEAR						
Background:	Board approval is requested for warrants numbered 110714 through 111296 for the 2016/2017 school year totaling \$4,114,464.78. Warrants are issued by school districts as payment for goods and services.						
	Fund01General Fund12Child Development14Deferred Maintenance25Capital Facilities40Special Reserve68Workers' Compensation81Property/Liability InsuranceTotal	Amount 3,253,511.60 29,941.31 326,355.40 84,595.77 385,406.37 31,120.40 3,533.93 \$4,114,464.78					
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 110714 through 111296 for the 2016/2017 school year.						

RC:MG:gs

BOARD AGENDA ITEM #1f

# CONSENT ITEM

DATE:	July 25, 2017
то:	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 12110 THROUGH 12203 FOR THE 2016/2017 SCHOOL YEAR
Background:	Board approval is requested for Nutrition Services warrants numbered 12110 through 12203 for the 2016/2017 school year. The total amount presented for approval is \$609,094.28.
	Board action is required per Board Policy 3000(b), Roles of Board of Trustees.
Rationale:	Warrants are issued by school districts as payment for goods and services.
Funding:	Nutrition Services Fund.
Recommendation:	Approve/Ratify Nutrition Services warrants numbered 12110 through 12203 for the 2016/2017 school year.

RC:MB:tg

BOARD AGENDA ITEM #1g

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Chanjira Luu, Director, Classified Personnel Services
SUBJECT:	APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT
Background:	The Classified Personnel Report reflects changes in employee status and will be presented to the Personnel Commission at its regular meeting on July 17, 2017.
Rationale:	This report is submitted to the Board of Trustees for approval on a monthly basis.
Funding:	Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.
Recommendation:	Approve/Ratify Classified Personnel Report.
CL:yd Attachment	

## FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION:7/17/17 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/25/2017

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
			Amend paperwork to reflect					\$18.00
Stipe	Cathrine M.	Mental Health Therapist Intern	correct hours	8/14/17	21	24.00/wk	212	/hr
			Employ Extended School Year					
Merida	Jacqueline Y.	Instr. Asst./Special Education II B		6/5/17	22	4.00	123	B14/1
			Extra summer work NTE 112					
Danforth	James	Instr. Asst./Regular/sub	hours through 7/7/17	5/26/17	18	112.00	94	B11/1
			Extra summer work NTE 155					
Garcia	Abraham	Social Service Assistant	hours through 7/28/17	7/10/17	55	155.00	212	B17/3
			Extra summer work NTE 155					
Lopez-Gonzalez	Laura	CELDT Assessment Assistant	hours through 7/28/17	7/10/17	55	155.00	212	B20/6
			Extra summer work NTE 155					
Mata	Alma D.	Social Service Assistant	hours through 7/28/17	7/10/17	55	155.00	212	B17/1
			Extra summer work NTE 25 hours					
Lee-Chong	Shawn	Instr. Asst.BBK	through 8/11/17	7/17/17	51	25.00	510	B14/6
			Extra summer work NTE 25					
Oaks	Linda L.	Instr. Asst./Technology	through 6/15/17	6/2/17	22	25.00	212	B21/4
			Extra summer work NTE 280					
Contreras	Sandra	School Office Manager	hours through 7/26/17	6/1/17	59	280.00	409	B25/6
			Extra summer work NTE 280					
Lara	Edelicia	Clerical Assistant II/BB	hours through 7/26/17	6/1/17	59	280.00	409	B20/3
			Extra summer work NTE 40					
Cashin	Kristina R.	Clerical Assistant II	hours/week through 7/26/17	6/12/17	56	8.00	565	B19/6
			Extra summer work NTE 40					
Vega	Angela M.	School Office Manager	hours/week through 7/26/17	6/7/17	51	40.00	521	B25/6
			Extra summer work NTE 8 hours					
Hernandez	Silvia M.	Bus Driver	through 6/12/17	6/12/17	56	8.00	565/532	B21/6
			Extra summer work NTE 8 hours					
Urenda	Robert	Bus Driver	through 6/14/17	6/14/17	56	8.00	532	B21/6
			Extra summer work NTE 8 hours					
Lopez	Noemi M.	Bus Driver	through 6/15/17	6/15/17	56	8.00	532	B21/6
			Extra summer work NTE 8 hours					
Ruiz	Sandra	Bus Driver	through 6/5/17	6/5/17	56	8.00	565/532	B21/6
			Extra summer work NTE 8 hours					
Lopez-Gonzalez	Laura	CELDT Assessment Assistant	through 6/7/17	6/7/17	55	8.00	507	B20/6
			FMLA/CFRA leave from 7/17/17					
Saucedo	Sergio	Computer Technician II	through 8/11/17	7/17/17	59	8.00	409	B32/6

### FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION:7/17/17 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/25/2017

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Barron	Karen	Instr. Asst./Regular	Hire probationary status	8/14/17	27	15.00/wk	100	B11/1
Cook	Noah M.	Instr. Asst./Recreation	Hire probationary status	8/14/17	60	19.75/wk	329	B11/1
Cortez	Stephanie G.	Instr. Asst./Recreation	Hire probationary status	8/14/17	60	19.75/wk	329	B11/1
Cothron	Krystal M.	Instr. Asst./Regular	Hire probationary status	8/14/17	27	15.00/wk	302	B11/1
Garcia Favela	Victor R.	Instr. Asst./Recreation	Hire probationary status	8/14/17	28	18.75/wk	100	B11/1
Guzman	Carla C.	Instr. Asst./Regular	Hire probationary status	8/14/17	27	15.00/wk	100	B11/1
Lane	Aeja	Instr. Asst./Regular	Hire probationary status	8/14/17	16	15.00/wk	100	B11/1
Larios	Lucero	Payroll Technician I	Hire probationary status	7/17/17	50	8.00	530	B20/1
Morales								
Rodriguez	Keila J.	Instr. Asst./Recreation	Hire probationary status	8/14/17	60	19.75/wk	329	B11/1
Nahrwold	Riley M.	Instr. Asst./Recreation	Hire probationary status	8/14/17	11	19.75/wk	100/302	B11/1
Nguyen	Long V.	Instr. Asst./Recreation	Hire probationary status	8/14/17	60	19.75/wk	329	B11/1
Guzman	Tania V.	Instr. Asst./Regular/sub	Hire substitute status	8/14/17	99		100	B11/1
Guzman	Tania V.	Instr. Asst./Regular/sub	Hire substitute status	8/14/17	99		100	B11/1
Juarez	Elizabeth	Playground Supervisor/sub	Hire substitute status	8/14/17	99		100	B11/1
Matsushita	Taylor C.	Playground Supervisor/sub	Hire substitute status	8/14/17	99		100	B11/1
Velasco	Mark A.	Instr. Asst./Recreation/sub	Hire substitute status	8/14/17	99		100	B11/1
Hebert	Sheila C.	Clerical Assistant II/BB	Increase of hours from 3.75 to 8.0/day and Transfer from Woodcrest	6/19/17	57	8.00	526/409	B20/6
Williamson	Sherrie A.	Instr. Asst./Technology	Increase of hours from 20.00/wk to 40.00/wk	8/10/17	59		409	
Ricchio Alvarado Reyes	Samuel L. Daisy G.	Assistant Director, Information Technology Secretary	Longevity increase to 6% Resignation	7/1/17 6/30/17	59 56	8.00 8.00	409 565	M19/3 B21/3
Hampson	Jennifer S.	Instr. Asst./Special Education II B	, , , , , , , , , , , , , , , , , , ,	6/30/17	12	5.50	125	
Kim	Elisha H.	Instr. Asst./Regular	Resignation	5/25/17	22	15.00/wk	383	
Quezada	Erin C.	Health Assistant	Resignation	6/1/17	23	18.75/wk	402	B17/3
Burns	Michael G.	Director of Nutrition Services	Salary Realignment from M18/3 to M21/3 (approved by Personnel Commission on 2/27/17)	7/1/17	90	8.00	606	-
Struble	David G.	Stock Clerk/Transporter	Service Retirement	6/21/17	50	8.00	531	
Vasquez	Debra J.	Transportation Manager	Service Retirement	7/1/17	56	8.00	565	M15/3
Ferone	Neil	Assistant Director, Maintenance and Operations	Step increase	7/1/17	53	8.00	533/547/ 542	

### FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION:7/17/17 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 7/25/2017

							_	_
Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Gonzalez	Maria T.	Senior Secretary	Step increase	7/1/17	90	8.00	606	B24/6
	Pedro							
Ibarra	Damian	Accounting Supervisor	Step increase	7/1/17	50	8.00	530	M15/2
Medina	Ana	Custodian I	Step increase	7/1/17	53	8.00	542	B17/6
			Termination (Board approved					
Employee	ID 3863	Bus Driver	6/20/17)	6/21/17	56	30.00/wk	565	B21/6
			Transfer from ASP Pacific Drive to					
Sanchez	Alexis	Instr. Asst./Recreation	ASP Richman	8/14/17	60	19.50/wk	329	B11/4
			Transfer from Raymond to					
Anahuac	Citlalli	Clerical Assistant II/BB	Beechwood	7/27/17	11	8.00	403	B20/4

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.

Chairperson

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.

Clerk/Secretary

ASP = After School Program BB = Bilingual Biliterate CFRA = California Family Rights Act FMLA = Family Medical Leave Act NTE = Not to Exceed

BOARD AGENDA ITEM #1h

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Chad Hammitt Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY:	Chanjira Luu, Director, Classified Personnel Services
SUBJECT:	APPROVE CLASSIFIED TUITION REIMBURSEMENT
Background:	Costs incurred by classified employees due to class or workshop attendance are reimbursed pursuant to contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.
	Kristina Cashin – Class taken at Fullerton College CIS 100F – Introduction to Personal Computers Total amount payable \$366.63
Rationale:	The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Acceptable proof of incurred costs and program completion are also required and verified by Classified Personnel.
Funding:	Employee reimbursements are funded from the District's Classified Employees' Tuition Reimbursement (Unrestricted General Fund) for the 2017/2018 fiscal year. \$5,000 is a contract language mandate and is budgeted annually for such expenses.
Recommendation:	Approve Classified tuition reimbursement.
CH:CL:yd	

BOARD AGENDA ITEM #1i

### CONSENT ITEM

DATE: July 25, 2017

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 16/17-B042 THROUGH 16/17-B044 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.
- <u>Rationale:</u> Updates to budgets allow District staff to perform day-to-day business operations.
- Funding: Not applicable.
- <u>Recommendation:</u> Adopt Resolutions numbered 16/17-B042 through 16/17-B044 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 <u>RESOLUTION FOR BUDGET ADJUSTMENT</u> District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$38,443 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 UNRESTRICTED

Budget Acct. #	Income Source		Amount
8699	All Other Local Revenue		\$38,443
		Total:	\$38,443

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:

Budget Acct. #	Expenditure Source		Amount
1000	Certificated Salaries		-\$106,684
2000	Classified Salaries		163,741
3000	Employee Benefits		11,170
4000	Books and Supplies		26,925
5000	Services & Other Operating Expenses		-21,749
6000	Capital Outlay		10,027
9789	Designated for Economic Uncertainties		-44,987
		Total:	\$38,443

Explanation: This Resolution reflects an increase to revenue and expenditures for ASB reimbursements. It also includes an allocation to school sites for recovered absences through the Saturday School Opportunity Recovery (SSOAR) program and adjustments to projected expenditures in the unrestricted General Fund.

Approved:

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

Date:

Ву: \_\_\_\_\_

# FULLERTON SCHOOL DISTRICT Orange County, California <u>RESOLUTION FOR BUDGET ADJUSTMENT</u> District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$361,995 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

Budget Acct. #	Income Source		Amount
8290	All Other Federal Revenue		-\$117
8699	All Other Local Revenue		362,112
		Total:	\$361,995

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:

Budget Acct. #	Expenditure Source		Amount
1000	Certificated Salaries	-	-\$34,523
2000	Classified Salaries		242,300
3000	Employee Benefits		-11,847
4000	Books and Supplies		262,880
5000	Services & Other Operating Expenses		139,290
7000	Other Outgo		-236,105
		Total:	\$361,995

Explanation: This Resolution reflects an increase in revenue and expenditures for donations from 21<sup>st</sup> Century, Schools First Federal Credit Union, Fullerton Education Foundation, All the Arts, PTAs, ASBs, foundations, and various school sites. It also includes a slight decrease to the Title II Teacher Quality 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:	_	Ву:

# FULLERTON SCHOOL DISTRICT Orange County, California <u>RESOLUTION FOR BUDGET ADJUSTMENT</u> District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$215,384 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**

Budget Acct. #	Income Source		Amount
8673	Children's Centers Fees	-	\$215,384
		Total:	\$215,384

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:

Budget Acct. #	Expenditure Source		Amount
1000	Certificated Salaries		\$3,790
2000	Classified Salaries		71,815
3000	Employee Benefits		34,163
4000	Books and Supplies		94,448
5000	Services & Other Operating Expenses		11,168
		Total:	\$215,384

Explanation: This Resolution reflects an increase to revenue and expenditures for the Fee Based Child Care program and adjustments to projected expenditures in the Child Development Fund.

Approved:

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

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

Ву: \_\_\_\_\_

FULLERTON SCHOOL DISTRICT District 40—CFD No. 2000-1 (Van Daele) BOARD AGENDA ITEM #1j

DATE:	July 25, 2017	
то:	Robert Pletka, Ed.D., District Superintendent	
FROM:	Robert R. Coghlan, Ph.D., Assistant Supe	rintendent, Business Services
PREPARED BY:	Melissa Greenwood, Director, Business S	ervices
SUBJECT:	APPROVE/RATIFY WARRANT NUMBER 1111 FOR THE 2016/2017 SCHOOL YEAR (DISTRICT 40, VAN DAELE)	
Background:	Board approval is requested for warrant number 1111 for the 2016/2017 school year. The total amount presented for approval is \$803.84.	
	Board action is required per Board Policy 30	00(b), <u>Roles of Board of Trustees.</u>
	01 General Fund Total	<u>\$803.84</u> \$803.84
Rationale:	Warrants are issued by school districts as pa	ayment for goods and services.
Funding:	Funding is taken from District 40, General Fund.	
Recommendation:	Approve/Ratify warrant number 1111 for the Van Daele).	2016/2017 school year (District 40,
RC:MG:gs		

FULLERTON SCHOOL DISTRICT District 48—CFD No. 2001-1 (Amerige Heights) BOARD AGENDA ITEM #1k

DATE:	July 25, 2017	
то:	Robert Pletka, Ed.D., District Superintendent	
FROM:	Robert R. Coghlan, Ph.	D., Assistant Superintendent, Business Services
PREPARED BY:	Melissa Greenwood, Di	rector, Business Services
SUBJECT:	APPROVE/RATIFY WARRANT NUMBER 1182 FOR THE 2016/2017 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)	
Background:	Board approval is requested for warrant number 1182 for the 2016/2017 school year. The total amount presented for approval is \$123,061.52.	
	Board action is required	per Board Policy 3000(b), <u>Roles of Board of Trustees.</u>
	01 General Fund Total	<u>\$123,061.52</u> \$123,061.52
Rationale:	Warrants are issued by school districts as payment for goods and services.	
Funding:	Funding is taken from District 48, General Fund.	
Recommendation:	Approve/Ratify warrant r Amerige Heights).	umber 1182 for the 2016/2017 school year (District 48,
RC:MG:gs		

### BOARD AGENDA ITEM #11

### **CONSENT ITEM**

DATE: July 25, 2017

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

- FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
- PREPARED BY: CP Palazuelos, Interim Manager, Transportation Services

SUBJECT: APPROVE CONTRACT WITH FAST DEER BUS CHARTER, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE JULY 26, 2017 THROUGH JUNE 30, 2018

<u>Background:</u> 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 July 26, 2017 through June 30, 2018, with Fast Deer Bus Charter, Inc., to provide field trip transportation on an as-needed basis.

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

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.

### <u>Funding:</u> Funding is from the General Fund and School Site Funds, not to exceed \$5,000.

Recommendation: Approve contract with Fast Deer Bus Charter, Inc., to provide transportation for field trips, effective July 26, 2017 through June 30, 2018.

RC:CP:kc Attachment

# TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 26<sup>th</sup> day of July 2017 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 July 26<sup>th</sup>, 2017 and continue through June 30, 2018, unless terminated earlier by either party.

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 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. 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 buses.
- 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.

Fast Deer Bus Charter, Inc 7/25/2017 Page 3 of 6

- 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. <u>Assignment</u>. 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. <u>Compliance With Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment With Public Agency</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non Waiver</u>. 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. <u>Notice</u>. 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.

Fast Deer Bus Charter, Inc 7/25/2017 Page 4 of 6

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

- 23. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. 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. <u>Governing Law</u>. 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. <u>Exhibits</u>. 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.

Fast Deer Bus Charter, Inc 7/25/2017 Page 5 of 6

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: \_\_\_\_\_

Fast Deer Bus Charter, Inc 7/25/2017 Page 6 of 6



July 7, 2017

Daisy Alvarado Transportation Department Fullerton School District 714.447.7445

#### Re: QUOTE – TRANSPORTATION QUOTE – 2017-2018

Dear Daisy

Thank you for the opportunity to submit this quote for transportation services for your group. Per your request, I put together the following rates for you:

Motor Coach Size	5 Hour Minimum	Overtime (per Hour past 5 Hours)
24 Passengers	\$550.00	\$115.00
27 / 30 Passengers	\$575.00	\$120.00
38 / 40 Passengers	\$600.00	\$125.00
47 / 50 Passengers	\$625.00	\$130.00
56 / 58 Passengers	\$650.00	\$130.00

\* Fuel Surcharge waived - should scale reach \$3.50 / gallon fuel will be based on rate of 5.00%

Each luxury motor coach features reclining seats, air-conditioning, restroom 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 Charters, Inc. the opportunity to submit a quote for your transportation needs. If I can be of further assistance to you, please do not hesitate to contact me at (323)201-8988 or carmina@fastdeer.us.

Very truly yours,

# Carmina Delacruz



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,

### BOARD AGENDA ITEM #1m

### **CONSENT ITEM**

DATE: July 25, 2017

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

- FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
- PREPARED BY: Bill Prescott, Assistant Director, Facilities
- SUBJECT: APPROVE CONTRACT WITH TRANSPORTATION CHARTER SERVICES TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE JULY 25, 2017 THROUGH JUNE 30, 2018
- 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 to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective July 25, 2017 through June 30, 2018, with Transportation Charters Services to provide field trip transportation on an as-needed basis.

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

Transportation Charter Services 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.
- <u>Funding:</u> Funding is from the General Fund and School Site Funds, not to exceed \$20,000.
- <u>Recommendation:</u> Approve contract with Transportation Charter Services to provide transportation for field trips, effective July 25, 2017 through June 30, 2018.

RC:BP:da

# TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 25<sup>th</sup> day of July 2017 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 July 25, 2017, and continue through June 30, 2018, 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 general 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. <u>Assignment</u>. 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. <u>Compliance With Applicable Laws</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment With Public Agency</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non Waiver</u>. 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. <u>Notice</u>. 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: Susan Hume CONTRACTOR: Transportation Charter Services 1931 N. Batavia St. Orange, CA 92865 Attn: Kathryn Mayer

- 23. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. 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. <u>Governing Law</u>. 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. <u>Exhibits</u>. 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 SERVICES, INC. TRANSPORTATION CHARTER

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

Name: Robert R. Coghlan, Ph.D.

Name: Kathryn Mayer

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

714-637-4300 714-637-4377 (FAX)

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

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

### Attachment A



# Fullerton School District – 2017/2018 School Year

#### Economy School Buses

	50/62 or 54/79 Pax
5 Hour Minimum	\$465
Each Additional Hour	\$75
Full Day Service (12 hours)	\$990
Live Mileage	\$3.85
Dead Mileage	\$3.35
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	47/48/54/56 Pax
5 Hour Minimum	\$525	\$575	\$660
Each Additional Hour	\$85	\$95	\$115
Full Day Service (12 hours)	\$1120	\$1240	\$1465
Live Mileage	\$4.30	\$4.60	\$4.90
Dead Mileage	\$3.80	\$4.10	\$4.30
ldyllwild – Roundtrip	\$1520	\$1698	\$2195
Big Bear – Roundtrip	\$1550	\$1685	n/a
Angeles Crest – Roundtrip	\$1500	\$1685	\$2195
Running Springs – Roundtrip	\$1500	\$1658	n/a
Lake Arrowhead - Roundtrip	\$1500	\$1658	n/a
Barton Flats - Roundtrip	\$1425	\$1596	\$2110
Forest Home – Roundtrip	\$1400	\$1545	\$2110
Additional Hour – Meal Stops	\$85	\$95	\$115

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

BOARD AGENDA ITEM #1n

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY:	Robert Macauley, Director, Maintenance, Operations, Transportation, and Facility Services
SUBJECT:	APPROVE CHANGE ORDER #1 FOR PARKS JUNIOR HIGH SCHOOL, INTERIM HOUSING DECOMMISSIONING, FSD 16-17-RD-02, TO DBMC, INC.
Background:	On April 25, 2017, the Board of Trustees approved the award of a contract for Parks Junior High School, Interim Housing Decommissioning, FSD-16-17-RD-02, to DBMC, Inc.
Rationale:	The original contract scope of work has been increased by the following changes:
	<u>Change Order #1</u> Addition for the removal of "glue down" carpet in all rented relocatable units: \$12,960
Funding:	This project is funded from the Deferred Maintenance Fund. The new total of this contract is \$594,480.
Recommendation:	Approve Change Order #1 for Parks Junior High School, Interim Housing Decommissioning, FSD-16-17-RD-02, To DBMC, Inc.
RC:RM:ys	

# BOARD AGENDA ITEM #10

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY:	Robert Macauley, Director, Maintenance, Operations, Transportation, and Facility Services
SUBJECT:	APPROVE NOTICE OF COMPLETION FOR PROGRESSIVE SURFACE SOLUTIONS FOR DISTRICTWIDE UNIT COST CONTRACT FOR CARPETING UPGRADES, REPLACEMENT AND REPAIRS FOR LADERA VISTA JUNIOR HIGH SCHOOL
Background:	On May 10, 2016, the Board of Trustees approved the award of a contract for Progressive Surface Solutions for a Districtwide Unit Cost Contract for carpeting upgrades, replacement, repairs, synthetic grass, sports floors, interlocking tiles and various geo tiles for Fullerton School District. This project is now substantially complete.
Rationale:	As this project is now determined to be substantially complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.
Funding:	The completed contract amount is \$67,643.33 from the Capital Facilities Fund.
Recommendation:	Approve Notice of Completion for Progressive Surface Solutions for Districtwide Unit Cost Contract for carpeting upgrades, replacement, and repairs for Ladera Vista Junior High School.
RC:RM: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 6103

### TITLE OF DOCUMENT:

# THIS SPACE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the <u>Fullerton (Elementary) School</u> District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: <u>Ladera</u> <u>Vista Junior High School, 1700 E. Wilshire Avenue, Fullerton, CA 92831</u>, the contract for the doing of which was heretofore entered into on the <u>10<sup>th</sup></u> day of <u>May</u>, <u>2016</u>, which contract was made with <u>Progressive Surfacing</u>, of <u>Tustin, CA</u>, as contractor; that the work on said improvements was actually completed and accepted on the <u>25<sup>th</sup></u> day of July <u>2017</u>, that title to said property vests in the <u>Fullerton (Elementary) School</u> District of Orange County; that the surety for the above-named contractor is the <u>North American Specialty Insurance Company</u>; that the property hereinafter referred to and on which said improvements were made is described as follows: <u>Districtwide Unit Cost Contract for Carpeting Upgrades</u>, <u>Replacement and Repairs at Ladera Vista Jr. High School</u>.

# 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 <u>ORANGE</u>

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of, \_\_\_\_\_ 2017, by Janny Meyer, proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the <u>Fullerton School District</u> 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

FULLERTON SCHOOL DISTRICT District 40—CFD No. 2000-1 (Van Daele) BOARD AGENDA ITEM #1p

### CONSENT ITEM

DATE: July 25, 2017

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 ORDER NUMBERED L40X0001 FOR THE 2017/2018 FISCAL YEAR FOR DISTRICT 40 (VAN DAELE)

<u>Background:</u> 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.

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

<u>Rationale:</u> 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.

<u>Recommendation:</u> Approve/Ratify purchase order numbered L40X0001 for the 2017/2018 fiscal year for District 40 (Van Daele).

RC:MG:gs Attachment

# Full Elem CFD2000-01 PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L40X0001	COOPERATIVE STRATEGIES LLC	12,000.00	12,000.00	0168750851 5805	Van Daele Facilities / Consultants
	Fund 01 Total:	12,000.00			
	<b>Total Amount of Purchase Orders:</b>	12,000.00			

FULLERTON SCHOOL DISTRICT District 48—CFD No. 2001-1 (Amerige Heights) BOARD AGENDA ITEM #1q

### CONSENT ITEM

DATE: July 25, 2017

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 L48R0001 AND L48X0001 FOR THE 2017/2018 FISCAL YEAR FOR DISTRICT 48 (AMERIGE HEIGHTS)

<u>Background:</u> 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			
L:	Leases and Rents	X:	Open-Regular			
M:	Maintenance & Operations	Y:	Open-Transportation			
R:	Regular	Z:	Open-Maintenance & Operations			

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

<u>Funding:</u> Funding sources are reflected in the attached listing.

<u>Recommendation:</u> Approve/Ratify purchase orders numbered L48R0001 and L48X0001 for the 2017/2018 fiscal year for District 48 (Amerige Heights).

RC:MG:gs Attachment

# Full Elem CFD2001-01 PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 07/25/2017

FROM 07/01/2017 TO 07/06/2017

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
L48R0001	US BANK	7,000.00	7,000.00	0168150851 5800	Amerige Heights Facilities / Other Contracted Services
L48X0001	<b>COOPERATIVE STRATEGIES LLC</b>	16,000.00	16,000.00	0168150851 5805	Amerige Heights Facilities / Consultants
	Fund 01 Total:	23,000.00			
	Total Amount of Purchase Orders:	23,000.00			

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BOARD AGENDA ITEM #1r

#### CONSENT ITEM

DATE:	July 25, 2017	
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TO: Robert Pletka, Ed.D., District Superintendent

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

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: APPROVE ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND SECURE TRANSPORTATION, FOR CONTRACT COST ADJUSTMENT FOR THE 2016/2017 SCHOOL YEAR

- Background: Board approval was granted on June 21, 2016 for the agreement with Secure Transportation. Addendum is requested for contract cost adustment due to increase in number of students and services provided, therefore increasing the "not to exceed" amount.
- <u>Rationale</u>: Specific services are often not available within the District or Nonpublic Agency and, as such, these providers are used on a limited basis.
- <u>Funding</u>: Total cost of this contract is to be in the amount of the Individual Contractor Agreement and is to be paid from the Special Education General Fund.
- <u>Recommendation</u>: Approve Addendum between Fullerton School District and Secure Transportation, for contract cost adjustment for the 2016/2017 school year.

EF:RG:vm Attachment

#### ADDENDUM

#### INDEPENDENT CONTRACTOR AGEEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND SECURE TRANSPORTATION

This addendum is being submitted for contract cost adjustment due to increase in number of students and services provided, therefore increasing the "not to exceed" amount. Board item originally submitted and Board approved on June 21, 2016 (Item #1p).

Original "not to exceed" amount:	\$30,000
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New "not to exceed" amount: \$50,281

Robert Pletka, Superintendent Fullerton School District

SECURE TRANSPORTATION

Vendor Name

July 25, 2017

Date

Date

Prepared by: \_\_\_\_\_

Robin Gilligan

BOARD AGENDA ITEM #1s

#### CONSENT ITEM

- DATE: July 25, 2017
- TO: Robert Pletka, Ed.D., District Superintendent
- FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
- PREPARED BY: Robin Gilligan, Director, Student Support Services
- SUBJECT: APPROVE 2017/2018 INDEPENDENT CONTRACTOR AGREEMENTS WITH ABBY ROZENBERG, M.S. CCC-SLP, ALLIED INTERPRETING SERVICE, INC., CHILD SHUTTLE, DAYLE MCINTOSH CENTER, AND GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC)

Background: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs and are usually a result of Due Process cases.

The rates for these Independent Contractors are as follows:

Abby Rozenberg, M.S. CCC-SLP: In-Clinic individual speech language therapy Out-of-Clinic individual speech language therapy Independent Educational Evaluation (IEE) IEP participation Total cost of contract not to exceed \$5,000	\$ 135/hour \$ 150/hour \$1,800/each \$ 135/hour
Allied Interpreting Service, Inc.: Spanish Interpreters Other Languages Total cost of contract not to exceed \$15,000	\$ 295-\$325/half day \$ 325-\$495/half day
Child Shuttle: First Five (5) Miles Each Additional Mile Total cost of contract not to exceed \$5,000	\$ 25/each \$ 1/mile
Dayle McIntosh Center: During Regular Hours Before 7:00am or after 7:00pm Less Than Three Days Notice Requests of Legal Nature Services to Deaf/Blind Individuals Less Than 24-Hours Notice Total cost of contract not to exceed \$5,000	<ul> <li>\$ 64/hour</li> <li>\$ 85/hour</li> <li>\$ 85/hour</li> <li>\$ 85/hour</li> <li>\$ 85/hour</li> <li>\$ 120/hour</li> </ul>
Goodwill Industries of Orange County (ATEC): Assessments (nine hours minimum) Trial Period, Programming, Preparation & Training IEP, Telephone Conference, Consulation Services	\$ 105/hour \$ 105/hour \$ 105/hour

	Travel Time (round trip within catchment area only) Mileage Professional Development Training Total cost of contract not to exceed \$5,000	<ul><li>\$ 25/hour</li><li>Current IRS Rate</li><li>\$ 105/hour</li></ul>
	A copy of each contract is available in the Superintendent's	Office for review.
Rationale:	Specific services are often not available within the District or and, as such, these providers are used on a limited basis.	<sup>-</sup> Nonpublic Agency
Funding:	Total cost of these contracts is to be in the amount of the Ind Agreements and is to be paid from the Special Education G	
Recommendation:	Approve 2017/2018 Independent Contractor Agreement with M.S. CCC-SLP, Allied Interpreting Service, Inc., Child Shuttl Center, and Goodwill Industries of Orange County (ATEC).	,
EF:RG:vm		

BOARD AGENDA ITEM #1t

#### CONSENT ITEM

DATE: July 25, 2017

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

- FROM: Emy Flores, Ed. D., Assistant Superintendent, Educational Services
- PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT:APPROVE INDEPENDENT CONTRACTOR AGREEMENTS WITH BOYS &<br/>GIRLS CLUB OF FULLERTON AND CITY OF FULLERTON FOR SERVICES<br/>PROVIDED IN SUPPORT OF PROPOSITION 49 GRANT-FUNDED AFTER<br/>SCHOOL EDUCATION AND SAFETY PROGRAM FOR THE 2017/2018<br/>SCHOOL YEAR FROM AUGUST 14, 2017 THROUGH JUNE 1, 2018

Background: The contract agreements are for the 2017/2018 school year from August 14, 2017 through June 1, 2018 contingent upon annual renewal by the California Department of Education After School Program.

Community-Based Organization	Schools	Students	Funding Amount
Boys & Girls Club of Fullerton	Commonwealth	84	\$ 98,280
	Valencia Park	40	\$ 46,800
City of Fullerton	Maple	84	\$ 98,280
-	Orangethorpe	151	\$176,670

- Rationale: The Proposition 49 Grant-Funded After School Program has been a collaboration between the Fullerton School District and these community-based organizations to serve 1,307 students daily since the inception of the program.
- <u>Funding:</u> Payment solely from Proposition 49 Grant-Funded After School Education and Safety Program and is not to exceed \$145,080.
- <u>Recommendation:</u> Approve Independent Contractor Agreements with Boys & Girls Club of Fullerton and City of Fullerton for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for the 2017/2018 school year from August 14, 2017 through June 1, 2018.

EF:MC:In Attachments

# 2017/2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Boys & Girls Club of Fullerton** 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 an after school program that is in compliance with the After School Education and Safety grant hereinafter referred to as "Services." A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program (180 days) with a minimum of one hour devoted solely for homework/academic support and two hours of enrichment activities. The funding amount reflects a maximum of 84 participants at Commonwealth School and 40 participants at Valencia Park School. The maximum adult/student ratio is not to exceed 1/20. Provisions will be made by Boys & Girls Club of Fullerton to accommodate staff out on sick leave and/or vacation. In addition, funding is based on daily attendance, and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures, and attendance shall be submitted to the District each month. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. A copy of the fiscal budget shall be submitted to the District prior to August 10, 2017. This contract is contingent upon maintaining program standards and attendance. District has the right to establish the standards by which the quality of the program is assessed. Facility space shall be maintained in a clean and healthful manner.

2. <u>Term</u>. Contractor shall commence providing Services under this Agreement on August 14, 2017, and will diligently perform as required and complete performance by June 1, 2018.

3. <u>Compensation</u>. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred Forty-Five Thousand Eighty** Dollars (**\$145,080.00**) **based on maintaining 85% daily attendance (\$6.50 per student, 180 days)**. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement**.

4. <u>Expenses</u>. 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 (describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A): N/A.

5. <u>Independent Contractor</u>. 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. <u>Materials</u>. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A.

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor 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. <u>Standard for Performance of Services</u>. 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. <u>Termination</u>. 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. <u>Hold Harmless</u>. 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. <u>Insurance</u>. 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	\$1,000,000
	to the Comprehensive Form)	

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

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

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

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

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

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

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

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

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

13. <u>Compliance With Applicable Laws</u>. 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 <u>Fingerprinting</u>. 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 <u>Tuberculosis Testing</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment With Public Agency</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non-Waiver</u>. 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. <u>Notice</u>. 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:	Contractor:
Fullerton School District	Boys & Girls Club of Fullerton
1401 W. Valencia Drive	On File
Fullerton, CA 92833	ATTN: Brett Ackerman, CPO

20. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. 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. <u>Headings</u>. 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. <u>Counterparts</u>. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

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

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

This Agreement is entered into this 25th day of July 2017.

## FULLERTON SCHOOL DISTRICT

## BOYS & GIRLS CLUB OF FULLERTON

By: Robert Pletka, Ed.D. Superintendent

By:

Brett Ackerman CPO

On File

Taxpayer Identification Number

# 2017/2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **City of Fullerton** 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:

Services to be provided by Contractor. Contractor shall provide an after school 1. program that is in compliance with the After School Education and Safety grant hereinafter referred to as "Services." A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program (180 days) with a minimum of one hour devoted solely for homework/academic support and two hours of enrichment activities. The funding amount reflects a maximum of 84 participants at Maple School and 151 participants at Orangethorpe School. The maximum adult/student ratio is not to exceed 1/20. Provisions will be made by City of Fullerton to accommodate staff out on sick leave and/or vacation. In addition, funding is based on daily attendance, and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures, and attendance shall be submitted to the District each month. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. A copy of the fiscal budget shall be submitted to the District prior to August 10, 2017. This contract is contingent upon maintaining program standards and attendance. District has the right to establish the standards by which the quality of the program is assessed. Facility space shall be maintained in a clean and healthful manner.

2. <u>Term</u>. Contractor shall commence providing Services under this Agreement on August 14, 2017, and will diligently perform as required and complete performance by June 1, 2018.

3. <u>Compensation</u>. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two Hundred Seventy-Four Thousand Nine Hundred Fifty** Dollars (\$274,950.00) based on maintaining 85% daily attendance (\$6.50 per student, 180 days). District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. <u>Expenses</u>. 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 (describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A): N/A.

5. <u>Independent Contractor</u>. 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. <u>Materials</u>. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: N/A.

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor 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. <u>Standard for Performance of Services</u>. 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. <u>Termination</u>. 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. <u>Hold Harmless</u>. 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. <u>Insurance</u>. 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	\$1,000,000
	to the Comprehensive Form)	

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

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

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

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

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

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

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

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

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

13. <u>Compliance With Applicable Laws</u>. 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 <u>Fingerprinting</u>. 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 <u>Tuberculosis Testing</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment With Public Agency</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non Waiver</u>. 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. <u>Notice</u>. 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: City of Fullerton On File

20. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. 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. <u>Headings</u>. 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. <u>Counterparts</u>. 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. <u>Authorized Signatures</u>. 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. <u>Governing Law</u>. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this **25th** day of **July 2017**.

## FULLERTON SCHOOL DISTRICT

CITY OF FULLERTON

By:	
Robert Pletka, Ed.D.	
Superintendent	

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

On File

Taxpayer Identification Number

#### CONSENT ITEM

- DATE: July 25, 2017
- TO: Robert Pletka, Ed.D., District Superintendent
- FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
- PREPARED BY: Robin Gilligan, Director, Student Support Services
- SUBJECT: APPROVE 2017/2018 NONPUBLIC AGENCY MASTER CONTRACTS WITH ADVANCED CARE THERAPY GROUP, BEHAVIORAL HEALTH WORKS, INC., CORNERSTONE THERAPIES, GALLAGHER PEDIATRIC THERAPY, INVO HEALTHCARE ASSOCIATES, MY THERAPY COMPANY, PROCARE THERAPY, INC., RO HEALTH, INC., SPEECH BANANAS, STAFFREHAB, AND THERAPISTS UNLIMITED: A DIVISION OF CAREERSTAFF UNLIMITED, INC.
- Background: These nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for these nonpublic agencies are as follows:

Advanced Care Therapy Group:

Advanced Gare merupy Group.	
SLP	\$ 78-\$ 83/per 60 min
SLPA	\$ 53-\$ 57/per 60 min
OT & PT	\$ 78/per 60 min
COTA	\$ 53/per 60 min
School Psychologist	\$ 85/per 60 min
School Nurse (RN/LPN)	\$ 65/per 60 min
Behavioral Health Works, Inc.:	
Behavior Intervention – Design or Planning	\$ 75/per 60 Min
Behavior Intervention - Implementation	\$ 65/per 60 Min
Counseling and Guidance	\$ 65/per 60 Min
Language and Speech	\$110/per 60 Min
Occupational Therapy	\$110/per 60 Min
Parent Counseling and Training	\$100/per 60 Min
Psychological Services	\$100/per 60 Min
Cornerstone Therapies:	
OT/PT/SL (in school)	\$102.08/per 60 min
OT/PT/SL (in center)	\$ 86.75/per 60 min
OT/PT/SL (Consult off site)	\$120.57/per 60 min
Behavior Intervention (in school)	\$ 85.40/per 60 min
Behavior Intervention (in center)	\$ 75.35/per 60 min
Behavior Implementation (in school)	\$ 85.40/per 60 min
Behavior Implementation (in center)	\$ 75.35/per 60 min
Group Therapy	\$ 45.21/per 60 min
IEP Meeting	\$120.57/per 60 min
<u> </u>	

Evaluations (not including IEP)	<ul> <li>\$ 800/per 6 hours</li> <li>\$ 90/per each additional 60 min</li> </ul>
Travel Time	\$ 40/per 60 min
Gallagher Pediatric Therapy: Occupational Therapy Physical Therapy	<ul><li>\$ 89.40/per hour</li><li>\$ 89.40/per hour</li></ul>
Invo Healthcare Associates: Speech Language Pathologist Speech Language Pathologist Assistant Occupational Therapist Certified Occupational Therapy Assistant Physical Therapist Physical Therapist Assistant Registered Nurse	<ul> <li>\$ 78/per 60 min</li> <li>\$ 58/per 60 min</li> <li>\$ 78/per 60 min</li> <li>\$ 58/per 60 min</li> <li>\$ 75/per 60 min</li> <li>\$ 58/per 60 min</li> <li>\$ 52/per 60 min</li> </ul>
My Therapy Company: Speech Language Pathologist Speech Language Pathology Assistant Occupational Therapist Certified Occupational Therapy Assistant School Psychologist	<ul> <li>\$ 82/per 60 min</li> <li>\$ 64/per 60 min</li> <li>\$ 72.50/per 60 min</li> <li>\$ 64/per 60 min</li> <li>\$ 85/per 60 min</li> </ul>
Procare Therapy, Inc.: Occupational Therapist Certified Occupational Therapy Assistant Speech Language Pathologist Speech Language Pathology Assistant School Psychologist School Nurse (RN/LPN)	<ul> <li>\$ 75-\$ 85/per 60 min</li> <li>\$ 60-\$ 70/per 60 min</li> <li>\$ 75-\$ 85/per 60 min</li> <li>\$ 60-\$ 70/per 60 min</li> <li>\$ 70-\$ 85/per 60 min</li> <li>\$ 50-\$ 55/per 60 min</li> </ul>
Ro Health, Inc.: Licensed Vocational Nurse Registered Nurse	\$ 39.90/per 60 min \$ 52.60/per 60 min
Speech Bananas: Auditory-Verbal Therapy Auditory-Verbal Therapy IEP Attendance	\$ 150/per 60 min \$ 225/per 90 min \$ 150/per 60 min
Staffrehab: Speech Language Pathologist Occupational Therapist Certified Occupational Therapy Assistant Speech Language Pathology Assistant American Sign Language Interpreter Adapted PE Teacher Registered Nurse Certificated School Nurse Licensed Vocational Nurse	<ul> <li>\$ 75-\$ 90/per 60 min</li> <li>\$ 75-\$ 85/per 60 min</li> <li>\$ 53-\$ 55/per 60 min</li> <li>\$ 53-\$ 55/per 60 min</li> <li>\$ 55-\$ 60/per 60 min</li> <li>\$ 65-\$ 75/per 60 min</li> <li>\$ 54-\$ 62/per 60 min</li> <li>\$ 85-\$110/per 60 min</li> <li>\$ 45-\$ 52/per 60 min</li> </ul>

	Therapists Unlimited: A Division of Careerstaff Unlim Speech Language Pathologist Speech Language Pathologist Assistant Occupational Therapist Certified Occupational Therapy Assistant School Psychologist	nited, Inc.: \$79/per 60 min \$55/per 60 min \$69/per 60 min \$59/per 60 min \$80/per 60 min	
	A copy of each contract is available in the Superinter	ndent's Office for review.	
Rationale:	Nonpublic agency services are utilized when the District does not have the abili to have staff in the area of service. While we are working to provide most services within the District it is necessary to contract outside for certain services		
Funding:	Total cost of this contract is to be in the amount of the individualized service contracts and is to be paid from Special Education General Fund.		
Recommendation:	Approve 2017/2018 Nonpublic Agency Master Contr Therapy Group, Behavioral Health Works, Inc., Corn Pediatrict Therapy, Invo Healthcare Associates, My Therapy, Inc., Ro Health, Inc., Speech Bananas, Sta Unlimited: a Division of Careerstaff Unlimited, Inc.	erstone Therapies, Gallagher Therapy Company, Procare	

EF:RG:vm

#### CONSENT ITEM

DATE: July 25, 2017

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

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

SUBJECT: APPROVE CONTRACT WITH MARZANO RESEARCH LABORATORY TO PROVIDE FULLERTON SCHOOL DISTRICT (FSD) WITH HIGH-RELIABILITY SCHOOLS (HRS) LEVEL TWO AND THREE PROFESSIONAL DEVELOPMENT FOR THE 2017/2018 SCHOOL YEAR

- Background: Fullerton School District (FSD) has developed a comprehensive teacherteaching model based on the research of the Marzano Research Laboratory. To continue the work and build the leadership skills of school leaders, Marzano Laboratory has provided professional development to all principals, assistant principals, and teacher leaders based on the Marzano High-Reliability Schools<sup>™</sup> framework. This framework, based on 40 years of educational research, defines five progressive levels of performance that a school must master to become a high-reliability school—where all students learn the content and skills they need for success in college, careers, and beyond. Teachers from across the District will work by grade levels on HRS Level 1, which addresses a central feature of effective schooling—the quality of teaching in classrooms, and Level 3, which addresses the extent to which a school's curriculum provides opportunities for all students to learn challenging content that is aligned with national and State standards.
- Rationale: Marzano has been a partner to the Fullerton School District for the past seven years, providing on-going professional development on the Art and Science of Teaching and Marzano's High-Reliability Schools (HRS) framework, which is a strategic planning framework to help schools focus on specific, research-based conditions for continuous school improvement. Bringing grade-alike teachers from across the District together to be led by a leading professional on research-based strategies will allow FSD to strengthen collaboration and quality of lesson design and teaching.
- <u>Funding:</u> Cost is not to exceed \$71,000 and is to be paid from the Unrestricted General Fund.
- Recommendation: Approve Contract with Marzano Research Laboratory to provide Fullerton School District (FSD) with High-Reliability Schools (HRS) Level Two and Three Professional Development for the 2017/2018 school year.

EF:nm Attachment



### HOST CONTRACT

Effective June 21, 2017, Fullerton School District ("Host") and Marzano Research, LLC ("Marzano Research") agree that Marzano Research will provide an Associate to disseminate information to Host in exchange for \$71,000.00 (USD). The parties agree as follows:

- 1. Services: Marzano Research agrees to provide the services described in Exhibit A—Description of Services.
- 2. Compensation: Host will pay Marzano Research a total contract amount of \$71,000.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Research a non-refundable deposit of 20% of the total contract amount, \$14,200.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$56,800.00 (USD) will be invoiced upon completion of the services (See Exhibit B--Schedule of Payments). Host agrees to reimburse any expenses incurred by Marzano Research that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
- **3.** Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
- 4. Intellectual Property: Host acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
- 5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for the sessions.
- 6. Recording of Presentation: All audio and video recording is prohibited.
- 7. Confidentiality: Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
- 8. Termination: If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.
- **9.** Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes,

disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

- **10. Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
- **11. Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Fullerton School District, 1401 W Valencia Dr., Fullerton, California 92833 or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- **13. Nature of Contract:** Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Research:

Tqdgtv'Rrgvnc.'Gf (F 0 Fullerton School District Date

Megan Schutz Professional Development Manager Marzano Research, LLC Date

#### EXHIBIT A DESCRIPTION OF SERVICES

Service 1: Date: August 25, 2017 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

<u>Service 2</u>: Date: August 30, 2017 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

Service 3: Date: December 7, 2017 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

Service 4: Date: December 8, 2017 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

Service 5: Date: December 13, 2017 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

Service 6: Date: December 14, 2017 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

Service 7: Date: January 10, 2018 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses Service 8: Date: January 11, 2018 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

Service 9: Date: January 17, 2018 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

Service 10: Date: January 18, 2018 Speaker: Phil Warrick Topic: Collaborative Lesson Planning through the New Art and Science of Teaching Format: Onsite Cost: \$7,100.00, inclusive of travel and expenses

#### EXHIBIT B

## SCHEDULE OF PAYMENT

Description	Payments	Expected Invoice Date
Payment 1	\$14,200.00	Upon Execution of Contract
Payment 2	\$11,360.00	August 30, 2017
Payment 3	\$22,720.00	December 14, 2017
Payment 4	\$22,720.00	January 18, 2018

#### **CONTACT INFORMATION**

Please fax (303-694-1778) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Research representative.

stephanie.stlaurent@marzanoresearch.com

Payments, including deposit checks, should be mailed directly to the Business Office: Marzano Research, LLC ATTN: Accounts Receivable 555 North Morton St. Bloomington, IN 47404

#### Please provide the following information in both sections:

Who will be the contact person for the work?		
Contact:	Emy Flores	
Title:	Assistant Superintendent	
Phone:	714-447-7708	
E-mail:	emy_flores@myfsd.org	
Fax:	714-447-7454	

#### Who will receive and pay the invoices?

Contact: Aleda Sato

Title: Account Clerk

Phone: 714-447-7430

E-mail: aleda\_sato@myfsd.org

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

Shipping Information (required for resource delivery)		
Shipping Contact:		
Shipping Address:		
City, State, Zip:	City, State, Zip:	
Phone:		
Delivery Date:		
Delivery Times:		
Choose one: $\Box$	Do you have a Delivery Dock?	
	Do you have double doors (for pallet)?	
	Do you require inside delivery?	

BOARD AGENDA ITEM #1w

#### CONSENT ITEM

DATE: July 25, 2017

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

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

SUBJECT: APPROVE EMY FLORES, ED.D., TO ATTEND THE ASSOCIATION OF LATINO ADMINISTRATORS AND SUPERINTENDENTS (ALAS) 14<sup>TH</sup> ANNUAL EDUCATION SUMMIT IN HOUSTON, TX, ON OCTOBER 10-14, 2017

- Background: The Association of Latino Administrators and Superintendents (ALAS) assists Latino administrators and superintendents with the knowledge and skills necessary to lead in a school district with an emerging Latino student population or a Hispanic-serving school district having a Latino student population of 20 percent or more. The 2017 Education Summit is designed for educators from across the country to work together to address challenges in the education system, particularly those impacting Latinos. ALAS provides a unique forum to engage in meaningful discussions and identify solutions that can be applied throughout the industry.
- Rationale: Latino students make up 51 percent of the Fullerton School District student population. ALAS provides support in the area of professional development with a focus of meeting the needs of Latinos, English Learners, and Socially Economically Disadvantaged students. Through their network of nationally recognized education experts, ALAS will support the Assistant Superintendent of Educational Services through professional development and resources that have proven successful in leading departments and school districts.
- <u>Funding</u>: Cost is not to exceed \$2,650 and is to be paid from the Unrestricted General Fund.
- <u>Recommendation:</u> Approve Emy Flores, Ed.D., to attend the Association of Latino Administrators and Superintendents (ALAS) 14<sup>th</sup> Annual Education Summit in Houston, TX, on October 10-14, 2017.

EF:nm

## BOARD AGENDA ITEM #1x

## CONSENT ITEM

DATE:	July 25, 2017		
то:	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 4 (APRIL 1, 2017- JUNE 30, 2017)		
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:		
		Number of Complaints:	<u>Status:</u>
	Facilities Issues Instructional Material Issues Credentialing Issues Other	None None None	N/A N/A N/A N/A
Rationale:	To meet legal mandates.		
Funding:	Not applicable.		
Recommendation:	Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2017- June 30, 2017).		
CH:nm Attachment			



# 2016-17 Quarterly Report Williams Legislation Uniform Complaints

# District: Fullerton School District

# District Contact: Nina Mota

Title: Administrative Secretary

	Quarter #1	July 1 - September 30, 2016
Γ	Quarter #2	October 1 - December 31, 2016
Γ	Quarter #3	January 1 - March 31, 2017
$\overline{X}$	Quarter #4	April 1 - June 30, 2017

Report due by October 28, 2016 Report due by January 27, 2017 Report due by April 28, 2017 Report due by July 28, 2017

#### 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		
TOTALS	0		

Name of Superintendent:<sup>Robert Pletka, Ed.D.</sup>

Signature of Superintendent:

Date:

#### **Please submit to:**

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

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

BOARD AGENDA ITEM #1y

#### **CONSENT ITEM**

DATE: July 25, 2017

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

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

PREPARED BY: Yolanda McComb, Principal, Raymond School

SUBJECT: APPROVE/RATIFY FEDERAL WORK STUDY PLACEMENT AGREEMENT BETWEEN RAYMOND ELEMENTARY SCHOOL AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO COMMENCE JULY 1, 2017 THROUGH JUNE 30, 2018

- Background: North Orange County Community College District is a recipient of Federal Work Study funds. The work-study program is a part of a financial aid package that provides part-time employment opportunities to students who would like to work on-campus or at an off-campus community service site. The community college district wishes to establish Fullerton School District as an eligible community service site.
- Rationale: An approved partnership with the community college district will allow various community colleges to place students with financial need at a school site within the District. The school site will assign specific work assignments to the student and provide supervision.
- <u>Funding</u>: Student wages will be paid by the appropriate community college. Fingerprinting cost are to be paid by the appropriate school site and will come out of the school funds.
- <u>Recommendation</u>: Approve/Ratify Federal Work Study Placement Agreement between Raymond Elementary School and North Orange County Community College District to commence July 1, 2017 through June 30, 2018.

CH:YM:nm Attachment



#### FEDERAL WORK STUDY PROGRAM NON-EXEMPT OFF-CAMPUS AGREEMENT

This agreement is entered into this <u>28th</u> day of <u>August</u>, 2<u>017</u>, In the city of Anaheim, County of Orange, State of California, by the North Orange County Community College District, Hereinafter called "Institution", and <u>Raymond Elementary</u> hereinafter called "Organization", a public school district or non-profit public agencies, for the purpose of providing work to students eligible for the Work Study Program.

The institution is considered the employer for purposes of the Agreement. It has the ultimate right to control and direct the services of the students for the Organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work Study Program, to assign students to work for the Organization, and to determine that the students do perform their work in fact. The Organization's rights are limited to direction of the details and means by which the result is to be accomplished.

Therefore, Institution and Organization in consideration of the covenants contained herein agree as follows:

- Organization shall utilize the services of students who are referred to Organization by Institution and who the Institution has determined are eligible to participate in the Federal Work Study Program and who the Organization has determined qualified and acceptable to perform services for Organization. The Organization will be responsible for training, supervising, evaluating the students, making sure the monthly timecards are submitted to the Financial Aid Office no later than the 24<sup>th</sup> of each month, unless otherwise requested. The Institution will serve as fiscal agent. Institution will take no responsibility for the work performed or actions of the student.
- 2. The Organization shall provide fingerprinting services for Federal Work Study students and will review any reported findings and determine if the student meets the Organization's employment standards. The cost for this service will be provided by the Organization if the Organization has special categorical project funding; if not, the Institution's Federal Work Study Program will cover the fingerprinting cost.
- 3. Students will be made available to the Organization by the Institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization agrees that no student will be denied work or subjected to different treatment under its agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352: Stat. 252) and Title IX of the Education Amendments of 1972 (Publ. L. 92-318) and the Regulations of the Department of Education which implements those acts.
- 4. The work performed by the students shall not:
  - a) Displace employees, impair existing service contracts or replace regular employees who are on strike;
  - b) Involve any partisan or nonpartisan political activity associated with a faction in an election for public or party office;
  - c) Involve the construction, operation, or maintenance of any part of a facility used, or to be used for sectarian instruction or religious worship;
  - d) Involve any lobbying on the State or Federal level; and
  - e) Be related to activities of any sectarian organization or to any partisan or nonpartisan political activities.
- 5. This Agreement shall be subject to the availability of funds to Institution from the Federal Work Study Program.

#### NON-EXEMPT OFF-CAMPUS AGREEMENT Page 2

- 6. Institution shall act as employer and pay the student participating in the program. The wage rate to be paid to students participating in the program shall:
  - a) Be not less than the current federal minimum wage;
  - b) Be computed on an hourly basis for actual time on the job; and
  - c) Be appropriate and reasonable in terms of the type of work performed, the employee's proficiency, the geographical region, and applicable federal, state, or local law.
- 7. The Institution shall provide Workers' Compensation insurance at Institution's own cost and expense for all students employed pursuant to this Agreement.
- 8. Organization shall:
  - a) Supervise the services of students participating in the Federal Work Study Program;
  - b) Communicate with the Institution regarding the students' performance or any other issues of concern;
  - c) Complete and submit to Institution the North Orange County Community College District Student Payroll time cards and forward them to the Institution monthly (exhibit "A"). The time cards shall include the following:
    - i. The time worked by students participating in the program, indicating hours worked each day and total hours worked for each payroll period; and
    - ii. Certification by authorized supervisor that the hours are accurately reported.
- 9. Institution will be responsible for:
  - a) Determination of student's eligibility to participate in the Federal Work Study Program;
  - b) Providing Institution's student Payroll time cards to Organization; and
  - c) Providing Institution's payroll guidelines to Organization.
- 10. It is agreed that both Institution and Organization shall have the right and authority to relieve the student from any or all duties; student shall have the right to terminate employment.
- 11. Organization agrees to defend, indemnify and hold harmless the State of California, the Trustees of the North Orange County Community College District (Institution), and its officers, agents, employees and volunteers from all claims including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of the performance of this Agreement. Organization further agrees to waive all rights of subrogation against the Institution.
- 12. The Institution and any agents and employees of Institution, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California, or the Organization. Students furnished employment by Institution pursuant to this Agreement shall be employees of Institution and shall not be apprentices, employed agents or officers of the State of California, or the Organization.
- 13. Institution may terminate this Agreement and be relieved of its obligation with regard to Organization hereunder should Organization fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Institution may proceed to carry out the purpose of this Agreement in any manner deemed proper by Institution.
- 14. This Agreement is not assignable by Organization either in whole or in part.

#### FEDERAL WORK STUDY PROGRAM NON-EXEMPT OFF-CAMPUS AGREEMENT Page 3

- 15. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties to indicate agreement. The parties intend this written agreement to be the final and complete expression of their understanding and that there are no other agreements, either oral or written, to vary or contradict the terms of this agreement.
- 16. This agreement shall terminate on the <u>\_30th</u> day of <u>\_\_June</u>, <u>2018</u>, unless sooner terminated and shall be subject to extension by the mutual agreement of the parties hereto in writing.

# FOR NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

FOR ORGANIZATION

1830 W. Romneya Drive Anaheim, CA 92801 714-808-4779

Date	Date
(Signature, Vice Chancellor, Finance & Facilities)	Name of Organization
(Printed Name, Vice Chancellor, Finance & Facilities)	Address
(Signature, Director of Financial Aid)	City, State, Zip Code
Greg Ryan	
Printed Name, Director of Financial Aid	Telephone Number
	Signature of Organization Representative
	Printed Name of Organization Representative

Title of Organization Representative

# BOARD AGENDA ITEM #1z

## CONSENT ITEM

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT:	APPROVE/RATIFY STUDENT TEACHING AFFILIATION AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WESTERN GOVERNORS UNIVERSITY TO COMMENCE JUNE 29, 2017
Background:	Western Governors University (WGU) offers teaching programs that are regionally accredited by National Council for the Accreditation of Teacher Education (NCATE). WGU wishes to partner with Fullerton School District to allow WGU students to achieve field experiences within the District.
<u>Rationale:</u>	Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as an educational institution, to provide educational experiences to students enrolled in the program.
Funding:	Not applicable.
Recommendation:	Approve/Ratify Student Teaching Affiliation Agreement between Fullerton School District and Western Governors University to commence June 29, 2017.
CH:nm Attachment	



# Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

## STUDENT TEACHING AFFILIATION AGREEMENT

This Student Teaching Affiliation Agreement ("Agreement") is entered into this 29<sup>th</sup> day of June 2017 ("Effective Date") by and between Western Governors University, a Utah non-profit corporation ("WGU"), and Fullerton School District ("District").

#### Recitals

WGU is regionally accredited by the Northwest Commission on Colleges and Universities. The WGU Teacher Education programs are further accredited by the National Council for the Accreditation of Teacher Education (NCATE);

WGU conducts teacher training programs leading to degrees and desires to obtain student teaching experiences for the teacher candidates enrolled in its educational programs; and

The District recognizes the need for and desires to aid in the educational development of student teachers and is willing to make its premises available for such purposes.

#### Agreement

In consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, WGU and the District agree as follows:

#### A. Definitions

1. "Teacher Candidate" shall refer to a student enrolled in a program at WGU leading to an education credential.

2. "Host Teacher" shall refer to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Host Teacher may or may not be a Clinical Supervisor.

3. "Clinical Supervisor" shall refer to a present or former employee of the District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or the District to supervise Teacher Candidate progress. WGU shall be responsible for the selection, assignment, and compensation of Clinical Supervisors.

4. "Student Teaching" shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Host Teacher and/or Clinical Supervisor.

5. "Student Teaching Assignment" shall refer to the greater of the WGU 12-week requirement (16 weeks for special education assignments) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all WGU and State requirements.

#### **B. WGU Responsibilities**

1. <u>Selection of Students</u>. WGU shall be responsible for the selection of qualified Teacher Candidates with the appropriate educational background and skills to participate in the Student Teaching Assignment.

2. <u>Education of Students</u>. WGU shall assume full responsibility for the education of its Teacher Candidates, monitoring and evaluating individual Teacher Candidate progress, the administration of the program, the curriculum content, matriculation requirements, and other issues required by its Student Teaching program.

3. <u>Clinical Supervisor</u>. The District or WGU shall appoint a Clinical Supervisor who shall observe Teacher Candidates in the classroom on six separate occasions during a Student Teaching Assignment and will assess the Teacher Candidate's progress toward mastery of teaching competencies. 4. <u>Host Teacher Compensation</u>. If District policies allow, WGU shall compensate either the District or Host Teacher **\$150.00 per Teacher Candidate** for the services described in this Agreement. The District acknowledges that the issuance of such compensation directly to the Host Teacher will not render the Host Teacher an employee or agent of WGU. No Host Teacher compensation will be provided where a Teacher Candidate acts as teacher-of-record within the District.

5. <u>Clinical Supervisor Compensation</u>. If the Clinical Supervisors are employees of the District, WGU shall compensate either the District or the Clinical Supervisors **\$500.00 per Teacher Candidate** for Clinical Supervisor services. The District acknowledges that where District policies allow the issuance of such compensation directly to employee Clinical Supervisors, WGU may contract directly with those individuals for Clinical Supervisor services.

6. <u>Compensation upon Termination of Assignment</u>. In the event a Student Teaching Assignment is terminated prior to completion, compensation for Host Teacher and Clinical Supervisor services shall be pro-rated to the number of weeks completed.

7. <u>Background Check</u>. WGU shall require each Teacher Candidate to submit to a complete background check, including criminal history, as a condition of Student Teaching. District shall inform WGU of the acceptable background check requirements. WGU shall attest to District that a background check has been completed for each Teacher Candidate recommended for a Student Teaching Assignment.

8. <u>Representations</u>. WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements. WGU makes no other representation, express or implied, about, or assumes any responsibility for, the Teacher Candidate's fitness or qualification to participate in the Student Teaching Assignment. Nothing in this Agreement shall be construed as a delegation by the District to WGU of any of the District's duties and responsibilities for operation or supervision of the school or classes of the District.

#### C. District Responsibilities

1. <u>Host Teacher</u>. The District shall provide the Teacher Candidate with Student Teaching experience in a school and classes of the District under the direct supervision and instruction of a Host Teacher that meets these minimum requirements:

- a. <u>Holds a teaching credential or license for the subject area and/or grade level being taught;</u>
- b. Has a minimum of 3 years of teaching experience with strong evaluations;
- c. Demonstrates a positive impact on student learning in the classroom;
- d. Successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- e. Use a computer to correspond with WGU staff and complete online evaluation forms and
- f. Consistently models the dispositions and ethical considerations expected of WGU teacher candidates:
  - o caring and considerate
  - o affirming of diversity and cross-culturally competent
  - o reflective practitioner
  - o equitable and fair
  - o committed to the belief that all students can learn
  - o collaborative
  - o technologically proficient
  - o professional leadership

2. <u>Access for Clinical Supervisor</u>. The District shall allow the Clinical Supervisor on-going access to the host school and classroom for the specific purpose of observing the Teacher Candidate.

3. <u>District Policies</u>. The District shall provide Teacher Candidates with any of the District policies and procedures to which Teacher Candidates are expected to adhere during Student Teaching Assignments and while on District premises.

4. <u>Right to Accept or Terminate</u>. The District may refuse to accept for placement, or may terminate the Student Teaching Assignment, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to WGU in writing and shall state the reasons for such decision. When possible, District shall make reasonable efforts to consult with WGU prior to terminating the assignment of a Teacher Candidate.

5. <u>Evaluations</u>. The District, through the involvement of the Host Teacher, shall participate with the Clinical Supervisor and the Teacher Candidate in two evaluations of Teacher Candidates: one mid-way through the Student Teaching Assignment, and another at the end. WGU shall be responsible for the format of the evaluations.

6. <u>Facilitation of Professional Development</u>. The District shall facilitate Teacher Candidate professional development through educational assignments and shall make available an appropriate working environment, including adequate space, equipment, and supplies to meet the objectives of training.

#### **D.** Insurance and Indemnification

1. <u>WGU Insurance</u>. WGU shall provide and maintain general liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and, upon request of the District, shall furnish proof thereof in the form of a certificate of insurance. WGU shall maintain at its sole expense workers' compensation insurance for participating Teacher Candidates.

2. <u>Professional Liability Insurance</u>. Teacher Candidates will be responsible for procuring and maintaining professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such policy shall remain in full force and effect for the duration of the Student Teaching Assignment.

3. <u>District Insurance</u>. Upon request, District shall provide evidence that it is self-insured or maintains adequate general liability insurance coverage to satisfy the requirements of this Agreement.

4. <u>Indemnification</u>. WGU shall hold harmless, defend and indemnify District and its elected and appointed governing board members, officers, employees, and agents from any and all losses, claims, damages (including costs and attorney's fees), or causes of action arising from any negligent or willful acts or omissions of WGU, its officers, employees, or Teacher Candidates incurred in the performance of this Agreement. To the extent allowed by law or District policies, District shall hold harmless, defend and indemnify WGU and its officers, employees, and agents from any and all losses, claims, damages (including costs and attorney's fees), or causes of action arising from the gross negligence or willful act of the District, its officers, employees, students, or agents incurred in the performance of this Agreement or in the unlawful refusal to accept a Teacher Candidate.

#### E. Mutual Terms and Conditions

1. <u>Term</u>. This Agreement shall commence on the Effective Date and shall continue until such time as either party gives the other party thirty (30) days written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment.

#### 2. Educational Records.

a. <u>Teacher Candidate Records</u>. The District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any Teacher Candidate assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be a "school official" of WGU and may transmit, share, or disclose education records, including evaluations and attendance records of Teacher Candidates, without the Teacher Candidate's written consent to other school officials of WGU who have a legitimate educational interest in the records.

b. <u>District Student Records</u>. WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. The District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

3. <u>Designation of Representative</u>. Each party shall designate a representative to serve as a point of contact between the parties for communication and coordination of Student Teaching Assignments.

4. <u>Status of Parties</u>. Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.

5. <u>Non-Discrimination</u>. Both parties agree to fully comply with all applicable non-discrimination laws of the District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.

6. <u>Notices</u>. All notices given under this Agreement shall be in writing and sent to the address listed at the end of this Agreement, and shall be effective upon receipt if delivered by personal or overnight delivery, facsimile, or e-mail transmission, or effective five (5) days after being placed in the United States mail, postage pre-paid.

7. <u>Arbitration</u>. The parties agree that disputes arising hereunder shall be subject to arbitration pursuant to the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. All arbitration activities shall be conducted via telephone and/or video conference.

8. <u>Entire Agreement and Severability</u>. This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification or change to the Agreement shall be valid unless the same is in writing and signed by both parties. The invalidity of any provision of this Agreement will not affect the validity of any other provisions. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

9. <u>General Provisions</u>. This Agreement: (i) shall be binding and enforceable by the parties hereto and their respective legal representatives, successors, or assigns; and (ii) may be executed in two or more counterparts including by facsimile or scanned image, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

Western Governors University ("WGU")
1865
By:
Title: Field Experience Outreach Specialist
Date: 29 June 2017

For notice purposes, contact: Terry Miller Field Experience Outreach Specialist Western Governors University 4001 South 700 East, Suite 700 Salt Lake City, UT 84107-2533 Phone: (385) 428-5217 Fax: (801) 401-7961 fieldplacement@wgu.edu

Fullerton	School	District	("District")	)
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Ву:			
Title:			
Date:			
For notice purposes, contact:			
Name:			
Title:	٩ <u>.</u>	6	

District:

Street:

City/State/Zip: \_\_\_\_\_\_
Phone: \_\_\_\_\_

Fax:\_\_\_\_\_

Email: \_\_\_\_\_

5

# CONSENT ITEM

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT:	APPROVE/RATIFY EDUCATIONAL FIELDWORK AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND UNIVERSITY OF REDLANDS EFFECTIVE JUNE 1, 2017 THROUGH JUNE 1, 2019
Background:	University of Redlands is accredited to provide a teaching program leading to a California credential and wishes to partner with Fullerton School District to provide fieldwork experience for the students in their educational programs. The terms and conditions of this agreement are commensurate with those from other universities and colleges. The University will pay the District the following rates:
	<ul> <li>\$100 per 7-week session of full-time student teaching (equivalent to 6 units) for Multiple Subject Credential candidates</li> </ul>
	\$100 Counseling honorarium to be paid at the end of the assignment
	<ul> <li>\$200 Master Teacher stipend for each full-time supervisor for each full- time student for Communicative Disorders Fieldwork/Interns.</li> </ul>
	The terms of the agreement shall be effective June 1, 2017 through June 1, 2019. The agreement may be terminated by either party with thirty (30) days prior notice unless both parties agree to earlier termination.
Rationale:	Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.
Funding:	Not applicable.
Recommendation:	Approve Educational Fieldwork Agreement between Fullerton School District and University of Redlands effective June 1, 2017 through June 1, 2019.
CH:nm	

Attachment

# EDUCATIONAL FIELDWORK AGREEMENT 2017-2019

This agreement is entered into by and between FULLERTON SCHOOL DISTRICT (hereinafter called the "District"), and the UNIVERSITY OF REDLANDS (hereinafter called the "University"). This term of agreement shall be from 1 June 2017 until 30 June 2019.

#### A. RECITALS

- 1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum and/or the Communicative Disorders curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
- 2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

#### **B. OPERATIVE PROVISIONS**

- 1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
- 2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District's request, which request shall be made only for good cause.
- 3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
- 4. Credential and degree candidates assigned field experiences in #6 that follows, will have California Department of Justice and Federal Bureau of Investigation fingerprint clearance documentation on file with the University. The University certifies that all credential Students have provided proof of negative tuberculosis to the University before starting any coursework leading to a California credential. The University certifies that University holds proof of negative tuberculosis for all Students placed within District.
- 5. Credential candidates assigned field experiences in #6 that follows, will be provided early educational fieldwork experiences including the appropriate student and school permission embedded in the California Commission on Teacher Credentialing TPA (Teacher Performance Assessment), a required mandate.

Assignment of a student of the University to pre-service fieldwork experiences in schools will be under the following definitions:

"Student Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed

employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks.

"Clinic Teachers" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credential employee of the District. Clinic teaching is designed to provide University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

"Student Interns" means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

**"Teaching Interns"** means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of 18 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

"Student Observers" means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

**"Education Administration Fieldwork/Interns"** means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453) and has completed three years experience (intern) five years experience (Preliminary Administrative Services Program) on a prerequisite credential, received a passing score on the CBEST, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and shall be under the supervision of a regularly credentialed employee of the District and a University Supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

PASC students are required to complete 60 hours of fieldwork, 10 hours per course under the supervision of an on-site supervisor/coach, holding an Administrative Services Credential and working in an administrative capacity. Students will complete 20 hours of fieldwork at an elementary site, 20 hours at a middle school site, and 20 hours at a high school site under the supervision of a Supervisor/Coache. Supervisor/Coaches will meet 6 times each semester with the PASC student to 1. Plan a prescribed administrative Fieldwork Experience 2. Implement the plan to enhance the on-site experience 3. Evaluate each area implemented to ensure a completed quality experience 4. Provide quality feedback to the candidate. Supervisor/Coaches are invited to attend planned professional development workshops provided by the School of Education.

"Counseling Fieldwork Candidates" means persons recommended by the University, possessing a certificate of clearance, current TB test, and passing CBEST, have completed an application for Field Placement approved by the Counseling Fieldwork Coordinator, completed 100 hours of practicum with a 3.0 GPA or better in the following courses: EDUC 601 The Counseling Process, CMHC 610 Sociocultural Counseling and Intervention, and EDUC685 PPS: Counseling in Schools. Candidates have enrolled in or completed the following courses: EDUC 653 Theories of Counseling and Psychotherapy and EDUC 680 Human Development Across the Life Span. Candidates are currently enrolled in EDUC 677 Supervised Field Work in Counseling. Candidates will be under the supervision of a regularly paid Pupil Personnel Service Credentialed employee of the District and a University supervisor. One hour of supervision will be provided by the district supervisor for every 50 hours of fieldwork experience. The district supervisor and the counseling candidate will decide on the number of fieldwork hours to be completed at any given site. This information will be noted in writing prior to beginning the fieldwork experience. A total of 600 clock hours of fieldwork is required to complete the pupil personnel services credential. 400 hours must be completed in public K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 400 hours of public K-12 experience must be completed in two different K-12 levels, 200 must be completed in a high school setting. The University reserves the right to issue or deny the pupil personnel services credential at the end of the field experience. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

"Communicative Disorders Fieldwork/Interns" means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (evaluation, conferencing, therapy, etc.), under the supervision of a state credentialed and ASHA certified speech/language pathologist. An assignment of a student of the University to a placement in the Public School shall be at the discretion of the University, working cooperatively with the Public School. The assignment shall last for a designated period of time, not to exceed a full semester of 15 weeks (usually 10 to 13 weeks).

- 6. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
- 7. The University will be responsible for providing a University supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.
- 8. The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
  - A. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and director of fieldwork have assessed the situation.
  - B. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.

C. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in his/her regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

#### **C. FINANCIAL PROVISION**

- 1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
- 2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
- 3. The University shall tender to the District an honorarium of \$100.00 per seven week period for each full-time student teacher of the University assigned to schools in the District, to be paid at the end of the assignment. The District shall reimburse each supervisory master teacher/employee, at rates specified herein.
- 4. For Counseling Fieldwork Candidates only, the University shall tender to the District a \$100.00 honorarium to be paid at the end of the assignment. The District shall reimburse each district supervisor/employee at the rates specified herein.
- 5. For Communicative Disorders Fieldwork/Interns only, the University shall tender to the District an honorarium of \$200.00 for each full-time supervisor for each full-time student of the University to be paid at the end of the assignment. The District shall reimburse each master teacher at rates specified herein.

#### **D. ALTERATION DISCLAIMER**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

#### E. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

THE UNIVERSITY OF REDLANDS shall hold harmless, defend and indemnify FULLERTON SCHOOL DISTRICT and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of THE UNIVERSITY OF REDLANDS, its officers, employees, or student teachers incurred in the performance of this Agreement.

FULLERTON SCHOOL DISTRICT shall hold harmless, defend and indemnify the UNIVERSITY OF REDLANDS and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of FULLERTON SCHOOL DISTRICT it's officers, employees, or student teachers incurred in the performance of this Agreement.

#### F. NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the School District for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

#### **G. OTHER AGREEMENT**

This Agreement replaces all previous agreements between the UNIVERSITY OF REDLANDS and the FULLERTON SCHOOL DISTRICT. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

This Agreement is executed this day 1 June 2017.

#### FULLERTON SCHOOL DISTRICT

By \_\_\_\_\_\_ Dr. Robert Pletka Superintendent UNIVERSITY OF REDEANDS

lell By / Kathy Ogre Provost

Date

Date 3/20/17

BOARD AGENDA ITEM #1bb

# CONSENT ITEM

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT:	APPROVE/RATIFY INTERNSHIP PROGRAM MEMORANDUM OF AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND UNIVERSITY OF REDLANDS EFFECTIVE JUNE 1, 2017 THROUGH JUNE 1, 2019
Background:	University of Redlands (UR) is a fully accredited institution of higher education. The District has a long-standing partnership with UR in support of their teacher preparation programs. At this time, UR wishes to establish an agreement with the District to enable candidates in their Education Internship Credential programs the opportunity to work as a District employee should the opportunity ever arise. One of the credential areas covers the Education Specialist Internship Credential.
<u>Rationale</u> :	As the market for qualified Special Education educators lessens, the District has had to find alternatives to hiring energetic, enthusiastic and qualified candidates to join the Fullerton School District family. This Internship MOU will provide such an alternative if recruitment pools are not successful.
Funding:	Applicable costs would be equivalent to a new employee hire and would come from General Fund salaries.
Recommendation:	Approve/Ratify Internship Program Memorandum of Understanding between Fullerton School District and University of Redlands effective June 1, 2017 through June 1, 2019.
CH:nm Attachment	



#### INTERNSHIP PROGRAM MEMORANDUM OF UNDERSTANDING 1 June 2017 TO 1 June 2019 by and between University of Redlands and

Fullerton School District

- Multiple Subject Internship Credential
- Single Subject Internship Credential
- Education Specialist Internship Credential

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a University of Redlands Supervisor and District On Site Teacher who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

#### **I. General Provisions**

#### a. The UNIVERSITY agrees and verifies that:

i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs

ii. Each Intern Teacher must have completed the minimum number of pre-service hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.

iii. Each Intern Teacher shall apply for the Internship Credential through the School of Education at the University of Redlands upon successful completion of the School of Education Internship application process and verification of employment from the School District.

#### b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

#### **II. Support and Supervision Requirements**

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

#### a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of 18 times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

- iii. The DISTRICT shall select on-site support teachers (mentors) who meet the following qualifications:
  - (1) valid corresponding Clear or Life credential,
  - (2) three years successful teaching experience, and
  - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify and individual who is does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through inclassroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The on-site support teacher's role is to provide support specifically addressing issues in the intern's classroom.
- v. The UNIVERSITY shall provide orientation and training for the district onsite support teachers and university supervisors.
- vi. The University Supervisor and on-site support teacher shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employerprovided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns, supervisors and signed by the on-site support teacher.
- viii. The District Mentor, on-site support teacher and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

#### THE PARTIES MUTUALLY AGREE .

A. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the

UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- B. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- C. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

FIELDWORK SITE CONTACT INFORMATION: Fullerton School District 1401 W Valencia Fullerton, CA 92833 ATTN: Dr. Robert Pletka Superintendent Phone: 714- 447-7450

#### UNIVERSITY CONTACT INFORMATION:

University of Redlands 1200 E. Colton Ave. Redlands, CA 92373-0999 ATTN: Margo Drallos, Director of Fieldwork 909-748-8812

This Agreement is executed this day 1 June 2017.

## **FULLERTON SCHOOL DISTRICT**

BY	Date
Dr. Robert Pletka Superintendent	
UNIVERSITY OF REDLANDS BY Addies Academic Officer	_Date 3/29/17

**APPENDIX A** 

#### **Preconditions Established for Internship Programs**

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) Bachelor's Degree Requirement. Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) Subject Matter Requirement. Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).

#### (3) Pre-Service Requirement.

- (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
- (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
  - (a) Provisions for an annual evaluation of the intern.
  - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
  - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
  - (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

#### (5) Supervision of Interns.

- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) Assignment and Authorization. To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) Early Program Completion Option. Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
  - (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:

• Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students

• Techniques to address learning differences, including working with students with special needs

- Techniques to address working with English learners to provide access to the curriculum
- Reading instruction in accordance with state standards
- Assessment of student progress based on the state content and performance standards
- Classroom management techniques
- Methods of teaching the subject fields
- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).
- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

(9) Length of Validity of the Intern Certificate. Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a

single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).

- (10) Non-Displacement of Certificated Employees. The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) Justification of Internship Program. When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) Bilingual Language Proficiency. Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

#### CONSENT ITEM

DATE: July 25, 2017

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 AUGUST 1, 2017 THROUGH JUNE 30, 2018

- <u>Background:</u> 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:

Sustainability Cadre **Commonwealth Elementary** Fern Drive Elementary Fisler K-8 School Golden Hill Elementary Hermosa Drive Elementary Ladera Vista JHS Maple Elementary **Orangethorpe Elementary** Pacific Drive Elementary Parks JHS **Raymond Elementary Richman Elementary Rolling Hills Elementary** Sunset Lane Elementary Valencia Park Elementary Woodcrest Elementary

Tier 3 Cadre Beechwood K-8 School

<u>Tier 2 Cadre</u> Acacia Elementary Laguna Road Elementary Nicolas JHS

<u>Funding:</u> 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 August 1, 2017 through June 30, 2018.

# Orange County Department of Education Positive Behavior Interventions and Supports (PBIS) PBIS/MTSS Sustainability Proposal Fullerton School District 2017-18

FSD PBIS SUS	TAINABILITY TRAINING PROPOSAL		
Training	Description	Schools	Budget
PBIS T1 Leadership Team Training	• NA	NA	NA
PBIS T2 Leadership Team Training	<ul> <li>Two full day Leadership Team Trainings (Days 4 &amp; 5) for one school team</li> <li>Four (half day) Coaches' Trainings for the school site principal and PBIS coach</li> </ul>	Nicolas* Acacia Laguna Road	1 @ \$1,250* 2 @ \$2,250 Tot: \$5,750
PBIS T3 Leadership Team Training	<ul> <li>Two full day Leadership Team Trainings (Days 4 &amp; 5) for one school team</li> <li>Four (half day) Coaches' Trainings for the school site principal and PBIS coach</li> </ul>	Beechwood	1 @ \$2,250
OCDE PBIS Sustainability Series	<ul> <li>Three one-half day* and one full day Sustainability Series Meetings and one full day Symposium/Conference</li> </ul>	Commonwealth Fern Drive Fisler Ladera Vista Pacific Drive Richman District Team	The schools listed have indicated an interest in participating in the OCDE Sustainability Series for 2017-18. Please let us know if you would like to include these schools in your contract and/or send a district team (recommended). \$750 per team of 6
Consultation and Technical Assistance	<ul> <li>Facilitation of PBIS Assessments (e.g., Team Implementation Checklist, Tiered Fidelity Inventory) for participating schools.</li> <li>Facilitation of SWIS license (for participating schools only; all other at \$25 per school/year.</li> </ul>	On-going	Included for contracted schools; all others \$25 per school
Total			\$9,000

\*Reduced by 50% due to St. Jude's funding for PBIS.

#### **CONSENT ITEM**

DATE: July 25, 2017

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 LICENSE AND SERVICES AGREEMENT FOR THE PURCHASE OF REVIEW 360 SOFTWARE PROGRAM, INCLUDING IMPLEMENTATION SUPPORT AND TRAINING, FOR THE FULLERTON SCHOOL DISTRICT IN SUPPORT OF ITS MULTI-TIERED SYSTEMS OF SUPPORT PROGRAM

Background:Fullerton School District has implemented its Multi-Tiered Systems of Support<br/>(MTSS) for students, which includes Response to Intervention (RtI) for<br/>academic support, Positive Behavioral Intervention and Supports (PBIS) for<br/>behavioral support, and Mental Health for emotional and social support.<br/>Through implementation of MTSS, a need arose for universal screening,<br/>progress monitoring, and strategies for behavior and mental health of students.<br/>During the 2016-2017 school year, St. Jude Hospital decided to partner with<br/>Fullerton School District through a grant of \$57,792 supporting the District's<br/>MTSS Program at its eight (8) Title 1 elementary schools. Grant money was<br/>carried over to help defray the costs of this program for the upcoming<br/>2017/2018 school year.

Review 360 is a universal screening progress monitoring software program that efficiently screens and identifies at-risk students. It also recommends ready-to-implement intervention strategies for behavior and provides comprehensive charts and reports regarding student progress.

- Rationale: Approval of the License and Services Agreement for the purchase of Review 360 will enable the District's eight (8) Title 1 elementary schools to universally screen and monitor progress of students who are identified as needing additional support behaviorally, emotionally, and socially.
- Funding: General Fund (01) not to exceed \$13,400.
- <u>Recommendation:</u> Approve License and Services Agreement for the purchase of Review 360 software program, including implementation support and training, for the Fullerton School District in support of its Multi-Tiered Systems of Support Program.

CH:HM:mc Attachment

# PEARSON

Account Number: 1033911 Document Number: 74619 Document Date: 06-JUN-2017 Expiration Date: 31-OCT-2017

Customer: FULLERTON SD

Bill To: FULLERTON SD 1401 W VALENCIA DR FULLERTON, CA 92833-3998 Ship To: FULLERTON SD 1401 W VALENCIA DR FULLERTON, CA 92833-3998

Line	Product	Qty	Units	List Price	Discount %	Amount
1.1	R360G2RNWRTIEBO - Review360 Rtl Essentials BESS Only Subscription Renewal Sep 22, 2017 - Sep 21, 2018	5200	YEAR	\$2.00		\$10,400.00
2.1	R360IMPSLI - REVIEW360 IMPLEMENTATION SUPPORT: LEVEL ONE Sep 22, 2017 - Sep 21, 2018	1	YEAR	\$1,000.00		\$1,000.00
3.1	R360TRAINUSERPP - Review360 Training User Training PREPAID (\$500 credit for webex exchange/upgrade) for use between Sep 22, 2017 - Sep 21, 2018	1	EACH	\$2,500.00		\$2,000.00
Paymen	t Terms: Net 30	•			Subtotal:	\$13,400.00

Charges: \$0.00 Taxes: \$0.00 (US Dollar) Total: \$13,400.00

#### BOARD AGENDA ITEM #1ee

#### CONSENT ITEM

DATE: July 25, 2017

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

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

SUBJECT: APPROVE LEG GODT TO CONTINUE PROVIDING ADDITIONAL COMPUTER SCIENCE EDUCATION FOR THE 2017/2018 SCHOOL YEAR FOR FISLER SCHOOL, NICOLAS JUNIOR HIGH SCHOOL, PACIFIC DRIVE SCHOOL, AND VALENCIA PARK SCHOOL

- Background: The Fullerton School District recognizes the importance of preparing students for success in the 21st Century and beyond and continues to offer students opportunities to learn through STEM education. Students will be mentored, coached and taught the language of coding and App development to give exposure to Computer Science and equip them with the skills needed in the future job market.
- Rationale: Per the provisions of Government Code §53060, the governing board may authorize by purchase order or contract the purchase of special services without advertising for bids, if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to utilize cost-effective means of purchasing very skilled and technical services to support students in Computer Science education and prepare them for college and career.
- <u>Funding</u>: Cost not to exceed \$180,000 and each site is to pay \$45,000 from budgets as follows: Fisler School, site budget #116, Nicolas Junior High School, site budget #302, Pacific Drive School, site budget #302, and Valencia Park School, site budget #302.
- <u>Recommendation:</u> Approve Leg Godt to continue providing additional Computer Science education for the 2017/2018 school year for Fisler School, Nicolas Junior High School, Pacific Drive School, and Valencia Park School.

EF:nm

BOARD AGENDA ITEM #1ff

#### CONSENT ITEM

DATE: July 25, 2017 TO: Robert Pletka, Ed.D., District Superintendent FROM: Jay McPhail, Assistant Superintendent, Innovation & Instructional Support SUBJECT: APPROVE ADDENDUM FOR INDEPENDENT CONTRACTOR AGREEMENT **BETWEEN FULLERTON SCHOOL DISTRICT AND K5. LLC TO PROVIDE** CODING, DATA DASHBOARDS AND OTHER CRITICAL COMPONENTS FOR DISTRICT'S PROGRAMS Background: On June 6, 2017 the Fullerton School District (FSD) Board of Trustees approved a contract between FSD and Robert Christopher Chatting a certified Ruby on Rails coding engineer. However, contract title should have used Mr. Chattin company's name K5, LLC and not his personal name. Rationale: To correct the independent contractor agreement to reflect company's correct name and to move forward with services. Funding: No change in funding from original contract. Approve Addendum for Independent Contractor between Fullerton School Recommendation: District and K5, LLC to provide coding, data dashboards and other critical components for District's programs. JM:SR:kv Attachment

# 2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and <u>K5, LLC</u>
Name of Independent Contractor

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. <u>Services to be provided by Contractor</u>. Contractor shall provide

hereinafter

referred to as "Services." Mr. Robert C. Chattin is a certified Ruby on Rails coding engineer and will provide backend coding required in several Fullerton School District technical programs to provide data dashboards and other critical components needed.

2. <u>Term</u>. Contractor shall commence providing Services under this Agreement on <u>July</u> <u>1, 2017</u>, and will diligently perform as required and complete performance by <u>June 30, 2018</u>.

3. <u>Compensation</u>. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifteen Thousand Dollars (\$15,000)** at the hourly rate of \$150. 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. <u>Expenses</u>. 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: (Describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A.) <u>N/A</u>

5. <u>Independent Contractor</u>. 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. <u>Materials</u>. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor 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. <u>Standard for Performance of Services</u>. 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. <u>Termination</u>. 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. <u>Hold Harmless</u>. 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. <u>Insurance</u>. 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 \$1,000,000 to the Comprehensive Form)

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

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

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

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

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

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

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

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

carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

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

13. <u>Compliance With Applicable Laws</u>. 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 <u>Fingerprinting</u>. 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 <u>Tuberculosis Testing</u>. 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. <u>Permits/Licenses</u>. 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. <u>Employment With Public Agency</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non Waiver</u>. 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. <u>Notice</u>. 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:	Contractor:
Fullerton School District	K5, LLC
1401 W. Valencia Drive	Address on File
Fullerton, CA 92833	

20. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. 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. <u>Headings</u>. 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. <u>Counterparts</u>. 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. <u>Authorized Signatures</u>. 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. <u>Governing Law</u>. 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  $6^{th}$  day of June, 2017.

# FULLERTON SCHOOL DISTRICT

K5, LLC (Contractor Name)

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

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

Robert Pletka, Ed.D. Superintendent Consultant

On File Taxpayer Identification Number

#### CONSENT ITEM

DATE: July 25, 2017

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

- FROM: Jay McPhail, Assistant Superintendent, Innovation and Instructional Support
- SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THRIVELY INC. FOR THE 2017/2018 SCHOOL YEAR
- Background: Fullerton School District (FSD) has been exploring different methods of identifying students learning styles, passions, and interests. Thrively Inc. is an online tool that provides a student learner profile that can be used by students, parents, and teachers to help students better understand themselves and their future options.
- Rationale: Thrively Inc. has developed an easy to use online tool that helps identify student learning profiles, identify student passions and possible interests by showcasing "day in the life" videos of various professions. FSD will provide Thrively as a tool to all students and staff to better understand and guide our students to their futures.
- <u>Funding:</u> Total cost is not to exceed \$15,000 and is to be paid from the Innovation and Instructional Support, budget 409.
- <u>Recommendation:</u> Approve Independent Contractor Agreement between Fullerton School District and Thrively Inc. for the 2017/2018 school year.

JM:kv Attachment

# 2017-2018 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Bloom Software, dba Thrively Inc.**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. <u>Services to be provided by Contractor</u>. Contractor shall provide access to the Thrively Personalized Learning Platform along with all content bundled into the Thrively Pro Plan that enables students to complete a self-assessment of strengths and interests and create a digital portfolio to track courses, lessons, projects, exercises, and activities pursued to explore and develop those interests and strengths. The platform includes a dashboard for teachers plus school and district staff to assess and direct the progress of students and groups of students, and provide feedback on student activities as they are completed. Thrively will also conduct 25 hours of scheduled professional development seminars for teachers through webinars or onsite visits, and also provide online support through FAQs, other informational materials, and email responses to inquiries. These items are hereinafter referred to as "Services."

2. <u>Term</u>. Contractor shall commence providing Services under this Agreement on July 26, 2017, and will diligently perform as required and complete performance by June 30, 2018.

3. <u>Compensation</u>. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifteen Thousand Dollars** (\$15,000.00) (note: the \$100/hour cost of professional development is included in the total fee). 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. <u>Expenses</u>. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District. **N/A** 

5. <u>Independent Contractor</u>. 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. <u>Materials</u>. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows:

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor 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. <u>Standard for Performance of Services</u>. 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. <u>Termination</u>. 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. <u>Hold Harmless</u>. 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. <u>Insurance</u>. 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 \$1,000,000 to the Comprehensive Form)

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

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

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

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

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

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

11.2 No later than ten (10) 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. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. <u>Compliance With Applicable Laws</u>. 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 <u>Fingerprinting</u>. 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 <u>Tuberculosis Testing</u>. Contractor and Contractor's employees, if any, providing any on-site 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. <u>Permits/Licenses</u>. 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. <u>Employment With Public Agency</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non Waiver</u>. 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. <u>Notice</u>. 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:	Contractor:
Fullerton School District	Girish Venkat
1401 W. Valencia Drive	Address on file.
Fullerton, CA 92833	

20. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. 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. <u>Headings</u>. 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. <u>Counterparts</u>. 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. <u>Authorized Signatures</u>. 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. <u>Governing Law</u>. 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 26<sup>th</sup> day of July, 2017.

# FULLERTON SCHOOL DISTRICT

Thrively Inc.

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

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

Robert Pletka, Ed.D. Superintendent Girish Venkat

On File Taxpayer Identification Number

#### BOARD AGENDA ITEM #1hh

# CONSENT ITEM

DATE:	July 25, 2017
то:	Board of Trustees
FROM:	Robert Pletka, Ed.D., District Superintendent
SUBJECT:	APPROVE/RATIFY CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND MARZANO RESEARCH LABORATORY TO PROVIDE THE ART AND SCIENCE OF TEACHING ON JUNE 19, 2017
Background:	Fullerton School District has developed a comprehensive teacher-teaching model based on the research of the Marzano Research Laboratory. To continue the work and build the leadership skills of school leaders, Marzano Laboratory will provide professional development to teachers on the topic of the Art and Science of Teaching.
Rationale:	Dr. Phil Warrick will be presenting to staff on the topic of the Art and Science of Teaching.
Funding:	Cost is not to exceed \$6500 and is to be paid from the Unrestricted General fund (#526).
Recommendation:	Approve/Ratify Contract between Fullerton School District and Marzano Research Laboratory to provide the Art and Science of teaching on August 4, 2017.
RP:cs	

BOARD AGENDA ITEM #1ii

# CONSENT ITEM

DATE:	July 25, 2017
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY:	Robert Macauley, Director, Maintenance, Operations, Transportation, and Facility Services
SUBJECT:	AWARD CONTRACT FOR RAYMOND ELEMENTARY SCHOOL ENTRY IMPROVEMENTS—REVISION 1, FSD 17-18-RD-01, TO DBMC, INC.
Background:	In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation. Two contractors submitted bids on July 13, 2017. The successful low bidder was DBMC, Inc., with a bid of \$114,795.
	Pursuant to Public Contract Code section 20111(b), the current bid threshold for public agency construction contracts is \$15,000. The estimated cost of the project, including soft costs and contingency, is in excess of the current bid limit. Therefore, the District went out to bid for the contract.
Rationale:	Scope of work to include but not limited to new pour-in-place rubber playground surfacing over 4" concrete paving base, concrete sidewalk replacement, signage, and storm drainage.
<u>Funding:</u>	The contract amount is \$114,795, to be paid from the Special Reserve Fund for Capital Outlay Projects.
Recommendation:	Award Contract for Raymond Elementary School Entry ImprovementsRevision 1, FSD-17-18-RD-01, to DBMC, Inc.
RC:RM:ys	